



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months



MOGALAKWENA LOCAL MUNICIPALITY

APPOINTMENT OF A PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND OFFLOADING OF ROAD FURNITURE FOR ROADS AND STORM WATER FOR A PERIOD OF 36 MONTHS

TENDER DOCUMENT

ISSUED BY: MOGALAKWENA LOCAL MUNICIPALITY
P.O BOX 34
MOKOPANE
0600

NAME OF TENDERER:

CSD NUMBER:

BID AMOUNT OFFERED (EX VAT)



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TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data



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T1.1 TENDER NOTICE AND INVITATION TO TENDER

Mogalakwena Local Municipality hereby invites tenders registered on CSD for request for supply, delivery and offloading of road furniture for roads and storm water for a period of 36 months as and when required.

Sealed documents marked with the tender number as indicated above, must be placed in the bid box of Mogalakwena Local Municipality not later than 12:00p.m. on the above-mentioned dates. Bids will be opened in public in the old Council Chambers, on the ground floor.

Please take note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected and the payment of the full amount payable for bids is required.

The Council reserves the rights to either accept the whole or part of any bid, or not to appoint. Facsimiles or e-mailed documents will not be accepted. No awards will be made to a person who;

- **Is in the service of the state**
- **If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of state**
- **Who is an advisor or consultant contracted with the municipality or municipal entity?**

SCM Enquiries: 015 491 9662/9649/9647 or supplychain@mogalakwena.gov.za

CLOSING DATE: 18 January 2024

Municipal Manager- Mr. MM Maluleka



TENDER DATA

1.	The Employer is: Mogalakwena Local Municipality P.O Box 34 Mokopane O600			
2.	Tender Documents			
	<p>Tendering Procedures Tender notice and invitation to tender Tender data</p> <p>Returnable Documents List of Returnable Documents</p> <p>The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data</p> <p>Pricing Data Pricing Instruction Bill of Quantities</p> <p>Terms of Reference Terms of Reference</p> <p>Additional Relevant Documents Supply Chain Management Policy</p>			
3.	<p>Interpretation</p> <p>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 tender conditions.</p>			
4	<p>Communication.</p> <p>The Employer's Representative is;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; vertical-align: top;"> <p><u>Accounting Officer;</u></p> <p>P.O Box 34 Mokopane 0600 Tel: 015 491 9604</p> </td> <td style="width: 33%; vertical-align: top;"> <p><u>Procurement Enquiries.</u></p> <p>Supply Chain Unit P.O Box 34 Mokopane 0600 Tel: 015 491 9662/9649/9647</p> </td> <td style="width: 33%; vertical-align: top;"> <p><u>Technical Enquiries.</u></p> <p>Roads and Stormwater Unit Mr Mafoko SS P.O Box 34 Mokopane 0600 Tel: 015 491 9603/9804</p> </td> </tr> </table>	<p><u>Accounting Officer;</u></p> <p>P.O Box 34 Mokopane 0600 Tel: 015 491 9604</p>	<p><u>Procurement Enquiries.</u></p> <p>Supply Chain Unit P.O Box 34 Mokopane 0600 Tel: 015 491 9662/9649/9647</p>	<p><u>Technical Enquiries.</u></p> <p>Roads and Stormwater Unit Mr Mafoko SS P.O Box 34 Mokopane 0600 Tel: 015 491 9603/9804</p>
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4.1	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer will be regarded as amending the tender documents.
5	<p>The Employer's right to accept or reject any tender offer</p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Mogalakwena Local Municipality.</p>
6	<p>Tenderer Obligations</p> <p>6.1 The Council retains the right to call for any additional information that it may deem necessary</p> <p>6.2 If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none"> 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss <p>6.3 If a Tenderer , or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/ or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.</p> <p>6.4 At the request of the Municipal Manager or his authorised representative from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,</p>
7.	<p>Proof of warrantee</p> <p>None</p>
8	<p>Compensation of tendering</p> <p>The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
9	<p>Check documents</p>



	The Tenderer should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
10.1	<p>Confidentiality and Copyright of Documents.</p> <p>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</p>
10.2	<p>Clarification Meeting N/A</p>
11	<p>Submitting tender offer:</p> <p>11.1 No Tender document will be considered unless submitted on Council's Official Tender Document</p> <p>11.2 Return all the returnable documents to the employer after completing them.</p> <p>11.3 The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box: Mogalakwena Local Municipality Physical address : 54 Retief Street, Mokopane, Limpopo</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>11.4 All tender received by the Mogalakwena Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>11.5 Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
12.	<p>Closing Time:</p> <p>12.1 The time and location for opening of the Tender offers are:</p> <p>Closing Time: 12:00p.m. Closing Date: 18 January 2024 Location: Mogalakwena Local Municipality 54 Retief Street Mokopane Limpopo 0600</p> <p>Tenders will be opened in public at the same time.</p>



12.2	<p>After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the MLM.</p>
13.	<p>Pricing the tender</p> <p>State the rates and prices in Rand</p> <p>NB: Should prices be affected by exchange rates and price fluctuations, bidders should take forward cover and this be incorporated in the price tendered.</p>
14.	<p>Alterations to the Tender Documents.</p> <p>No alterations may be made to the tender document issued by the employer.</p> <p>Proposals and any other supporting documents must be attached to the back of this tender document</p>
15	<p>Alternative tender offer.</p> <p>No alternative tender offers will be considered or accepted</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender document 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 document with the alternative requirements the tenderer proposes.</p>
16	<p>Tender Offer Validity</p> <p>The Tender offer validity period is 90 days from the closing date.</p>
17	<p>Tender clarification after submission</p> <p>A tender may be regarded as non-responsive if the tenderer fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.</p>
18	<p>Tender evaluation points</p> <p>18.1 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p> <p>18.2 Preference points for this bid shall be awarded for:</p> <p style="padding-left: 40px;">(a) Price; and</p> <p style="padding-left: 40px;">(b) Specific goals.</p> <p>18.3 The maximum points for this bid are allocated as follows:</p>



		POINTS		
	PRICE	80		
	Specific goals.	20		
	Total points for Price and Specific goals must not exceed	100		
19.	<p>Evaluation of Tenders</p> <p>The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the Mogalakwena Local Municipality.</p>			
19.1	<p>The following steps will be followed in evaluation;</p> <ol style="list-style-type: none"> 1. Determination of whether or not tender offers are complete. 2. Determination of whether or not tender offers are responsive. 3. Determination of the reasonableness of tender offers. 4. Confirmation of the eligibility of preferential points claimed by tenderers. 5. Awarding of points for financial offer. 6. Ranking of tenderers according to the total points 			
19.2	<p>Pre-Qualification</p> <ul style="list-style-type: none"> • Valid Tax Clearance Certificate (For both Parties in case of a Joint Venture). Tax compliance status pin issued should also be attached for new tax clearance certificate issued. • Submitted a valid certified copy of company registration certificate. • Form must be signed in black ink (no pencil is allowed or other colour) • All MBD Forms must be completed and signed • In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached • Any alterations on the proposals or the tender document must be initialled. • Valid Proof of Residential e.g. lease agreement, municipal rates not owing more than 90 days & taxes account. • The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention of Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. • Bank guarantee or Guarantee of R200 000.00 from any institution accredited by FSB or reserve bank with reference check to the bank. <p>All tenders received will be evaluated on the 80/20-point scoring basis. The 80 points will be for Price and 20 points are for specific goals and points claimed in accordance with the table below</p>			
	Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification



		20	10	
	Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
	Local Economic Development	4	2	Company head office residence within Mogalakwena Municipality Jurisdiction as per Council and proof of residence
	Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
	Youth	4	2	CSD report and Certified Copy of Identification Documentation
	Disability	3	2	Certified copy of Doctor's Certificate and medical practice number

Evaluation Criteria

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved

The tenders shall be considered for further evaluation when they score **40** points out of **60** points of the maximum **60** points allocated.

Tenders are adjudicated in terms of MLM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

No	Description of quality criteria & sub-criteria	Points	Max Points
1.	CATEGORY		20
1.1	PRODUCT		
	Manufacturer	15	
	Distributor	10	
	Supplier	5	
2.	Specific Project experience and expertise		40
2.1	Previous experience on projects of similar size and nature <ul style="list-style-type: none"> Proven experience and expertise in supply and delivery of stationery and other goods (Minimum of three references) 		



	<ul style="list-style-type: none"> • 3 purchase orders and confirmation letters of delivery provided (attach proof) 5 • 4 purchase orders and confirmation letters of delivery provided (attach proof) 10 • 5 purchase orders and confirmation letters of delivery provided (attach proof) 15 • 6 or more purchase orders and confirmation letters of delivery provided (attach proof) 20 		
2.2	Capacity and expertise to implement the project Capable human resources (CVs of suitably qualified team to be part of this project) <ul style="list-style-type: none"> • Diploma in office/business administration 20 • N4 in office/business administration 10 		
TOTAL		60	

The tenderers that scored a minimum number of 40 points to qualify to be evaluated in terms of the 80/20 preference point systems:

Note 1. Proof of firm's infrastructure is required to obtain points

19.3.1	<p>Technical adjudication and General Criteria</p> <ul style="list-style-type: none"> ▪ Tenders will be adjudicated in terms of inter alia: ▪ Compliance with Tender conditions ▪ Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>With regard to the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ If tender document is not fully completed as required and as stipulated in the tender data. ▪ If any tender document is tempered with or it is unbundled or unbundled. ▪ Failure to complete the schedule of quantities as required – only lump sums provided. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tip-ex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory site inspections ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form D – “Authority for Signatory” ▪ A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted.
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	<ul style="list-style-type: none"> ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ Failure to complete and sign Form C1.1 Form of Offer and Acceptance ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
19.3.2	<p>Size of enterprise and current workload</p> <ul style="list-style-type: none"> ▪ Evaluation of the Tenderer's position in terms of: <ul style="list-style-type: none"> ▪ Previous and expected current annual turnover ▪ Current contractual obligations ▪ Capacity to execute the contract
19.3.3	<p>Staffing profile</p> <p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> ▪ Staff available for this contract being Tendered for ▪ Qualifications and experience of key staff to be utilised on this contract.
19.3.4	<p>Proposed Key Personnel</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers.</p> <p>Each CV should give at least the following:</p> <ul style="list-style-type: none"> ○ Position in the firm and within the organisation of this assignment ○ PDI status (describing population group, gender and disabilities) ○ Educational qualifications ○ Professional Registrations ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ○ Language proficiency and ○ References (company name, individual name, position held, contact details) <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the</p>



annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services

19.3.5 **Previous experience**

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved

The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

19.3.6 The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.

19.3.7 **Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Proof of warrantee
- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

19.3.8 **Good standing with SA Revenue Services**

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tenderer **must affix a valid Tax Clearance Certificate**

19.3.9 If the Tender does **not** meet the requirements contained in the Mogalakwena Local Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation

19.3.10 **Penalties**

The Mogalakwena Local Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:



	<ul style="list-style-type: none"> ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Mogalakwena Local Municipality for a period of 5 years
20	<p>The additional conditions of Tender are:</p> <p>1 Mogalakwena Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</p> <p>2 The Mogalakwena Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</p>



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RETURNABLE DOCUMENTS

Returnable Documents

List of returnable documents



MOGALAKWENA LOCAL MUNICIPALITY



T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 8.4 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS	
FORM A	COMPULSORY ENTERPRISE QUESTIONNAIRE
FORM B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
FORM C	DECLARATION OF INTEREST
FORM D	AUTHORITY OF SIGNATORY
FORM E	DECLARATION OF GOOD STANDING REGARDING TAX
FORM F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	PREFERENCE SCHEDULE
FORM I	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM J	DECLARATION TENDERER'S LITIGATION HISTORY
RETURNABLES FOR EVALUATION PURPOSES	
FORM L	SCHEDULE OF PREVIOUS EXPERIENCE
FORM M	SCHEDULE OF CURRENT PROJECTS
FORM N	SCHEDULE OF INFRASTRUCTURE AND RESOURCES
FORM O	RECORD OF ADDENDA TO TENDER DOCUMENTS



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COMPULSORY BID DOCUMENTS



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	APPOINTMENT OF A OF PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF ROAD FURNITURE FOR ROADS AND STORM WATER FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: MAIN ENTRANCE GROUND FLOOR MOGALAKWENA LOCAL MUNICIPALITY					
MOGALAKWENA LOCAL MUNICIPALITY, 54 RETIEF STREET, MOKOPANE, LIMPOPO, 0600.					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		



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DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)
- Certified Copies of the ID's of the Directors

2. For Companies

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors, and
- the Certified shareholders register

3. For Joint Venture Agreements

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. For Partnership

- Certified Copies of the ID's of the partners

5. One person Business / Sole trader

- Certified Copy of ID

6. Valid Tax Clearance Certificate issued by the South African revenue Service

7. Duly Signed and dated original or certified copy of Authority of Signatory on company Letterhead

8. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (original or certified copy issued by an approved body / accredited verification agency as prescribed by the National Treasury and the Department of Trade and Industry)



FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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



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

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM C: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

.....

¹MSCM Regulations: "in the service of the state" means to be –

- a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;



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

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

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

3.9.1 If yes, furnish particulars:

.....

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

3.10.1 If yes, furnish particulars:

.....

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

3.11.1 If yes, furnish particulars:

.....

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

3.12.1 If yes, furnish particulars:

.....

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

3.13.1 If yes, furnish particulars:

.....

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



3.14.1 If yes, furnish particulars:

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

DECLARATION

I, the undersigned (name): certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :	
Contact number :	
Office address :	

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*.....

Mr Pro-Forma.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.



PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD



FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

DETAILS OF TAX COMPLIANCE STATUS:

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.



4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form an original letter from the bank not older than three (3) months confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:	
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>	
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>	
ACCOUNT NO:	
ADDRESS OF BANK:	
CONTACT PERSON:	
TEL. NO. OF BANK / CONTACT:	



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

How long has this account been in existence:	0-6 months	<input type="checkbox"/>	(Tick which is appropriate)
	7-12 months	<input type="checkbox"/>	
	13-24 months	<input type="checkbox"/>	
	More than 24 months	<input type="checkbox"/>	

Name of Tenderer:

Date:

Signature:

Full name of signatory:

ATTACH HERETO AN ORIGINAL OR A COPY OF A LETTER FROM THE BANK TO THIS PAGE NOT OLDER THAN THREE (3) MONTHS



FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as “the Bidder”)

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)
- Attach an affidavit in instances whereby the company or its directors resides in a rural area not yet established for water and lights billing and/or a letter from the traditional authority.



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the 90/10 preference point system.
 - b) The applicable preference point system for this tender is the 80/20 preference point system.
 - c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific



goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE



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

$$P_s = 80 \left(1 + \frac{P_t - P}{P} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety



- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

**ATTACH AN ORIGINAL OR CERTIFIED COPY OF B-BBEE STATUS
VERIFICATION CERTIFICATE**

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)
2. Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer
3. Certified copies of the B-BBEE certificate or Sworn B-BBEE Affidavit certificate should be within the financial year of the issued bid or quotation.

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2022



FORM I: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



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 Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have 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.
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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



FORM J: DECLARATION OF TENDERER'S LITIGATION HISTORY

Does the tenderer have any litigation with which tenderer (including its directors, shareholders or other senior members in previous companies) have been involved with any organ of state or state department within the last ten years?

YES	NO
-----	----

If yes, furnish your details in table below.

NB: It is compulsory for all bidders to sign this form

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months

RETURNABLES FOR EVALUATION PURPOSES

FORM L: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved.

Evaluation of the Tenderer’s position in terms of his previous experience. Emphasis will be placed on the following:

- **Experience in the relevant field**
- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no

FORM M: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no

FORM N: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

	Description:	Serial number/ telephone number/ website address	Number of units
Computers			
Laptops			
Printers			
Software			
Website			
Landline			
E Mail			
Cell phones			
Other			

3. Vehicles

Provide information on vehicles that you have available for this project.

Description:	Number of units	Registration Number

4. Size of enterprise and current workload

What was your turnover in the previous financial year? -----

What is the estimated turnover for your current financial year? -----

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS

Was there an addendum issued?

YES

NO

If yes, fill or attached the communication that you received.

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

	Date	Title of Details

An addendum is any communication issued by MOGALAKWENA LOCAL Municipality after the briefing session

FORM P: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby

declare, in my capacity as

of(name of bidder entity),

the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MOGALAKWENA LOCAL MUNICIPALITY



APPOINTMENT OF A OF PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY,DELIVERY AND OFFLOADING OF ROAD FURNITURE FOR ROADS AND STORM WATER FOR A PERIOD OF 36 MONTHS

THE CONTRACT

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4 : Additional Relevant Documents

- C4.1 Supply Chain Management Policy

MOGALAKWENA LOCAL MUNICIPALITY



APPOINTMENT OF A OF PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY,DELIVERY AND OFFLOADING OF WORKING TOOLS FOR ROADS AND STORM WATER FOR A PERIOD OF 36 MONTHS

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE – ROADS AND STORM WATER MATERIALS

OFFER

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

APPOINTMENT ON A PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND OFFLOADING OF ROAD FURNITURE FOR ROADS AND STORM WATER FOR A PERIOD OF THIRTY-SIX (36) MONTHS – SUPPLY AND DELIVERY OF ROADS AND STORM WATER MATERIALS

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

**FORM C.1.1 FORM OF OFFER AND ACCEPTANCE –
ROADS AND STORM WATER MATERIALS**

OFFER

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

APPOINTMENT ON A PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND OFFLOADING OF ROAD FURNITURE FOR ROADS AND STORM WATER FOR A PERIOD OF THIRTY-SIX (36) MONTHS – SUPPLY AND DELIVERY OF ROADS AND STORM WATER MATERIALS

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in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those

terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

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 Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature

Of Witness

_____ Date _____

FOR THE EMPLOYER

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature

Of Witness

_____ Date _____

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE – ROADS AND STORM WATER MATERIALS

OFFER

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE SUB-TOTAL OF THE PRICES EXCLUSIVE OF VALUE ADDED TAX IS

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness

_____ Name

Date

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE – ROADS AND STORM WATER MATERIALS

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Additional Documentation

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation

to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

Name

Date

SCHEDULE OF DEVIATIONS

Notes:

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

the Parties becomes an obligation of the contract, shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

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 Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature

Of Witness

Date

FOR THE EMPLOYER

Signatures (s)

Name(s)

Capacity

(Name and address of Organisation)

Name & Signature

Of Witness

Date

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black ink.**
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.
9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (Qty): The number of units of work/service provision for each item.
 - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C 2.2. BILL OF QUANTITIES

SPECIFICATIONS FOR ARW

SECTION ARW: ANCILLARY ROADWORKS

This Schedule calls for the Supply & Delivery within the municipal boundary

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (RANDS)	TOTAL (RANDS)
ARW 1 ARW 1.1	GUARD RAILS [SABS 1350] Supply and Deliver Armco Barriers or equal and approved (Includes end wings, spacer blocks and reflective plates)	m	1		
ARW 2 2.1	<u>CLEARVIEW FENCING PANEL AND FIXTURES SHALL BE GALVANIZED</u> Supply and deliver				
ARW 2 2.1.1	<u>Height = 1,8 metres</u> Panel L = 2,4m W – 85mm Tapering to 45mm with Locking recess mechanism	m	1		
ARW 2 2.1.2	<u>Height = 1,2 metres</u> Post L = 2,4m W = 85mm Tapering to 45mm with Locking recess mechanism.	m	1		
ARW 3 3.1	Supply and deliver and Install (Complete with gabion rock) <u>GABION BOXES AND MATTRESSES (SANS APPROVED)</u> Gabion Mattresses (Standard RSH size = 60 x 80 m Galvanized) Thickness = 2,2 mm				
ARW 3 3.1.1	3m x 2mx 0,23m	Each	1		
ARW 3 3.1.2	4m x 2m x 0,23m	Each	1		
ARW 3 3.1.3	5m x 2m x 0,23m	Each			

SUB-TOTAL

SPECIFICATIONS FOR ROAD SIGNS

Tendered rates for supply items shall include delivery to the sites of works within the municipal boundaries

ITEM	DESCRIPTION	UNIT	QUANTIT Y	RATE (RANDS)	TOTAL (RANDS)
5600	5600 Road Signs				
5601	R 1-Stop Sign regulatory sign- R1,600 mm,class beaded retroreflective face ustrut mounting	No.	1		
5602	R 2-yield Sign regulatory sign- R2,600 mm,class beaded retroreflective face ustrut mounting	No.	1		
5603	R 2.1 Yield to pedestrian regulatory sign- R2.1,600mm,class beaded retroreflective face unstrut mounting	No.	1		
5604	R3-No entry regulatory sign-R3,600mm, class beaded retroreflective face unstrut mounting legend 60km/h	No.	1		
5605	208 Unauthorised vehicle prohibited,600mm,class beaded retroreflective sign face ,unistruct legend	No.	1		
5606	R201 Speed limit,prohibition sign,600mm,speed limit ,0-40km/h,class 1 beaded retroreflective sign	No.	1		

	face,unistrutlegend 40km/h				
5607	R218 pedestrians prohibited,600mm,class 1 beaded retroflective sign face	No.	1		
5608	W306 Pedestrian crossing,600 mm,class 1 beaded,retroflective sign face	No.	1		
5609	W308 children crossing,600mm,class 1 beaded retroflective sign face	No.	1		
5610	W325 gravel road begins,600mm,class 1 beaded retroflective sign face	No.	1		
5611	W331 uneven road,600mm,class 1 beaded retroflective,sign face	No.	1		
5612	W332 speed humps,600 mm,class 1 beaded retroflectivesign face	No.	1		
5613	W350 drift,600 mm,class 1 beaded retroflective sign face	No.	1		
5614	W409 T-junction chevron class 1 beaded retroflective	No.	1		
5615	W411 Temporary barricade,class 1 beaded retroflective	No.	1		
5616	W350+W339-WD+IN11.4 Occassional Flooding,class 1 beaded retroflective	No.	1		
5617	W410 Dead-end class 1 beaded retroflective	No.	1		
5618	W401 Danger plates	No.	1		
5619	W406 sharp curve chevron,class 1 beaded retroflective	No.	1		

5620	Galvanize 71-85 mm pole	No.	1		
5621	P1118 Two clamp piece	No.	1		
5622	Bolt M8x 40mm steel nuts	No.	1		
5623	50.8mmx0.2x1.8mm square tube galvanized pole	No.	1		
5624	Bolt M10 x 50mm steel nut	No.	1		
5625	Traffic cones (450mm)	No.	1		
5626	Road Markings (20 Litres) Retro-refeective road marking paint White paint	No.	1		
5627	Road Markings (20 Litres) Retro-refeective road marking paint Yellow paint	No.	1		
SUB-TOTAL					

SUMMARY OF COST		
SECTION	DESCRIPTION	AMOUNT

1	SPECIFICATIONS FOR ARW	
2	SPECIFICATIONS FOR ROAD SIGNS	
	TOTAL FOR SCHEDULE of QUANTITIES	
	Add 15% VAT	
	Total	

MOGALAKWENA LOCAL MUNICIPALITY



APPOINTMENT OF A OF PANEL OF THREE SERVICE PROVIDERS FOR THE SUPPLY,DELIVERY AND OFFLOADING OF WORKING TOOLS FOR ROADS AND STORM WATER FOR A PERIOD OF 36 MONTHS

SCOPE OF WORK

Mogalakwena Local Municipality hereby invites quotations from suitably qualified service provider for the appointment of three service providers to supply, deliver and offloading of road furniture for roads and storm water, Mogalakwena Local Municipality

The scope of work will entail: Supply,delivery and offloading of roads and storm water road furniture,Mogalakwena Local Municipality as follows:

1. BACKGROUND

- 1.1. Supply,Delivery and offloading of Roads and Storm Water Road furniture for a Period of Three Years

2. CURRENT STATE

- 2.1. The Municipality currently orders the goods on an ad hoc basis as-and-when required.

3. SCOPE OF WORK

- 3.1. The supply and delivery of working tools and materials to the Mogalakwena Local Municipality stores in Mogalakwena Local Municipality as per order.
- 3.2. Mogalakwena Local Municipality will enter into a supply agreement with the provider and will place a drawdown order against the agreement as and when the goods are required.
- 3.3. Please take note that the successful bidder will be required to deliver the goods within one week (5 working days) after receipt of order from Mogalakwena Local Municipality.

3.4. This contract shall be for a maximum period of three (3) year from the commencement date.

4. DELIVERY INSTRUCTION

4.1. Upon receiving an order from the Mogalakwena Local Municipality, the contractor must provide the Municipality's representative with a delivery schedule.

4.2. All items ordered must be delivered to the Mogalakwena Municipal Stores, Local Municipality, Roads Depot or any other area as indicated by the Stores Officer.

4.3. Goods must be delivered on pallets for ease of handling.

4.4. All goods must be secured by wrapping the complete pallet of goods with plastic and each pallet

4.5. Delivery of goods will only be allowed Monday to Friday between 07h30 and 15h00.

4.6. Due to the large quantities of goods being delivered, quality tests and counting of the goods cannot be carried out immediately. The delivery notes will be sign with the words "Not checked yet" and the Mogalakwena Local Municipality reserves the right to return any defective goods or goods which do not comply with the specification.

4.7. Any returned Goods must be replaced.

4.8. In the event that the contractor subcontracts the delivery of GOODS, only a Goods Received Form from the contractor (and not the subcontractor) will be accepted.

5. ESTIMATED QUANTITIES REQUIRED

5.1. The quantities indicated above are the minimum anticipated number of units required by the Municipality.

5.2. Quantities might be reduced or increased depending on the available budget.

5.3. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided.

5.4. The products will be ordered throughout the financial year as and when required.

5.5. The Mogalakwena Local Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule.

5.6. The tendered prices will be binding on this contract and adjusted yearly as per negotiations and **SEISFA**.

6. QUALITY AND QUANTITY

6.1. All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS)

- 6.2. Non-compliance with the agreed service delivery could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

7. KEY PERFORMANCE INDICATORS

- 7.1. Timeous delivery of the correct quantities as per order of items as stipulated in the specifications,
- 7.2. Quality of product as stipulated: Specifications of this document.
- 7.3. The Service Provider will be notified if the KPI's are not met.
- 7.4. If the Service Provider cannot submit satisfactory reasons why the KPI's was not met, the contract may be cancelled and the Service Provider might be blacklisted

8. SAMPLES

- 8.1. Bidders must supply samples of Items, free of charge, when required. Not required for this tender.
- 8.2. Samples must be handed in at SCM Unit and End User Department in Mogalakwena Local Municipality.
- 8.3. Bidders name must be clearly marked on all samples.

9. PRICING REQUIREMENTS

- 9.1. Tender prices must be in ZAR Currency (Rand).
- 9.2. Bid prices must be exclusive of VAT.
- 9.3. All delivery costs must be included in the bid price.
- 9.4. All items on the Pricing Schedule, where detailed specifications apply, are listed under the Section: PRODUCT SPECIFICATIONS, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 9.5. Tenderers must furnish unit prices for the listed products only.
- 9.6. Price increase must be indicated on the pricing schedule.
- 9.7. The tender must be valid for 90 (Ninety) days after closing date.
- 9.8. The contract period will be from date of commencement for a period of 3 years.

Appointment of a panel of three services providers for the supply, delivery and offloading of road furniture for roads and stormwater for a period of 36 months