

MOGALAKWENA LOCAL MUNICIPALITY



LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

TENDER NO: 36-2024/2025

NOTICE: 42-2025

DATE: 10 April 2025

TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
EMAIL	
CSD NUMBER	
TENDER OFFER IN FIGURE (VAT INCLUSIVE)	
TOTAL AMOUNT IN WORDS (VAT INCLUSIVE)	

CLOSING DATE: 29 April 2025 AT 12H00

Prepared For:	Prepared By:
Mogalakwena Local Municipality 54 Retief Street P O Box 34 MOKOPANE 0600 Tel: (015) 491 9600 Email: pmu@mogalakwena.gov.za	ZAKUMI Consulting Engineers ZCE House 21 Compensatie Street, CBD POLOKWANE 0699 Tel: (015) 291 1176 Email: admin@zce.co.za

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

GENERAL TENDER INFORMATION	
TENDER ADVERTISED:	10 April 2025
CLOSING DATE:	29 April 2025
CLOSING TIME:	12H00
CLOSING VENUE:	Mogalakwena Municipal Offices, 54 Retief Street, Mokopane, Tender Box.
INSTRUCTIONS:	Insert the large envelope containing the Tender Documents (completed in all respects) (including C.1.1 Form of Offer) plus any additional supporting documentation into the tender box .

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION	HEADING	COLOUR
PART 1: THE TENDER		
PART T1	TENDERING PROCEDURES SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA SECTION T1.2.1: CONDITIONS OF TENDER SECTION T1.2.2: TENDER DATA	WHITE PINK PINK PINK
PART T2	RETURNABLE DOCUMENTS SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
PART 2: THE CONTRACT		
PART C1:	AGREEMENT AND CONTRACT DATA SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.2.1: EMPLOYER TO CONTRACTOR (EC) SECTION C1.2.3: CONTRACTOR TO EMPLOYER (CE) SECTION C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR	WHITE YELLOW YELLOW WHITE WHITE
PART C2:	PRICING DATA SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
PART C3:	SCOPE OF WORKS SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.1.1: OVERVIEW OF THE WORKS SECTION C3.1.2: EXTENT OF THE WORKS SECTION C3.1.3: CONSTRUCTION PROGRAMME	BLUE BLUE BLUE
PART C4:	SITE INFORMATION SECTION C4.1: SITE INFORMATION SECTION C4.2: LOCALITY PLAN SECTION C4.3: TOPOGRAPHY	GREEN GREEN GREEN

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALAKWENA LOCAL MUNICIPALITY					
MIG ID NO:		CLOSING DATE:	29 APRIL 2025	CLOSING TIME:	12H00
DESCRIPTION	LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
54 RETIEF STREET, MOKOPANE					
LIMPOPO PROVINCE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MA DUBA		CONTACT PERSON	FR NTEKELE	
TELEPHONE NUMBER	(015) 491 9731		TELEPHONE NUMBER	(015) 491 9797	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	dubam@mogalakwena.gov.za		E-MAIL ADDRESS	pmu@mogalakwena.gov.za	
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO DOES THE ENTITY		
HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO DOES THE ENTITY		
HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO DOES THE ENTITY		
HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO IS THE ENTITY LIABLE		
IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

T1.1 TENDER NOTICE AND INVITATION TO TENDER

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) 2015 3rd Edition AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNED:

--

ENTERPRISE NAME

--

DATE

--

NAME

--

POSITION

--

SIGNATURE

Proof of authority must be submitted e.g. company resolution)

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T1.2 TENDER DATA

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Mogalakwena Local Municipality hereby invites prospective tenderers for the following Tenders

The details of the project are as follows:

No:	Project Name	Tender Number	Compulsory Briefing Date	Tender Closing
1	Land Survey Specialist Services for Sefakaola Cluster (Mitchell, Maruteng, Masehlaneng, Mohlabaaneng (1 & 2).	36-2024/2025	N/a	Tuesday 29 April 2025@12h00

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2022.

Bid documents can be downloaded free of charge from the Mogalakwena Local Municipality's official website, www.mogalakwena.gov.za or the e-Tender Portal, www.etenders.gov.za

The respective project name with the project number must be clearly marked on the envelope before submission. Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12h00 29 April 2025** for the above project when all tenders are received, The Municipality will open the Bids/Tender documents in public at the Old Council Chamber, on the Ground Floor.

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

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

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

Technical enquiries related to this tender must be addressed to technical queries Mr. FR Ntekele PMU Manager on (015) 491 9795/9797 and SCM queries must be addressed to MA Duba in the Supply Chain Management Unit at (015) 491 9649/9647/9731.

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

MM MALULEKA
MUNICIPAL MANAGER
NOTICE NO: 42-2025

T1.2 TENDER DATA

T1.2 TENDER DATA

The Conditions of tender are the standard conditions of tender as contained in annexure F of SANS 294: 2004, published by Standards South Africa, Private Bag X191, Pretoria 0001, Tel 012 428 7911.

The specification is as per General Conditions of Contract 2015 (3rd Edition) as the standard conditions of tender for procurements make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Where applicable, items of data given here below are cross-referenced to the sub clause in the standard conditions of tender to which it applies.

Sub-Clause	Data
F.1.1	The employer is Mogalakwena Local Municipality 54 Rietief Street, MOKOPANE, Limpopo Province, 0600
F.1.2	The Project Document issued by the employer consists of the following: THE BID Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: List of Returnable documents THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Adjudication C1.4 Occupational Health and Safety Agreement Part C2: Pricing Instruction and Summary of Bill of Quantities C2.1 Pricing instructions C2.2 Summary of Bills of Quantities Part C3: Scope of Work C3.1 Description of The Works Location of site Part C4: Site Information C4.1 Site Information C4.2 Topography C4.2 Locality Plan
F.1.4	The employer's agent Name: ZAKUMI Consulting Engineers (PTY) LTD Address: ZCE House, 21 Compensatie Street, CBD, POLOKWANE, 0699 Telephone: (015) 291 1176 and E-mail: admin@zce.co.za

T1.2 TENDER DATA

Sub- Clause	Data
F.2.1	Eligibility Joint ventures are eligible to submit tenders if they comply with all the bid conditions including the following: (a) Every member of a joint venture is registered professional of the specialist field required.
F.2.5	The listed reference documents are to be used for this tender but not limited to: - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July, 2003, Notice No R1010). This document is obtainable separately, and Tenders shall obtain their own copies. - COVID 19 occupational Health and Safety measures in workplaces COVID-19 (C19 OHS),2020 - General Condition of Contract (3rd Edition). - SANS 294 Standard conditions of contract Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract
F.2.8	"Request clarification of the tender documents, if necessary, by notifying the Employer's Official or the Employer's Agent indicated in the Tender Notice and Invitation to Tender in writing at least 5 (five) working days before the closing time stated in the foregoing notice and clause 2.15."
	Response or clarification will be sent to all attendees
F.2.11	Alteration to documents "In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in black ink at each and every price alteration on the Bill of Quantities and/or form of offer and be accompanied by an initial by the authorised person as per the letter of authority. Corrections in terms of price must not be made by means of a correction fluid such as Tippex or similar product. The use of correction fluid or similar will render the tender non-responsive. Tampering with or taking apart the bound document is strictly prohibited which will render the tender document non-responsive. All additional documentation must be stapled into the tender document or attached in a separate file." The Municipality will reject the bid if the above conditions are not adhered to.
F.2.12	Alternative Tender Offer No alternative offer or bid will be considered.
F2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all aspects Whole of Works. The employer will not accept an offer for the part of works by the bidder
F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable black ink. Failure to comply to this the bid will be regarded non-responsive.
F.2.13.4	All authorised personnel to sign the tender document must be delegated by the company board formally in writing on the company letterhead "Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3. In the case of a JOINT VENTURE submitting a tender, must include a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture." Accept that failure to submit proof of Authorization on the company letterhead to sign the tender shall result in a Tender Offer being regarded as non-responsive
F.2.13.5	Tender documents must be submitted at an addressed below, sealed in an envelope marked with the tender description and number. NB: Unmarked tender documents will not be opened The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are Location of tender box:

T1.2 TENDER DATA

Sub- Clause	Data
	MOGALAKWENA LOCAL MUNICIPALITY, 54 Rietief Street, MOKOPANE, Limpopo Province, 0600
F.2.13.6	A two-envelope procedure will not be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid documents will not be accepted.
F.2.14	As per the evaluation criteria determined on F.3.11 “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Section T2.2. Arithmetic errors will be dealt with in line with CIDB guidelines and practice notes
F.2.15	Closing time for submission of tender offers is: 12H00 on 29 APRIL 2025 of which from this time, the bidder will not be allowed to interact with the employer unless for clarity required by the employer formally to assist in evaluation which will not change competitiveness of the bid
F.2.16	The tender offer validity period is 90 days. Should there be reasons compelling the employer to extend the validity period, shall be done in writing to all the bidders
F.2.17	The tendered lump sums and rates shall be final and binding irrespective of the total tender price. Tender offer and arithmetic errors. Arithmetic errors will be dealt with in line with CIDB guidelines and practice notes
F.2.18	The Tenderer shall provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non- responsive
F.2.19	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.23	Certificates The following certificates are to be provided with this tender failure to this will be rendered non-responsive: - Record of Addenda to Tender Documents (If any) - Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor) - Registration Certificates of Entities – Joint Ventures/ Close corporations/ partnership/ Company/ Sole Proprietor - Compulsory Enterprise Questionnaire - Copy of Workmen’s Compensation Registration Certificate in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 - A Valid Tax PIN certificate issued by the South African Revenue Service Proof of Municipal Account for both the director and company not older than three (3) months. - Contractor’s health and safety declaration - Proforma notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003 - Form of Offer Important Note: Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and will warrant rejection of the tender on account of non-compliance with the requirements of the Tender Data.
	ADD THE FOLLOWING NEW CLAUSES:
F.3.4	Opening of tender submissions The time and location for opening of the tender offers are: Time: 12H00 Date: 29 APRIL 2025

T1.2 TENDER DATA

Sub- Clause	Data
	Location: Mogalakwena Local Municipality Old council chamber Only tenders submitted to this tender box will be opened/ considered. Valid tender submissions shall be opened in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.9.1	Arithmetical errors Check responsive tender offers for arithmetical errors, correcting them in the following manner: (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. (b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. (c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. (d) Arithmetic errors will be dealt with in line with CIDB guidelines and practice notes.
F3.11	Evaluation Process and Criteria Responsive tenderers will be evaluated according to the Preferential Procurement Regulations, 2022 as published in Government Gazette 47452 dated 2022 as well as The Mogalakwena Local Municipality Supply Chain Management Policy. The following evaluation process and criteria will be used to evaluate all bids submitted Administrative compliance. The following criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation • Document completed in full with a black ink. • All pages of the tender document to be initialed by the authorised person. • Certified ID copies of Directors • Copy of the statement of municipal rates and taxes for the company or directors (not in arrears for more than three (3) months before the closing date), if renting, a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing date). If a bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not in arrears for more than three (3) months before the closing date) • A Valid Tax PIN certificate issued by the South African Revenue Service • Company/CC/Trust/Partnership/Registration certificates • Joint Venture Agreement in case of JV • Certificate of Authority / Letter of Authority of Signatory on a company letterhead. • A Valid Letter of good standing (COIDA) • Record of Addenda to Tender Documents. • Form of Offer completed and signed in figures and in words (If any). • Declaration of Interest completed / All MBD forms to be completed. • Detailed CSD report not older than three (3) months. • South African Geomatics Council (SAGC) registration as Professional Surveyors, Technologist Surveyors, or Technician Surveyors. Non-submission of documents will render a disqualification. Functionality –The bidders who complied administratively will be considered for further evaluation on ability

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T1.2 TENDER DATA

Sub- Clause	Data
	to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

T1.2 TENDER DATA

Sub-Clause	Data																																																											
	RELEVANT EXPERIENCE OF COMPANY (40 Points) <table border="1"> <thead> <tr> <th colspan="3">TABLE 1: Relevant Experience of Company (40 Points)</th></tr> <tr> <th>No.</th><th>Target Goals</th><th>Maximum Scores</th></tr> </thead> <tbody> <tr> <td></td><td>Name reference with contact details Projects involving land and engineering survey. The tenderer to attach appointment letters and completion certificates to confirm previous work done Proof of similar projects must be attached – Appointment Letter and Reference Letters. Failure to provide both will result in a zero scoring</td><td></td></tr> <tr> <td>1.</td><td>The tenderer has completed one (1) or more similar land and engineering survey related works in the last five years.</td><td>5</td></tr> <tr> <td>2.</td><td>The tenderer has completed two (2) or more similar land and engineering survey related works in the last five years.</td><td>10</td></tr> <tr> <td>3.</td><td>The tenderer has completed three (3) or more similar land and engineering survey related works in the last five years.</td><td>20</td></tr> <tr> <td>4.</td><td>The tenderer has completed four (4) or more similar land and engineering survey related works in the last five years.</td><td>30</td></tr> <tr> <td>5.</td><td>The tenderer has completed five (5) or more similar land and engineering survey related works in the last five years.</td><td>40</td></tr> <tr> <td></td><td>SUBTOTAL: Experience & References</td><td>40</td></tr> </tbody> </table> NOTE: Attach appointment letters and signed completion certificate issued by the client as proof for having completed such project. Non-submission of both documents will render a zero score. REPRESENTATIVE EXPERIENCE (35 Points): <table border="1"> <thead> <tr> <th colspan="4">TABLE 2: Representative Experience (35 Points)</th></tr> <tr> <th>No.</th><th>Target Goals</th><th>Maximum Scores</th><th>Scores</th></tr> </thead> <tbody> <tr> <td>1.</td><td>(Attach Valid Certified copy of Qualifications, professional registrations and (Confirmation letter on Company letter head signed by both employer and employee). Lead Land Surveyor in projects involving Engineering Survey Works, practitioners must be registered with the South African Geomatics Council (SAGC) registration as Professional Surveyors, Technologist Surveyors, Technician Surveyors or Non-submission of either documents will render a zero score.</td><td></td><td></td></tr> <tr> <td></td><td>Experience: 0 to 2 years= 1</td><td>10</td><td></td></tr> <tr> <td></td><td>3 to 5 years = 2</td><td>20</td><td></td></tr> <tr> <td></td><td>5 to 8 years = 3</td><td>30</td><td></td></tr> <tr> <td></td><td>8 years and above = 4</td><td>35</td><td></td></tr> <tr> <td></td><td>SUBTOTAL: Representative Experience</td><td>35</td><td></td></tr> </tbody> </table> NOTE: Project organogram of the project team must be attached. Curriculum vitae with certified copies of qualifications and contact details should be attached to the tender document for verification by the clients. NB foreign qualifications certified copies from SAQA must also be attached. Valid confirmation of professional registration must be attached. Failure to attached will be disqualified. Proof of employment for the above personal with the tenderer must be attached.	TABLE 1: Relevant Experience of Company (40 Points)			No.	Target Goals	Maximum Scores		Name reference with contact details Projects involving land and engineering survey. The tenderer to attach appointment letters and completion certificates to confirm previous work done Proof of similar projects must be attached – Appointment Letter and Reference Letters. Failure to provide both will result in a zero scoring		1.	The tenderer has completed one (1) or more similar land and engineering survey related works in the last five years.	5	2.	The tenderer has completed two (2) or more similar land and engineering survey related works in the last five years.	10	3.	The tenderer has completed three (3) or more similar land and engineering survey related works in the last five years.	20	4.	The tenderer has completed four (4) or more similar land and engineering survey related works in the last five years.	30	5.	The tenderer has completed five (5) or more similar land and engineering survey related works in the last five years.	40		SUBTOTAL: Experience & References	40	TABLE 2: Representative Experience (35 Points)				No.	Target Goals	Maximum Scores	Scores	1.	(Attach Valid Certified copy of Qualifications, professional registrations and (Confirmation letter on Company letter head signed by both employer and employee). Lead Land Surveyor in projects involving Engineering Survey Works, practitioners must be registered with the South African Geomatics Council (SAGC) registration as Professional Surveyors, Technologist Surveyors, Technician Surveyors or Non-submission of either documents will render a zero score.				Experience: 0 to 2 years= 1	10			3 to 5 years = 2	20			5 to 8 years = 3	30			8 years and above = 4	35			SUBTOTAL: Representative Experience	35	
TABLE 1: Relevant Experience of Company (40 Points)																																																												
No.	Target Goals	Maximum Scores																																																										
	Name reference with contact details Projects involving land and engineering survey. The tenderer to attach appointment letters and completion certificates to confirm previous work done Proof of similar projects must be attached – Appointment Letter and Reference Letters. Failure to provide both will result in a zero scoring																																																											
1.	The tenderer has completed one (1) or more similar land and engineering survey related works in the last five years.	5																																																										
2.	The tenderer has completed two (2) or more similar land and engineering survey related works in the last five years.	10																																																										
3.	The tenderer has completed three (3) or more similar land and engineering survey related works in the last five years.	20																																																										
4.	The tenderer has completed four (4) or more similar land and engineering survey related works in the last five years.	30																																																										
5.	The tenderer has completed five (5) or more similar land and engineering survey related works in the last five years.	40																																																										
	SUBTOTAL: Experience & References	40																																																										
TABLE 2: Representative Experience (35 Points)																																																												
No.	Target Goals	Maximum Scores	Scores																																																									
1.	(Attach Valid Certified copy of Qualifications, professional registrations and (Confirmation letter on Company letter head signed by both employer and employee). Lead Land Surveyor in projects involving Engineering Survey Works, practitioners must be registered with the South African Geomatics Council (SAGC) registration as Professional Surveyors, Technologist Surveyors, Technician Surveyors or Non-submission of either documents will render a zero score.																																																											
	Experience: 0 to 2 years= 1	10																																																										
	3 to 5 years = 2	20																																																										
	5 to 8 years = 3	30																																																										
	8 years and above = 4	35																																																										
	SUBTOTAL: Representative Experience	35																																																										

T1.2 TENDER DATA

	PLANT AND EQUIPMENT (15 Points)			
	TABLE 3: Equipment (25 Points)			
	No.	Description	Maximum Score Owning	Maximum Score Lease
	1.	1 x GNSS Complete System or equivalent for GPS and GIS data capturing	15	10
	2.	1 x Professional Surveying Drone for Aerial Image Capturing	10	4
		Sub-Total: Equipment	25	14
	PLEASE NOTE: Proof of ownership to be submitted with tender. If equipment will be hired, a signed letter from equipment Hire Company confirming availability to the service provider for this particular contract and the proof of valid hirer ownership documents showing that the company intending to hire the machine to the tenderer owns the machines. The proof of ownership for equipment should be accompanied by the copy of purchase invoice with the company details for the tenderer to score points.			
	SUMMARY OF TABLE 1-3			
	No.	Summary of Tables	Maximum Score	Scores
	1.	Experience & References	40	
2.	Representative Qualification & Experience	35		
3.	Plant & Equipment	25		
	SUBTOTAL	100		
	PRICE	80		
	SPECIFIC GOALS	20		
NB: A bidder will be disqualified if they fail to meet the minimum threshold of 70% on functionality.				
COMMERCIAL RISK ANALYSIS				
Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk. A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:				
• Unduly low tendered sums • Unduly high individual rates • Unduly low rates • Imbalances in pricing				
It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.				
The procedure for evaluation of responsive tenders is 80/20 preference points system as contained in the procurement policy clause C3.3.				
Apply the 80/20 Preference Point system where a maximum of Ninety (90) tender adjudication point be awarded for price. Ten (10) points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form B for the Preference model.				
NB: A bidder will be disqualified if they fail to meet the minimum threshold of 70% on functionality.				
F3.13.1	Tender offers will only be accepted on condition that: (a) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; (b) The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and			

T1.2 TENDER DATA

	Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and (c) The tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect. This project is funded by MIG, the tenderer therefore accept that the project will proceed its implementation with the conditions of the funder. Should the funder withdraw or not release the funds, the project will automatically be terminated. The MIG funding conditions are available on https://www.cogta.gov.za/index.php/municipal-infrastructure-grant-mig/
F.3.18	Parts of each Bid offer communicated on paper shall be submitted as one original copy.
	The additional conditions of Tender are:
F 4	Compliance with Occupational Health and Safety Act 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Contractor shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details: (a) Management Structure, Site Supervision and Responsible Persons including a succession plan. (b) Contractor's induction training programme for Employees, Sub-contractors, and Visitors to the Site. (c) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications. (d) Regular monitoring procedures to be performed. (e) Regular liaison, consultation and review meetings with all parties. (f) Site security, welfare facilities and first aid. (g) Site rules and fire and emergency procedures. Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall always be available for inspection on Site and handed over to the Employer on Final Completion of the project.
F5	The availability of financial resources cannot be guaranteed by Mogalakwena Local Municipality and is also for the continuation of the contract Mogalakwena Local Municipality will reserve the right without prejudice to withdraw from any of the contracts with all rights reserved should the required financial resources not be available.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive and therefore disqualified.
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 willful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary to terminate the contract.

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

COMPULSORY BID DOCUMENTS Please ensure that everything reflecting on the administrative compliance listed above is reflecting on this table	COMPLETED IN FULL (PLEASE TICK ✓)	CHECKED (PLEASE TICK ✓)
INVITATION TO BID		
DECLARATION OF INTEREST		
PREFERENCE SCHEDULE		
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
CERTIFICATE OF INDEPENDENT TENDER DETERMINATION		
FORM CONCERNING FULFILMENT OF CONSTRUCTION REGULATIONS 2014		
GENERAL INFORMATION (PROCUREMENT)		
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT		
COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES		
AUTHORITY OF SIGNATORY ON COMPANY LETTER HEAD		
DECLARATION OF GOOD STANDING REGARDING TAX		
FINANCIAL REFERENCES		
MUNICIPAL UTILITY ACCOUNT NOT OLDER THAN 3 MONTHS OF BOTH DIRECTORS AND COMPANY		
PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER		
DOCUMENTS COMPLETED IN FULL WITH A BLACK INK		
ALL PAGES OF THE TENDER DOCUMENT TO BE INITIALED BY THE AUTHORISED PERSON		

T2.2 RETURNABLE SCHEDULES

COMPULSORY BID DOCUMENTS Please ensure that everything reflecting on the administrative compliance listed above is reflecting on this table	COMPLETED IN FULL (PLEASE TICK ✓)	CHECKED (PLEASE TICK ✓)
CERTIFIED ID COPIES OF DIRECTORS		
COMPANY/CC/TRUST/PARTNERSHIP/REGISTRATION CERTIFICATES		
A VALID LETTER OF GOOD STANDING (COIDA)		
RECORD OF ADDENDA TO TENDER DOCUMENTS		
FORM OF OFFER COMPLETED AND SIGNED IN FIGURES AND IN WORDS		
DETAILED CSD REPORT NOT OLDER THREE (3) MONTHS.		
REGISTRATION WITH THE SOUTH AFRICAN GEOMATICS COUNCIL (SAGC) REGISTRATION AS PROFESSIONAL SURVEYORS, TECHNOLOGIST SURVEYORS, TECHNICIAN SURVEYORS.		

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

MBD1 INVITATION TO BID

TENDER NO: 36-2024/2025

CLOSING DATE: 29 APRIL 2025

CLOSING TIME: 12H00

DESCRIPTION: LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

DEPOSITED IN THE BID BOX SITUATED AT

Mogalakwena Local Municipality

54 Retief Street

MOKOPANE

Limpopo Province

0601

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open FROM 8:00 TO 16:30 MONDAY TO FRIDAY

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) 2015 3RD Edition AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

Relevant specifications Value for money Capability to execute the contract PPPFA & associated regulations

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD4 attached)

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

.....

.....

POSTAL ADDRESS:

.....

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

.....

RESIDENTIAL ADDRESS:

.....

.....

TELEPHONE NUMBER:

CODE.....NUMBER.....

CELLPHONE NUMBER:

FACSIMILE NUMBER:

CODENUMBER.....

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

WITNESSES

NAME..... ID NUMBER..... SIGNATURE.....

NAME..... ID NUMBER..... SIGNATURE.....

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A1. DECLARATION OF INTEREST (MBD 4)

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

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

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**

3.9. If yes, furnish particulars.

.....
.....

¹ MSCM Regulations: "in the service of the state" means to be – a member of –
any municipal council;
any provincial legislature; or
the national Assembly or the national Council of provinces; a member of the board of directors of any municipal entity; an official of any municipality or municipal entity;
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);
a member of the accounting authority of any national or provincial public entity; or 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.

T2.2 RETURNABLE SCHEDULES

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

3.10.1 If yes, furnish particulars

.....

.....

3.11. 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**

3.11.1 If yes, furnish particulars

.....

.....

3.12. 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**

3.12.1 If yes, furnish particulars

.....

.....

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

3.13.1 If yes, furnish particulars

.....

.....

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

3.14.1 If yes, furnish particulars

.....

.....

3.15. 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**

3.15.1 If yes, furnish particulars

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

POSITION

SIGNATURE

DATE

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

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

MBD 6.1

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:

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

1.2 Applicable Preference Point System

- a) The applicable preference point system for this quotation is the 80/20 preference point system.

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	80
SPECIFIC GOALS	20
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.

T2.2 RETURNABLE SCHEDULES**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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be

T2.2 RETURNABLE SCHEDULES

awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of –
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(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 (80/20 system) (To be completed by the organ of state)	Means of Verification (To be provided by the tenderer)
Race (<i>Black Ownership</i>) – people who are Black, Coloured or Indian	6	CSD report and Certified Copy of Identification Documentation
Gender - Women	3	CSD report and Certified Copy of Identification Documentation
Disability (<i>People living with disability</i>)	3	Certified copy of Doctor's Certificate with medical practice number
Youth	4	CSD report and Certified Copy of Identification Documentation
Local Economic Development (<i>Enterprises located in Limpopo Province</i>) Within Waterberg District = 2 Within Mogalakwena Municipality = 4	4	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Total	20	

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

T2.2 RETURNABLE SCHEDULES

☐ 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:

Full Name & Surname:

Duly authorised to sign on behalf of:

..... (tenderer)

Telephone:

Email:

Fax :

Date :

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

MBD 8

A2. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Standard Tendering Document must form part of all tenders invited.

It serves as a declaration to be used by institutions 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.

The tender of any Tenderer may be disregarded if that Tenderer, or any of its directors have abused the institution's supply chain management system, committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

T2.2 RETURNABLE SCHEDULES

Item	Question	Yes	No
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	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.

POSITION

SIGNATURE

DATE

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

MBD 5

A3. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), Tenderers must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....
.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the Tenderer has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....
.....
.....

* Delete if not applicable.

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

3.1 If yes, furnish particulars

.....
.....
.....

T2.2 RETURNABLE SCHEDULES

.....

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES/NO

4.1 If yes, furnish particulars

.....

.....

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (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.

POSITION	SIGNATURE	DATE

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

MBD 9

A4. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Municipal Tendering Document (MBD) must form part of all Tenders¹ 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 Tendering (or Tender rigging).² Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Tender of any Tenderer if that Tenderer 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 Tendering 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 Tenders are considered, reasonable steps are taken to prevent any form of Tender-rigging.
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the Tender:

I, the undersigned, in submitting the accompanying Tender:

.....
(Tender Number and Description)

in response to the invitation for the Tender 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 Tenderer)

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every

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

² Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete

T2.2 RETURNABLE SCHEDULES

respect;

- 3 I am authorised by the Tenderer to sign this Certificate, and to submit the accompanying Tender, on behalf of the Tenderer;
- 4 Each person whose signature appears on the accompanying Tender has been authorised by the Tenderer to determine the terms of, and to sign, the Tender, on behalf of the Tenderer;
- 5 For the purposes of this Certificate and the accompanying Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - (a) Has been requested to submit a Tender in response to this Tender invitation;
 - (b) Could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the Tenderer and/or is in the same line of business as the Tenderer
- 6 The Tenderer has arrived at the accompanying Tender 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 Tendering.
- 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 Tender;
 - (e) The submission of a Tender which does not meet the specifications and conditions of the Tender; or
 - (f) Tendering with the intention not to win the Tender.
- 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 Tender invitation relates.
- 9 The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender 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 Tenders and contracts, Tenders 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.

POSITION

SIGNATURE

DATE

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

T2.2 RETURNABLE SCHEDULES**MOGALAKWENA LOCAL MUNICIPALITY****TENDER NO: 36-2024/2025**

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS 2014

In terms of regulation 5(h) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

Proposed approach to achieve compliance with the Regulations

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

Provide details of proposed training (if any) that will be undergone:

Potential key risks identified and measures for addressing risks:

I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A5. GENERAL INFORMATION (PROCUREMENT)

Name of tendering entity:

Contact Name:

Contact number:

Address of tendering entity:

.....

.....

.....

Postal code:

Tel No.: (.....) Fax No.: (.....)

E-mail address:

Legal entity: Mark with an X.

Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

Income tax reference number: (COMPULSORY):

T2.2 RETURNABLE SCHEDULES

(In the case of a joint venture, provide for all joint venture members)

VAT registration number:

(In the case of a joint venture, provide for all joint venture members)

Company or closed corporation registration number (COMPULSORY):

(In the case of a joint venture, provide for all joint venture members)

Municipal rates and taxes or service charges accounts of tendering
entities and its directors / members (COMPULSORY):

(In the case of a joint venture, provide for all joint venture members).

ATTACH COPIES OF ALL LATEST MUNICIPAL ACCOUNTS (SEE “NOTICE TO TENDERERS: VERY IMPORTANT NOTICE
ON DISQUALIFICATIONS” A13)

Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where
applicable (Form on the next page).

For joint ventures the following must be attached:

Written authority *of each JV partner*, for authorized signatory. The joint venture agreement.

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

(In the event of a joint venture, to be completed by all joint venture partners)

SCHEDULE 1: Name and Surname	SCHEDULE 2: Identity Number

Attach certified ID copies of Directors (**Compulsory**).

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

A6. SPECIFIC GOALS

Equity Ownership

List all partners, shareholders or members of tendering entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a JV, complete an Equity ownership for each JV member.

Name and Surname	Position Occupied in Enterprise	Identity Number	RSA Citizenship	Gender Male / Female	Race	Youth	Disability	LED	Total Scores
Total									

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

In the case of joint ventures equity ownership for each of the JV members are determined as above, and the combined HDI ownership is then calculated as follows:

T2.2 RETURNABLE SCHEDULES

Joint Venture Members	SCHEDULE 3: a % Contribution to the JV	SCHEDULE 4: b % Specific Goals	SCHEDULE 5: $c = a * b \div 100$ % Specific Goals
Total Specific Goals Contribution			

A COPY OF A VALID SIGNED JOINT VENTURE AGREEMENT MUST BE ATTACHED TO THE TENDER DOCUMENT. FAILURE TO COMPLY WITH ABOVE-MENTIONED WILL RESULT IN REJECTION OF THIS TENDER

NOTE: See table in paragraph 2.3.3.10 for specific goals and points to be awarded.

T2.2 RETURNABLE SCHEDULES**MOGALAKWENA LOCAL MUNICIPALITY****TENDER NO: 36-2024/2025**

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

MBD 6.2**A7. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

This Standard Tendering Document (MBD) must form part of all tenders 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, Tenderers 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 (Important Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

General Conditions:

Preferential Procurement Regulations, 2022 (Regulation 8 make provision for the promotion of local production and content. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise with the specific tendering condition that only locally produced or manufactured goods with a stipulated minimum threshold for local production and content will be considered.

Where necessary, for tenders referred to in paragraphs 1.2 above, a two stage tendering 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

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.

The local content (LC) as a percentage of the tender 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 tender 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 the South African Reserve Bank (SARB) on the date of advertisement of the tender as required in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost

A tender will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the tender documentation;

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

Description of services, works or goods	Stipulated minimum threshold
	%

T2.2 RETURNABLE SCHEDULES

Description of services, works or goods	Stipulated minimum threshold
	%
	%

Does any portion of the services, works or goods offered have any imported content? **YES / NO**

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

The relevant rates of exchange information are 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 286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the SARB rate(s) of exchange used. Where, after the award of a tender, 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 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 TENDER No.

ISSUED BY: (Procurement Authority / 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 Tenderer.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Tenderers should first complete Declaration D. After completing Declaration D, tenderers should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the tender documentation at the closing date and time of the tender in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the tenderers for verification purposes for a period of at least 5 years. The successful tenderer 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 Tenderer 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 tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286:2011; and
 - (ii) 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 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

T2.2 RETURNABLE SCHEDULES

Tender 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 tender 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 have been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (c) 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.
- (d) I understand that the awarding of the tender 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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE:

WITNESS No. 1:

DATE:

WITNESS No. 2:

DATE:

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A8: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form “A9” needs to be completed **SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*:

1.
-
2.
-
3.
-
4.
-
5.
-
6.
-
7.
-
8.
-

Held at(place)

On(date)

T2.2 RETURNABLE SCHEDULES

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Mogalakwena Local Municipality in respect of the following project:

Bid / Project Number: {insert number}

A. Mr./Mrs./Ms:

in *his/her Capacity as: (*Position in the Enterprise*)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all

business under the name and style of:

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item a above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address:

.....

..... (Code)

Postal address:

.....

..... (Code)

Telephone number:

Fax number:

T2.2 RETURNABLE SCHEDULES

No.	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

NOTE:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

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 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. **A Valid Tax PIN certificate issued by the South African Revenue Service.**
7. **Duly Signed and dated original or copy of Authority of Signatory on company Letterhead**
8. **Central Supplier Database [CSD] full report**

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A9: 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.

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 CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1. (Name and Signature)

2. (Name and Signature)

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 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 authorize Mr./Mrs./Ms.....
..... (full name and surname), authorised signatory of the company
..... (name of the tenderer),
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:

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

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

T2.2 RETURNABLE SCHEDULES**MOGALAKWENA LOCAL MUNICIPALITY****TENDER NO: 36-2024/2025**

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

MBD 2**A10: DECLARATION OF GOOD STANDING REGARDING TAX****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 original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MOGALAKWENA LOCAL MUNICIPALITY TENDER NO: 36-2024/2025
LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A11: FINANCIAL REFERENCE

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 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 as mentioned above shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: (e.g. ABC Civil Construction CC)		
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)		
ACCOUNT NO:		
ADDRESS OF BANK:		
TEL. NO. OF BANK AND CONTACT PERSON:		
How long has this account been in existence?	(Tick which is appropriate)	
	0 – 6 months	
	7 – 12 months	
	13 – 24 months	
	More than 24 months	

Name of Tenderer:

Date:.....

Signature:

Full name of signatory:

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

**LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)**

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

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A12: 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

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

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

Important: Note the following

- List of Account(s) registered both in the name(s) of the Director(s) and 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).
- If a bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not in arrears for more than three (3) months before the closing date).

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

T2.2 RETURNABLE SCHEDULES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

A13: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

A Proof of good standing with Compensation Commissioner must be attached hereto

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C1 AGREEMENTS AND CONTRACT DATA

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

PART C1: AGREEMENTS AND CONTRACT DATA

TABLE OF CONTENTS

Item	Description	Page
C1.1	Form of Offer and Acceptance	55
C1.2	Contract Data	62
C1.3	Adjudication	68
C1.4	Occupational Health and Safety Agreement	72

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C1.1 FORM OF OFFER AND ACCEPTANCE

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

FORM OF OFFER AND ACCEPTANCE OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: 36-2024/2025: LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

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 Returnable 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 Contract shall be completed within weeks of the Commencement Date.

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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C1.1 FORM OF OFFER AND ACCEPTANCE

Name and address of Organisation:

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

C1.1 FORM OF OFFER AND ACCEPTANCE

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 C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work **Part C4:** Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable 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.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he/she cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C1.1 FORM OF OFFER AND ACCEPTANCE

MOGALAKWENA LOCAL MUNICIPALITY - address of Organisation:

.....

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SCHEDULE OF DEVIATIONS

NOTES:

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.

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.

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. 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.

Subject:

Details:

.....
.....

Subject:

Details:

.....
.....

Subject:

Details:

.....
.....

Subject:

Details:

.....
.....

By the duly authorised representatives signing this Agreement, 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 Returnable Schedules, as well as any confirmation, clarification or changes 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

C1.1 FORM OF OFFER AND ACCEPTANCE

effect in the contract between the parties arising from this Agreement.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY MOGALAKWENA LOCAL MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 09-2024.2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

Signed at (Place)

On the..... (Day) of (Month) (Year)

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME	SIGNATURE	DATE

SIGNED BY WITNESS:

NAME	SIGNATURE	DATE

C1.2 CONTRACT DATA

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition, 2015)

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

The General Conditions of Contract 2015 makes references to the Contract Data for specific data, which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given is cross-referenced to the Clause in the General Conditions of Contract to which it mainly applies.

13 **The additional clauses to the General Conditions of Contract are:**

Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

Where:

V = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.

Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, as stated in the Site Information, on which a rainfall of 20mm or more has been recorded for the calendar month.

Rw = Actual average rainfall in mm recorded for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.

For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall.

Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.

This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from

C1.2 CONTRACT DATA

the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.

For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.

12 Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

13 Applicable labour laws

The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

13.1 Introduction

13.1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

13.1.2 In this document –

“department” means any department of the State, implementing agent or contractor;

“employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

“worker” means any person working in an elementary occupation on a SPWP; “elementary occupation” means any occupation involving unskilled or semi-skilled work;

“management” means any person employed by a department or implementing agency to administer or execute an SPWP;

“task” means a fixed quantity of work;

“task-based work” means work in which a worker is paid a fixed rate for performing a task; “task-rated worker” means a worker paid on the basis of the number of tasks completed; “time-rated worker” means a worker paid on the basis of the length of time worked.

13.2 Terms of Work

13.2.1 Workers on a SPWP are employed on a temporary basis.

13.2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

13.2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

13.3 Normal Hours of Work

13.3.1 An employer may not set tasks or hours of work that require a worker to work–

- a) more than forty hours in any week
- b) on more than five days in any week; and
- c) for more than eight hours on any day.

13.3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.

13.3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

13.4 Meal Breaks

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

13.4.1 An employer and worker may agree on longer meal breaks.

C1.2 CONTRACT DATA

13.4.2 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

13.4.3 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

13.5 Special Conditions for Security Guards

13.5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

13.5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

13.6 Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

13.7 Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

13.8 Work on Sundays and Public Holidays

13.8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

13.8.2 Work on Sundays is paid at the ordinary rate of pay.

13.8.3 A task-rated worker who works on a public holiday must be paid –

- a) the worker's daily task rate, if the worker works for less than four hours;
- b) double the worker's daily task rate, if the worker works for more than four hours.

13.8.4 A time-rated worker who works on a public holiday must be paid –

- a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

13.9 Sick Leave

13.9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.

13.9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

13.9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

13.9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

13.9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

13.9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

13.9.7 An employer must pay a worker sick pay on the worker's usual payday.

13.9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

- a) absent from work for more than two consecutive days; or
- b) absent from work on more than two occasions in any eight-week period.

13.9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

13.9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

13.10 Maternity Leave

13.10.1 A worker may take up to four consecutive months' unpaid maternity leave.

C1.2 CONTRACT DATA

- 13.10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 13.10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 13.10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 13.10.5 A worker may begin maternity leave –
- a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 13.10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 13.10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

13.11 Family responsibility leave

- 13.11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

13.12 Statement of Conditions

- 13.12.1 An employer must give a worker a statement containing the following details at the start of employment –
- a) the employer's name and address and the name of the SPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; the worker's rate of pay and how this is to be calculated; the training that the worker will receive during the SPWP.
- 13.12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 13.12.3 An employer must supply each worker with a copy of these conditions of employment.

13.13 Keeping Records

- 13.13.1 Every employer must keep a written record of at least the following –
- a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

C1.2 CONTRACT DATA

13.14 Payment

- 13.14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 13.14.2 A task-rated worker will only be paid for tasks that have been completed.
- 13.14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.14.4 A time-rated worker will be paid at the end of each month.
- 13.14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.14.6 Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 13.14.7 An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 13.14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it
- 13.14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

13.15 Deductions

- 13.15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 13.15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 13.15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 13.15.4 An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or pay the employer or any other person for having been employed.
- 13.15.5 Failure to pay labourers within 5 weeks cycle will attract a penalty from the client.
- 13.15.6 A fixed penalty amount of R10,000.00 shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Environmental management plan.
- 13.15.7 A fixed penalty amount of R10,000.00 shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Occupational health and Safety specifications.
- 13.15.8 A penalty amount of R1,000.000 per day shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Traffic Management plan.

13.16 Health and Safety

- 13.16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 13.16.2 A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;

C1.2 CONTRACT DATA

- b) obey any health and safety instruction;
- c) obey all health and safety rules of the SPWP;
- d) use any personal protective equipment or clothing issued by the employer;
- e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

13.17 Compensation for Injuries and Diseases

- .1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- .2 A worker must report any work-related injury or occupational disease to their employer or manager.
- .3 The employer must report the accident or disease to the Compensation Commissioner.
- .4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

13.18 Termination

- 13.18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 13.18.2 A worker will not receive severance pay on termination.
- 13.18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 13.18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 13.18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

13.19 Certificate of Service

- 13.19.1 On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the SPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the SPWP;
 - f) the period for which the worker worked on the SPWP; any other information agreed on by the employer and worker.

C1.2 CONTRACT DATA

PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER

CONTRACT SPECIFIC DATA

Clause	Description
1.1.1.13	The defects liability period is 12 months
1.1.1.15	The name of the employer is: Mogalakwena Local Municipality
1.2.1.2	The address of the employer is: (a) Telephone: (015) 491 9797 (b) Address (physical): 54 Retief Street, MOKOPANE, Limpopo Province, 0600 (c) Address (postal): PO Box 51, MOKOPANE, Limpopo Province, 0600
1.1.1.16	The Engineer, referred to in the documents, is the firm of ZAKUMI Consulting Engineers (Pty) Ltd acting through a director, an associate or an official authorised thereto in writing. The name of the engineer is: ZAKUMI Consulting Engineers (Pty) Ltd
1.2.1.2	The address of the engineer is: (a) Name: ZAKUMI Consulting Engineers (Pty) Ltd (b) Address: ZCE House, 21 Compensatie Street, CBD, POLOKWANE, Limpopo Province, 0699 (c) Tel: (015) 291 1176 (d) Email Address: admin@zce.co.za or smokwatlo@zce.co.za (e) Contact: Ms. Sphiwe MOKWATLO.
1.1.1.26	The pricing strategy is re-measurable. The governing law is South Africa..
5.1.1 & 5.8.1	The non-working days is Sundays. The special non-working days are gazetted public holidays, and the days on which the contractor grants the majority of his permanent workforce leave around the 16th of December and the 1 st Monday of the subsequence year.
5.3.1	The documentation required before commencing with the Works are: (a) Health and Safety Plan (Refer Clause 4.3) (b) Baseline Programme (Refer Clause 5.6) (c) Security (Refer Clause 6.2) (d) Insurance (Refer Clause 8.6) (e) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.4.2	The time to deliver the documentation required before commencement of the Works is 14 days from acceptance of the offer
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.
5.4.3	Add the following clause after Clause 5.4.3:
5.4.4	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.12.2.2	No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12. “Extension of time resulting from rainfall or other forms of inclement weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The ‘n’ value of working days, as specified in this clause as being expected delays for which the contractor must make allowance in his programme, have been calculated

C1.2 CONTRACT DATA

from the figures given in the table below.

The rainfall records applicable to this Contract are those recorded at "Potgietersrus" Station no 0633882 7 (Latitude 24.2050 Longitude 29.0110) for the period 1997-2007. The following values of Nn and Rn are from the 11-year period and shall apply:

AVERAGE DELAYS DUE TO INCLEMENT WEATHER

Month	Average rainfall for calendar month Rn	Average number of days for calendar month on which a rainfall of 10 mm or more were recorded Nn
January	59.1	2
February	40.4	1
March	27.9	0.8
April	15.2	0.4
May	7.2	0.1
June	3.8	0.1
July	1.4	0
August	1.1	0
September	5.2	0.1
October	30.1	0.8
November	88.4	3.4
December	73.3	3
TOTAL	353.1	11.7

The number of rain-related delays is the average number of days on which 10mm of rain or more has been measured by the weather station. Other inclement weather delays for which the contractor must make allowance in his programme have been derived from previous experience of wind and temperature influence on similar construction in the area of the site. Actual extensions of time due to inclement weather shall be agreed between the engineer's and contractor's representatives on the site. The agreed whole days or parts thereof shall be recorded at the monthly site meetings. Adjustment to the contract period shall only be made at the end of the contract when the contractor may submit its claim for the agreed extension due as well as any additional payment resulting from the delay. Extension caused by inclement weather delays will only accrue once the agreed cumulative delays exceed 15 days.

If approved extensions of time extend the completion date beyond the start of the contractor's holiday in December, the holiday period shall not be considered as working days. Any remaining extension of time at this date shall be calculated from the first statutory working day in January the following year, provided that the contractor has shown in his programme that he intends to close during the traditional Christmas/New Year break."

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

5.13.1

The penalty for failing to complete the Works is **R 5000.00** per calendar day

5.14.7

Practical completion for different parts of the projects will be issued upon achieving the requirements for practical completion for the specific portion of the Works. Parts to be considered for different practical completion dates are as follows:

- Work identified to be executed by Main contractor
- Work identified and allocated to nominated local sub-contractors

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description
1.1.1.9	The Contractor is the:
1.2.1.2	The Contractor’s address for receipt of communications and notices is: Telephone: Facsimile: Address (Postal): Address (Physical):
1.1.1.14	The Works shall be completed in Three (03) months

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C1.4 ADJUDICATION

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

**LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)**

ADJUDICATION

Adjudication shall be carried out in terms of Clauses 10.5, and 10.6 of the General Conditions of Contract (2015) 3rd Edition.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

Evaluation Criteria:

- Returnable Documents (Completed in Full)
- Price

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN MOGALAKWENA LOCAL MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I

Representing, as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer:

.....

Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

Signed at (Place)

On the..... (Day) of (Month) (Year)

C1.5 OHS AGREEMENT

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED BY/ON BEHALF OF MOGALAKWENA LOCAL MUNICIPALITY

Signed at (Place)

On the..... (Day) of (Month) (Year)

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

C1.5 OHS AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.

Discipline in the interests of occupational health and safety shall be strictly enforced.

Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

No substandard equipment/machinery/articles or substances shall be used on the site.

All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.

No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

PART C2: PRICING DATA AND BILL OF QUANTITIES

TABLE OF CONTENTS

Item	Description	Page
C2.1	Pricing Assumptions	76
C2.2	Summary of Bill of Quantities	81

C2.1 PRICING INSTRUCTIONS**MOGALAKWENA LOCAL MUNICIPALITY TENDER NO: 36-2024/2025****LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)****PRICING ASSUMPTIONS**

Measurement and payment shall be in accordance with the relevant provisions of Part C: Measurement and payment Specifications for Civil Engineering Construction referred to in COTO. The General Conditions of Contract (2015.3rd Edition), the contract data, Scope of Work (including specifications), the Site information and drawings are to be read in conjunction with the Bill of Quantities.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
hr	=	hour	m ³	=	cubic
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganeutron
kℓ	=	Kilolitre	MN.m	=	meganeutron-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov Sum	=	Provisional Sum
kW	=	kilowatt	P C sum	=	Prime Cost Sum
ℓ	=	litre	Sum	=	Lump Sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work Day
m ²	=	square metre			

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.

It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.SABS.co.za or www.iso.org for information on standards).

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

The quantities set out in the Pricing Schedule (sometimes referred to as the bill or schedule of quantities) are estimated quantities and are used for the comparison of tenders and for awarding the contract. It must be clearly understood that only the actual quantities of work done, or materials supplied, will be measured for payment and that the scheduled quantities may be increased or decreased as provided for in the Contract Documentation.

C2.1 PRICING INSTRUCTIONS

This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

- 1 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor. The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment.
- 2 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified, all in accordance with the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 3 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 4 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 5 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorization for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 6 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 7 The provisions of Clause 45 of the General Conditions of Contract 2015 (3rd Edition) shall apply to provisional sums and prime cost sums.
- 8 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the bill of quantities shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totaled bill of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the bill of quantities. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender

C2.1 PRICING INSTRUCTIONS

sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

- 9 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 10 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 11 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications.
- 12 Those parts of the contract to be worked using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be worked using labor-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a breach to the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities, which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
- 13 Payment for items which are designated to be worked labour-intensively (either in this schedule or in the scope of works) will not be made unless they are worked using labour-intensive methods. Any unauthorized use of plant to carry out work, which was to be done labour-intensively will not be condoned, and any works so completely executed will not be certified for payment.

NOTE: Tender Sum is the value of the offered total of the prices Inclusive of VAT, Contingencies, CPA and specials materials but including contractual variations.

SIGNED ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.0	GENERAL REQUIREMENTS AND PAYMENT				
1.1	Site Assessment	Sum	1.00		
1.2	Desk Study & Photo Images	Sum	1.00		
1.3	Production of Project Files with Drawings and Datum Master information compatible with AutoCAD 3D and Civil Designer Software's	Sum	1.00		
1.4	Traveling and Disbursements	Sum	1.00		
TOTAL CARRIED TO SUMMARY					

C2.2 BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.0	ENGINEERING SURVEYS				
2.1	Establishment, plant set-up, inter-settlement movements and de-establishment				
2.1.1	Site Establishment	Sum	1.00		
2.1.2	Mobilization and set up of equipment to/at first settlement	Sum	1.00		
2.1.3	De-establishment from Site, of the given survey equipment	Sum	1.00		
2.2	Stands Survey including Photo Images				
2.2.1	Stands Survey for Township Settlements, the stand numbers are approximation of the status of each settlement.				
2.2.1 (a)	Mitchell Settlement	Stands	1,080.00		
2.2.1 (b)	Maruteng Settlement	Stands	1,580.00		
2.2.1 (c)	Masehlaneng Settlement	Stands	978.00		
2.2.1 (d)	Mohlabaneng 1&2 Settlement	Stands	923.00		
2.2.1 (e)	Mountain View Settlement	Stands	980.00		
2.3	Strip Surveying of Water Pipelines				
2.3.1	30 m Strip Survey	km	5.00		
2.3.2	50 m Strip Survey	km	5.00		
TOTAL CARRIED TO SUMMARY					

C2.2 BILL OF QUANTITIES

SUMMARY OF BILL OF QUANTITIES	
DESCRIPTION	AMOUNT
SCHEDULE 1: GENERAL REQUIREMENTS AND PAYMENT	
SCHEDULE 2: ENGINEERING LAND SURVEYS	
SUBTOTAL A: SCHEDULE OF WORKS (Excluding VAT):	
Add Value Added Tax (15.00% VAT of Subtotal A):	
TOTAL CARRIED FORWARD TO FORM OF OFFER (Including VAT):	

Signed on behalf of the Tenderer:..... (Signature)

Date:

Tenderer's Name: (Company Name).

DISCLAIMER

Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct, and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C2.2 BILL OF QUANTITIES

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

DECLARATION

(In respect of completeness of Tender)

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2 of this Contract Document comprising 4 pages + the Bill of Quantities comprising *three (03) pages* in consecutive order upon which my/our tender for the **Land Survey Specialist Services For Sefakaola Cluster (Mitchell, Maruteng, Masehlaneng, Mohlabaneng 1 & 2) Project** has been based.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C3.1 DESCRIPTION OF WORKS

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

PART C3: SCOPE OF WORK

TABLE OF CONTENTS

Item	Description	Page
C3.1	Description of the Works	84

C3.1 DESCRIPTION OF WORKS

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

**PART C3: SCOPE OF WORK – LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER
(MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)**

C3.1: DESCRIPTION OF THE WORKS

CC3.1.1 OVERVIEW OF THE WORKS

The project aim is to upgrade the existing water supply services for Sefakaola Cluster and among other Engineering Services, the Engineering and Land Surveys should be conducted to confirm the extent of the topographical settings of the project area, hence the bid seeks to establish and procure the relevant Land Survey Specialists. The Land Survey Specialists is expected to provide the prices (rates) as provided in the Schedule of Quantities provided. All cost of information production shall be deemed to have been incorporated in rates provided. The Land Survey Specialists shall at all times provided results and information to the Engineer for verification of the work done. All works must be approved before the following activity can commence. All payments certificates must be accompanied with measurements and project information. No payment certificates will be accepted/ forwarded to the client without required documentation. The Land Survey Specialists shall take full responsibility to timeously comply with the firm conditions as stipulated under this contract.

CC3.1.2 EXTENT OF THE WORKS

The **Land Survey Specialist Services for Sefakaola Cluster (Mitchell, Maruteng, Masehlaneng, Mohlabaneng 1 & 2) Project** is as follows:

- (a) Establishing on Site and Demobilization upon completion of works;
- (b) Conducting Land and Engineering Surveys for nearly 1,080 stands for Mitchell Settlement;
- (c) Conducting Land and Engineering Surveys for nearly 1,580 stands for Maruteng Settlement;
- (d) Conducting Land and Engineering Surveys for nearly 978 stands for Masehlaneng Settlement;
- (e) Conducting Land and Engineering Surveys for nearly 923 stands for Mohlabaneng 1&2 Settlement;
- (f) Conducting Land and Engineering Surveys for nearly 980 stands for Mountain View Settlement;
- (g) Strip surveys for nearly 10 km of water pipelines outside the above stated settlements; and
- (h) Production of Project Files including photographic images, drawings and datum master information compatible with AutoCAD 3D and Civil Designer Software's.

The location information is provided below.

CC3.1.3 LOCATION OF WORKS

Sefakaola Cluster project is located within Mogalakwena Local Municipality in the southern region of the Limpopo Province and falls within the jurisdiction of Mogalakwena Local Municipality. The project includes four beneficiary villages, namely Mitchell, Maruteng, Masehlaneng, Mohlabaneng 1 & 2 and Mountain View. The project area is approximately 5.00 km North-West of Mokopane via National Road N11. Further details of the project locality are tabulated in Table 1 and Figure 1 below.

C3.1 DESCRIPTION OF WORKS

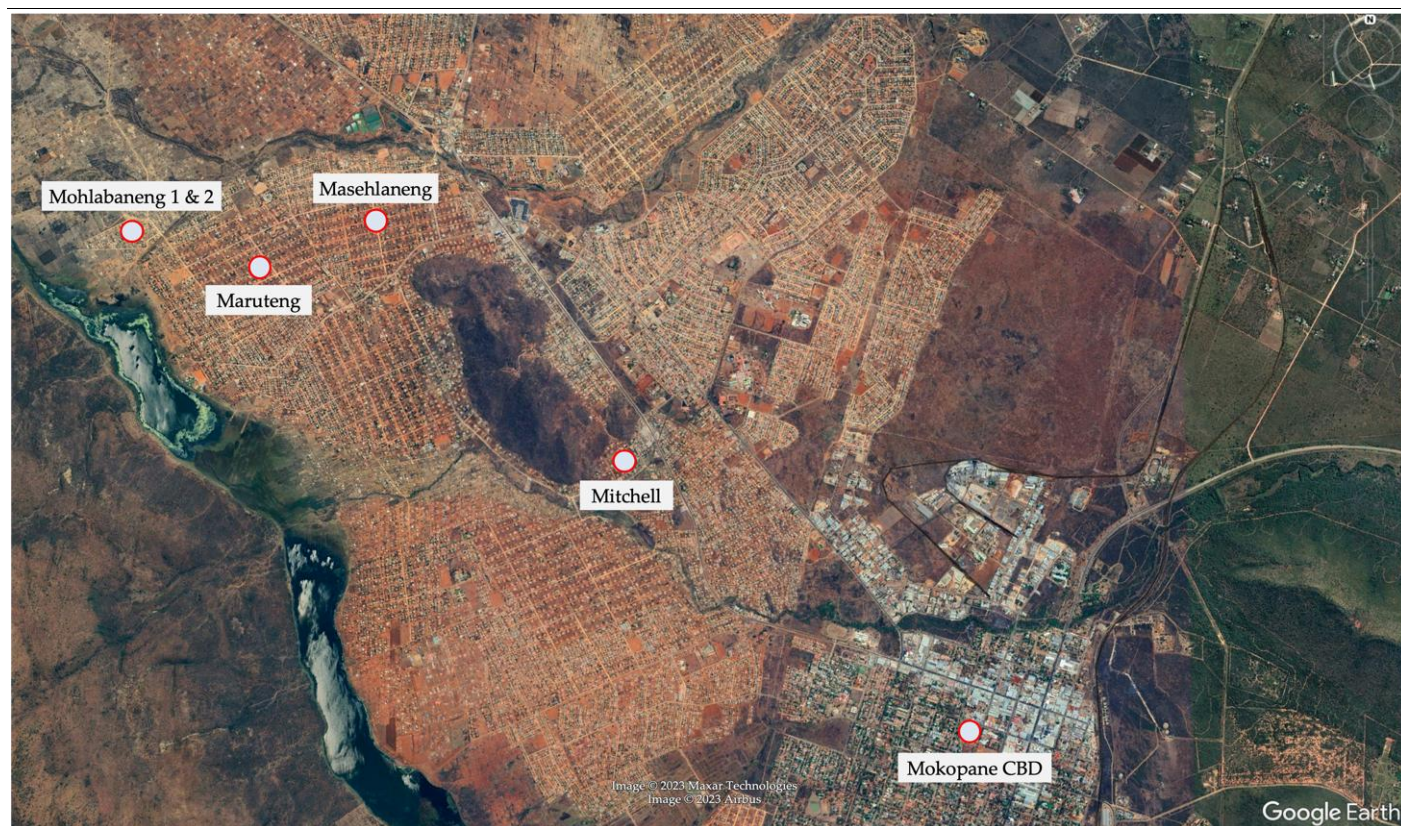


FIGURE 1: Project Locality Map

Source: The underlying map used to produce the Project Locality Map was downloaded from Google Earth

TABLE 1: Project Locality Coordinates and Distance from Mokopane

Part	Settlement	Project Coordinates and Travelling Distances from Mokopane		
		Latitude (S)	Longitude (E)	Distance to Mokopane (km)
(a)	Mitchell Village Central Coordinates	S 24° 09' 32.60"	E 28° 58' 44.90"	6.00km
(b)	Maruteng Village Central Coordinates	S 24° 08' 44.80"	E 28° 56' 44.12"	10.00km
(c)	Masehlaneng Village Central Coordinates	S 24° 08' 16.80"	E 28° 57' 21.60"	8.00km
(d)	Mohlabaneng 1 & 2 Village Central Coordinates	S 24° 08' 27.34"	E 28° 56' 07.22"	11.00km
(e)	Mountain View Village Central Coordinates	S 24° 08' 43.97"	E 28° 58' 10.98"	7.00km

CC3.1.5 CONSTRUCTION PROGRAMME

The Contractor shall submit a detailed programme within 14 days of the acceptance of the tender. The programme shall clearly show the order in which the Contractor proposes to carry out the Work, the critical path, the proposed rate of progress and a linked cash flow forecast.

The Contract Period shall include all Saturdays, Sundays, non-working days as well as an allowance for expected inclement weather and consequential delays during normal working days. The time for completion of the works shall be as stated in the Contract Data, Part C1.2, Clause 5.5.1. A week shall consist of five working days. The programme shall be agreed between the Employer and the Contractor prior to the implementation of the construction works.

If the construction programme has to be revised in terms of Clause 5.6 of the Conditions of Contract because the Contractor is falling behind in his programme, the Contractor shall submit a revised programme of how he intends to regain lost time to ensure completion of the Works before the Due Completion Date. Any proposals by the Contractor to increase the tempo of work must incorporate positive steps to increase production either by the provision of more labour and Plant on the Site, or by using the available labour and Plant in a more efficient manner.

C3.1 DESCRIPTION OF WORKS

Failure on the part of the Contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as set out in clause 9 of the conditions of contract.

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C4.1 SITE INFORMATION

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

**PART C4: SITE INFORMATION – LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA
CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)**

C4.1: SITE INFORMATION

GENERAL

The documentation included in this section describes the site as at the time of tender to enable the Tenderer to price his tender, furthermore to decide upon his method of working and programming and to evaluate his risks.

INFORMATION

Only actual information about physical conditions of the site and its surroundings (if any available) is included in this Site Information and interpretation thereof is a matter for the Tenderer.

CLIMATIC CONDITIONS

The mean annual temperature ranges between 14°C and 22°C in winter and 25°C and 32°C in summer. Maximum temperatures are usually experienced in January and minimum temperatures occur on average in July. The rainfall occurs mainly in the summer, with peak readings during the months of January and February and an average rainfall of 500 mm – 600 mm per annum.

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG, MOHLABANENG 1 & 2)

C4.2 TOPOGRAPHY

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

C4.2: TOPOGRAPHY

PROJECT REGION TOPOGRAPHY

The general altitude in the project ranges from 1100 m – 1400 m and is relatively flat with localized outcrops of rock and surrounding mountain ranges. The vegetation is mainly grassveld with scattered low thorn trees.

PROJECT REGION HYDROLOGY AND GEOLOGY

The primary water source is the underground aquifer, yielded through boreholes. The geology of the region consists of Basement Gneisses, Murchison Sequence, Rooiwater Igneous Complex, Basement Granites, Transvaal Sequence, Bushveld Complex, Karoo Sequence and Quaternary Deposits.

C4.4 DRAWINGS

MOGALAKWENA LOCAL MUNICIPALITY

TENDER NO: 36-2024/2025

LAND SURVEY SPECIALIST SERVICES FOR SEFAKAOLA CLUSTER (MITCHELL, MARUTENG, MASEHLANENG,
MOHLABANENG 1 & 2)

C4.3: LOCALITY PLAN

Sefakaola Cluster project is located within Mogalakwena Local Municipality in the southern region of the Limpopo Province and falls within the jurisdiction of Mogalakwena Local Municipality. The project includes four beneficiary villages, namely Mitchell, Maruteng, Masehlaneng and Mohlabaneng 1 & 2. The project area is approximately 5.00 km North-West of Mokopane via National Road N11. Further details of the project locality are tabulated in Table 1 and Figure 1 below.

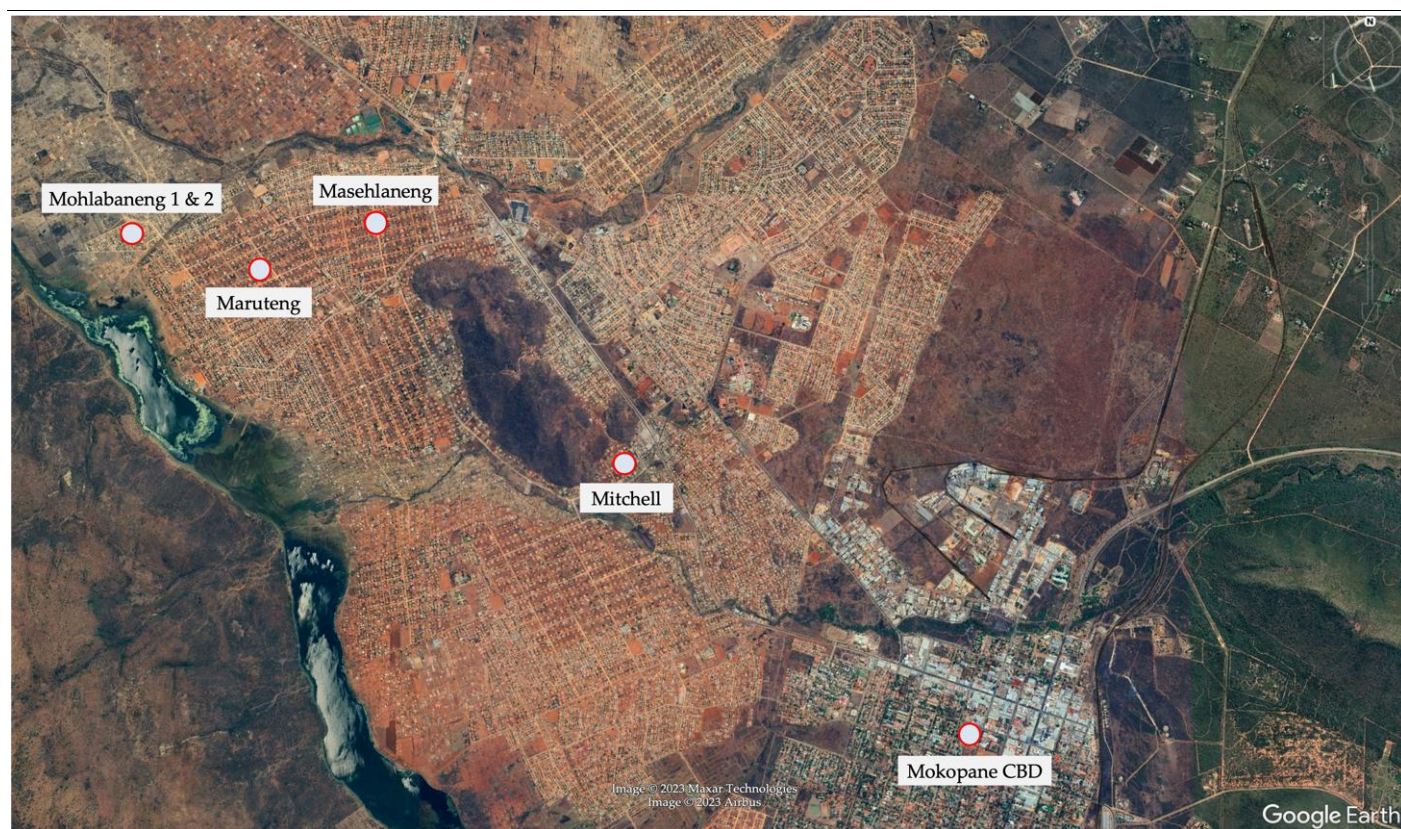


FIGURE 2: Project Locality Map

Source: The underlying map used to produce the Project Locality Map was downloaded from Google Earth

TABLE 2: Project Locality Coordinates and Distance from Mokopane

Part	Settlement	Project Coordinates and Travelling Distances from Mokopane		
		Latitude (S)	Longitude (E)	Distance to Mokopane (km)
(a)	Mitchell Village Central Coordinates	S 24° 09' 32.60"	E 28° 58' 44.90"	6.00km
(b)	Maruteng Village Central Coordinates	S 24° 08' 44.80"	E 28° 56' 44.12"	10.00km
(c)	Masehlaneng Village Central Coordinates	S 24° 08' 16.80"	E 28° 57' 21.60"	8.00km
(d)	Mohlabaneng 1 & 2 Village Central Coordinates	S 24° 08' 27.34"	E 28° 56' 07.22"	11.00km
(e)	Mountain View Village Central Coordinates	S 24° 08' 43.97"	E 28° 58' 10.98"	7.00km