



TENDER NO: BID/NC062/01/2025-2026

NAMA KHOI MUNICIPALITY

NOTICE NUMBER: 66/2025

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS

IMPORTANT NOTES TO BIDDERS:

- a) Tenders must be properly received and deposit in the tender box on or before the closing date and before the closing time at tender submission office, situated at the entrance to the Head office of Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240.
- b) No late bids will be accepted under any circumstances.
- c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and description as indicated above,
- d) Only original tenders will be accepted.
- e) Do not dismember this bid document rather attached schedules and supporting documentation.
- f) In the event that a bidder is not registered for VAT and the bid is expected to exceed R 1 million, the bidder is expected to include a statement of intent to register for VAT.
- g) Bid documents of other bidders are not available to other bidders which may prejudice them in commercial competition.
- h) Tender fee: R **770.40** (Taxes included) in cash or electronic transfer per document. This amount is non-refundable.
- i) Tender document can be downloaded for free from:
www.namakhoi.gov.za (Documents – Supply Chain Information - Bid Invitation Adverts - Bid Invitation Advert 2025/2026)

To be completed by Bidder			
Entity name:		Address	
Registration Number:			
Telephone:		Delivery Period	
Fax:		CSD Registration number	
Email:		Representative appointed by resolution:	

Starting Date: 08 August 2025

Closing Date: 8 September 2025

Closing Time: 12:00 MIDDAY

Contact the SCM Unit on advice on completing the bid documentation Acting Senior Accountant SCM Ms. Candice Rabie
– (027) 718 8210

Technical specification enquiries:
Mr. JH Adams (027) 718 8100

SCM Officials in attendance at the opening of the Bids


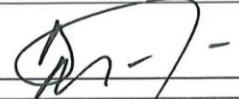
	Name	Signature
1.		
2.		

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(PART A) TENDER NOTICE AND INVITATION TO TENDER

1. TENDER NOTICE AND INVITATION TO TENDER
2. STANDARD CONDITIONS OF TENDER
3. TENDER OFFER
4. TENDER ACCEPTANCE

	NAMA KHOI LOCAL MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO TENDER			
	ADVERTISED ON:	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER; CIDB i-Tender		
	NOTICE NO: 66/2025	BID/NC062/01/2025-2026		
Tenders are hereby invited for:		APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS		
PUBLISHED DATE:		08 August 2025	CLOSING DATE:	08 September 2025 @ 12H00
CLOSING TIME		Tenders sealed and clearly marked BID/NC062/01/2025-2026 APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than 12h00 on 8 September 2025 and will be opened in public immediately thereafter.		
AVAILABILITY OF TENDER DOCUMENTS:				
Tender Documents will be available electronically. Tender documents must be reserved no less than 48 hours before the date and time of the Site Clarification meeting.				
<p>Bid documents will be available online for download and hardcopies will be available from the date of the advertisement. Documents must be booked and paid 48 hours before the clarification meeting in order for the documents to be available for collection during the meeting. <i>Proof of attendance at Clarification meeting must be submitted with tender documents for the company which a bid will be submitted as well as the proof of the payment for the tender document.</i></p>		<p>A payment request should be send to:</p> <p>Victor Cloete: Email: victor.cloete@namakhoi.gov.za</p> <p>Proof of payment must be provided in order to retrieve a tender document</p>		
Date Available:	08 AUGUST 2025 @ 13H00	Non-refundable Fee:	R 770.40	
TENDER SUBMISSION RULES:				
<ol style="list-style-type: none"> Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF THE TENDER. Tender Documents must be placed in the Municipal tender box, Municipal Offices Reception Area, 04 Namakwa Street, Springbok, 8240 no later than 12h00 on 8 September 2025 and will be opened in public immediately after tender closing. Tenders may only be submitted on the Tender documentation issued by the Municipality. Nama Khoi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenderers who are not yet registered are required to register on the National Central Suppliers Database (CSD). Application forms are obtainable from the website https://secure.csd.gov.za. Tenderers will be required to have a specified level of experience to be eligible to tender. 				
Tenders shall be evaluated in terms of the SCM Policy		Tenderers may claim preference points in terms of the 80/20 principle per the Specific Goals set out in the tender document		
Preferential Procurement Regulations, 2017- Local Content Requirement		As stipulated in the Tender Document		
CIDB Registration Required		4SQ or Higher.		
Company Experience Required (Functionality Criteria)		As stipulated in the Tender Document		
Construction Site Forman and Team Leader Experience Required (Functionality Criteria)		As stipulated in the Tender Document		
Bank Rating (Functionality Criteria)		As stipulated in the Tender Document		
LOCAL SMME SUB-CONTRACTING TARGET		A minimum of 5% to be sub-contracted to developing contractors ito Gazette Notice no. 36190 of 25 February 2013.		
Site Meeting/Information Session	<p>A compulsory clarification meeting for all Bidders will be held on 14 August 2025 at 10:00, at Nama Khoi Local Municipality, 4 Namakwa Street, Springbok, 8240 in the Council Chambers.</p> <p>Reserved bid documents will only be available after the site clarification meeting.</p>		Validity Period	120 Days
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:		
Section:	Technical Services	Section:	Supply Chain Management	
Contact Person:	Mr. J Adams	Contact Person:	Ms. C Rabie	
Tel:	027 718 8100	Tel:	027 718 8210	
E-mail:	johannes.adams@namakhoi.gov.za	E-mail:	candice.rabie@namakhoi.gov.za	
Authorised by:	ACTING MUNICIPAL MANAGER ADV DM MALAN			

(2). STANDARD CONDITIONS OF TENDER/ INSTRUCTIONS TO BIDDERS

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WITH THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1. General

- 2.1.1. No tender will be considered unless submitted on this Nama Khoi Municipality Quotation document.
- 2.1.2. Any portion of the tender document not completed will be interpreted as “not applicable”. Notwithstanding the foregoing, failure to complete any compulsory portion of the Quotation document may result in the Quotation being declared non-responsive.
- 2.1.3. Tenders must be properly received and deposited in the designated Tender box (as detailed on the front page of this Tender document) in the relevant Tender box at the Tender Submission Office situated on the first floor, 4 Namakwa Street, Springbok, 8240 on or before the closing date and before the closing time. If the Quotation submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.1.4. Nama Khoi Municipality reserves the right to accept:
 - (a) or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Quotation process and reject all Tender offers at any time before the formation of a contract. Nama Khoi Municipality shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon receipt of a written request to do so.
 - (b) a Tender offer which does not, in Nama Khoi Municipality’s opinion, materially and/ or substantially deviate from the terms, conditions and specifications of the Tender document.
 - (c) the entire Tender or part of a Tender or any item or part of any item, or to accept more than one Quotation (in the event of a number of items being offered), and Nama Khoi Municipality is not obliged to accept the lowest or any Tender.
- 2.1.5. Nama Khoi Municipality shall not consider Tender documents that are received after the closing date and time for such a Tender (late Formal written quotations).
- 2.1.6. Nama Khoi Municipality will not be held responsible for any expenses incurred by Bidders in preparing and submitting a Tender.
- 2.1.7. Nama Khoi Municipality may, after the closing date, request additional information or clarification of a tenderer in writing.
- 2.1.8. A Bidder may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.

2.1.9. A Bidder may request in writing, after the closing date, that the Tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the Bidder in such written request for withdrawal.

2.1.10.

Should the Tender offer be withdrawn in contravention of 2.1.9 above, the Bidder agrees that:

- (a) it shall be liable to Nama Khoi Municipality for any additional expense incurred or losses suffered by Nama Khoi Municipality in having either to accept another Tender or, if new Formal written quotations have to be invited, the additional expenses incurred or losses suffered by the invitation of new Formal written quotations and the subsequent acceptance of any other Tender;
- (b) Nama Khoi Municipality shall also have the right to recover such additional expenses or losses by setting them off against any monies that may be due or become due to the Bidder under this or any other quotation or contract, or against any guarantee or deposit that may have been furnished by the Bidder, or on its behalf, for the due fulfilment of this or any other quotation or contract. Pending the ascertainment of the amount of such additional expenses or losses, Nama Khoi Municipality shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.1.11.

The Bidder agrees that this tender and its acceptance shall be subject to the terms and conditions contained in Nama Khoi Municipality Supply Chain Management Policy ("SCM Policy")

2.1.12.

Notwithstanding any requests for confirmation of receipt of notices issued to the Bidders, the Bidder shall be deemed to have received such notice if Nama Khoi Municipality can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.1.13.

Unless otherwise stated in this Tender document, all information submitted by the Bidder contained in other documents for example, cover letters, brochures, catalogues etc. submitted with the Tender offer, will not be considered during evaluation unless such documents have been recorded and referenced in **PART B: List of Other Documents Attached by Bidder.**

2.2. Resolutions and Authorities

A Tender submitted:

- 2.2.1. by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the Tender to be made and the signatory to sign the Tender on the company's behalf (Attach to **PART B**);
- 2.2.2. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the Quotation to be made and the signatory to sign the Tender on the close corporation's behalf (Attach to **PART B**);
- 2.2.3. by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all parties to the partnership/joint venture/consortium authorizing the Tender to be made and the signatory to sign the Tender on the partnership//joint venture/consortium's behalf (Attach to **PART B**).

2.3. Partnerships/Joint Ventures(JV's)/Consortiums

In the case of partnerships/joint ventures/consortiums, a copy of the partnership/joint venture/ consortium agreement must be submitted with the Tender document. All parties/partners to the partnership/joint venture/consortium agreement must be registered on Nama Khoi Municipality's Vendor Database.

2.4. Validity Period

- 2.4.1. A Tender submitted shall remain valid, irrevocable and open for acceptance by Nama Khoi Municipality for 120 (one hundred and twenty) days.
- 2.4.2. A Tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 30 day period, until formal acceptance by Nama Khoi Municipality, unless Nama Khoi Municipality is notified in writing by the Bidder of anything to the contrary (including any further conditions the Bidder may introduce).
- 2.4.3. Any further conditions that the Bidder may introduce will be considered at the sole discretion of Nama Khoi Municipality.

2.5. Tax clearance

- 2.5.1. Bidders shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the Bidder to submit to Nama Khoi Municipality documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS.
- 2.5.2. Each party to a Partnership/Joint Venture/Consortium shall submit a separate Tax Clearance Certificate.
- 2.5.3. Bidders are to note that Nama Khoi Municipality will not award a contract to a Bidder whose tax matters are not in order.
- 2.5.4. Bidders that have a verified SARS e-filing notification that tax matters are in order may also submit within 10 days of being so requested by the municipality, an original and valid tax certificate.

2.6. Specific goals

- 2.6.1. The number of preference points shall be determined as stipulated in **PART B**.

2.7. Independent Bid Determination

- 2.7.1. Bidders must complete, sign and submit, together with their Tender or upon being requested to do so in writing, a certificate of independent bid determination (**PART B**) Should the bidder fail to comply, the Tender offer may be declared non-responsive.
- 2.7.2. Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the Formal written quotations are submitted by Bidders:
- (a) who (notwithstanding having submitted duly completed certificates of independent Tender determination) are nevertheless deemed to have knowledge of the contents of any other Bidder's offer and/or has submitted a certificate which is not true and correct in every respect;
 - (b) in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
 - (c) who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
 - (d) in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

2.8. Fronting

- 2.8.1. Nama Khoi Municipality supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner.
- 2.8.2. Against this background, Nama Khoi Municipality condemn any form of fronting.
- 2.8.3. Nama Khoi Municipality, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Nama Khoi Municipality may have against the bidder / contractor concerned.

2.9. Prohibited practices

- 2.9.1. In terms of section 4 (1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - collusive bidding.
- 2.9.2. If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices referred to above, the purchaser may refer the matter to Special Requirement and Conditions of Contract the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 2.9.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

2.10. Undertaking – not being actual manufacturer of products

- 2.10.1.
In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company, a letter from that entity/ supplier(s) confirming firm supplier arrangement(s) including lead times in this regard, must accompany your bid at the closing time and date.
- 2.10.2.
The said company/ manufacturer/ supplier issuing the letter must confirm that it has familiarized itself with the item description/ specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated i.r.o which item(s) the supportive letter has been issued.
- 2.10.3.
It must be indicated in the letter that all the terms and conditions are mutually agreed upon.

2.11. Counter conditions

- 2.11.1. Bidders attention is drawn to the fact that amendments to any Special Conditions by bidders will result in the invalidation of such bids.

2.12. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

2.12.1.

No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly through a representative or intermediary promise, offer or grant:

- a) any inducement or reward to Nama Khoi Municipality for or in connection with the award of a contract; or
- b) any reward, gift, favor or hospitality to any official or any other role player involved in the implementation of the supply chain management policy.

2.12.2.

No person may influence or interfere with the work of any Nama Khoi Municipality officials involved in the Tender process in order to *inter alia*:

- a) influence the process and/or outcome of a bid;
- b) incite breach of confidentiality and/or the offering of bribes;
- c) cause over and under invoicing;
- d) influence the choice of procurement method or technical standards;
- e) influence any Nama Khoi Municipality Official in any way which may secure an unfair advantage during or at any stage of the procurement process.

2.12.3.

Abuse of the Supply Chain Management System is not permitted and may result in the Tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as determined by the municipality's SCM Policy and the Blacklisting Policy.

2.13. Declarations and authorization

Bidders are required to complete all statutory declarations and authorizations in the schedules attached hereto failing which the Tender may be disqualified in terms of Evaluation Criteria.

2.14. Expenses due to the preparation and submission of bid documents

Nama Khoi Municipality shall not be liable for any expenses or losses incurred by the Bidder/bidder due to visiting the site or municipal area and the preparation and/or submission of the Tender/bid documents.

2.15. Acceptance or rejection of bids

Nama Khoi Municipality is not compelled to accept the lowest or any Tender/bid and reserves the right to accept any Tender/bid.

2.16. Clarification information session

A Compulsory site clarification meeting will be held on 04 July 2025.

2.17. Awards to tenderers who are not the highest ranked

2.17.1. Normally the tenderer that scores the highest number of adjudication points must be recommended for acceptance, unless objective criteria stated in bid document justify the acceptance of another tender

2.17.2. The bidder will still have to satisfy objective criteria which may include the following;

- (a) The bidder has demonstrated that it has the necessary resources and skills required to fulfill its obligations in terms of the tender document;
- (b) It does not pose any commercial or legal risk to Nama Khoi Municipality;
- (c) It is not currently subject to action in accordance with the SCM Policy.

2.18. Alterations to bid documents

Do not make any alterations or additions to the bid document, except as to comply with instructions issued by the municipality, or to make the necessary corrections made by the bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited

2.19. Alternative tender offers

- 2.19.1.** Alternative bids can be submitted provided that an acceptable bid, which complies with the bid conditions and specifications and submitted strictly in accordance with the bid documents, is also submitted.
- 2.19.2.** An alternative bid shall be submitted on a separate complete set of bid documents or in accordance with such conditions as may be set out in the bid document and shall be clearly marked "Alternative Bid" to distinguish it from the acceptable bid referred to above.
- 2.19.3.** All acceptable bids (excluding alternative bids) shall first be evaluated in accordance with the bid conditions and ranked. Only the alternative of the highest ranked acceptable bid (that is, submitted by the same bidder) may be considered, and if appropriate, recommended for award.
- 2.19.4.** Alternative bids of any but the highest ranked acceptable tender, shall not be considered.
- 2.19.5.** If the alternative bid of the highest ranked acceptable tender is considered to have merit, then the alternative bid shall be ranked along with all of the acceptable tenders received.
- 2.19.6.** An alternative of the highest ranked acceptable tender that is priced higher than the first ranked tender may be recommended for award, provided that the ranking of the alternative bid is higher than the ranking of the next ranked acceptable tender.
- 2.19.7.** Nama Khoi Municipality however will not be bound to consider alternative bids.

2.20. Closing date

- 2.20.1.** Please ensure that your bid is submitted within the closing date and time of the bid. Accept that proof of posting will not be accepted as proof of delivery.
- 2.20.2.** Accept that if the employer extends the closing date and time stated in the bid documents for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.21. Issue Addenda and Extension of Closing Date/Time

- 2.21.1.** If necessary, the Municipality may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tenderer documents are available until seven days before the tender closing time stated in the Tender documents. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Documents, the Municipality may grant such extension and shall then notify all tenderers who drew documents.
- 2.21.2.** The register of entities that has drawn tender documents shall be used as the distribution list for any addenda. Each person/entity who collects tender documents must supply an e-mail address written legibly with each character clearly identifiable. The Municipality may inform the tenderers by way of an e-mail to such e-mail address. Where the Municipality transmits an e-mail to such address, incorrect addresses due to legibility shall be the tenderers risk.
- 2.21.3.** Notwithstanding any request for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Municipality can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
- 2.21.4.** The Municipality may on reasonable grounds extend the closing date/time stated in the Tender Documents, by notifying all tenderers who drew or downloaded documents as set out in clause 2.23.2 above.

2.22. Invalid Tenders

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a bidder whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

- 2.22.1. the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer
- 2.22.2. the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- 2.22.3. the Form of Offer has not been signed with an original signature
- 2.22.4. the Form of Offer (**Part A3**) is signed, but the name of the tenderer is not stated, or is indecipherable;
- 2.22.5. if in a two envelope system, the tenderer fails to submit a separately sealed financial offer/tender.

2.23. Non-Responsive Tenders

2.25.1. Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- b) The tenderer is prohibited from doing business with the Nama Khoi municipality in terms of the SCM Policy.
- c) The tender does not comply with the specification(s) (**Part D1**).
- d) The tender does not comply with the instructions as contained in the Price Schedule (**Part C1**) and/or **Schedule B14: Contract Price Adjustment and Rate of Exchange Variation** (where applicable).
- e) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.
- f) The tenderer does not submit prices for all Items.
- g) The tenderer does not submit firm prices of the contract. (As indicated in the Price Schedule)

2.25.2. Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- a) Comply with the general conditions applicable to tenders as set out in the SCM Policy;
- b) Comply with one or more of the provisions contained in the Conditions of Tender;
- c) Comply with any other terms and conditions of the tender as contained in the tender document;
- d) Complete and/or sign any declarations and/or authorizations;
- e) Register on the Central Supplier Database;
- f) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- g) Comply with any applicable Bargaining Council agreements;
- h) Submit the information/complete **Part B5** in respect of transaction values exceeding R10 million (see Conditions of Tender).
- i) Submit brochures of their product (preferably with their Tender Document) or within 7 days from date of request thereof.

2.25.3. Clause 2.25.2 above is not a closed list, and requests may include but are not limited to – the items referred to in a) to i) above.

2.24. Evaluation of Tenders

- 2.26.1. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), Nama Khoi Municipality's SCM Policies, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).
- 2.26.2. Points for price will be allocated in accordance with the formula stipulated in legislation above, 80/20 based on the sum of the prices in relation to the estimated quantities. Bids may be awarded to different tenderers. 20 Points will be awarded for Specific Goals.

2.25. Local production and content

Not Applicable

2.26. COIDA

- 2.29.1. The Tender shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.
- 2.29.2. Tenderers must, within 14 days of being requested to do so submit Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

2.27. Negotiations with preferred bidders

- 2.30.1. The Municipal Manager (or his delegated authority) may authorize the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:
- (a) does not allow any preferred tenderer a second or unfair opportunity;
 - (b) is not to the detriment of any other tenderer; and
 - (c) does not lead to a higher price than the tender as submitted.
- 2.30.2. Minutes of such negotiations must be kept for record purposes.
- 2.30.3. If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the Nama Khoi Municipality.
- 2.30.4. The provisions of clauses 2.30.1 to 2.31.3 shall apply to the invitation to negotiate of the next ranked tenderer, mutatis mutandis.

2.28. Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.31.1. Objections, complaints, queries and disputes

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

2.31.2. Section 62 Appeals

- a) In terms of Section 62 of the Systems Act (Municipal Systems Act, Act 32 of 2000), a person whose rights are affected by a decision taken by a political structure, political office bearer, councilor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal shall contain the following:
 - i. The reasons and/or grounds for the appeal;
 - ii. The way in which the appellant's rights have been affected;
 - iii. The remedy sought by the appellant.

3.32.1. Access to court

The clauses above do not influence any person's rights to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act, Act 3 of 2000 ('PAJA'), or the Promotion of Access to Information Act, Act 2 of 2000 ('PAIA')

2.29. Tacking action due to non-performance

Where the employer terminates the contract due to default of the contractor or supplier in whole or in part, the employer may decide may impose a restriction penalty on the contractor in terms of Section 13 of the Preferential Procurement Regulations on supplier or contractor.

2.30. Arithmetical errors, omissions and discrepancies

- 2.33.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 2.33.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers, for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or.
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 2.33.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- 2.33.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - a) If bills of quantities or pricing schedules 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.
 - b) 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.

(3). TENDER OFFER

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

3.1. I, _____ (duly authorized to represent the bidder for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to Nama Khoi Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the *Contract Form/Price Schedule*.

3.2. The bidder agrees that:

3.2.1. the tender offer submitted shall remain valid, irrevocable and open for written acceptance by Nama Khoi Municipality for a period of 120 days from the closing date or for such extended period as may be applicable;

3.2.2. the tender offer will not be withdrawn or amended during the aforesaid validity period;

3.2.3. notwithstanding the above, the bidder may submit a written request to Nama Khoi Municipality after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;

3.2.4. should the tender offer be withdrawn in contravention of 3.2.1 to 3.2.3 above, the bidder agrees that

(a) it shall be liable to Nama Khoi Municipality for any additional expense incurred by the Nama Khoi Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;

(b) Nama Khoi Municipality shall also have the right to recover such additional expenses by set-off against monies which may be due or become due to the bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, Nama Khoi Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss Nama Khoi Municipality may suffer due to such withdrawal.

3.3. The bidder agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the Supply Chain Management Policy ('SCM Policy').

Signature(s)

Print name(s):

On behalf of the bidder/ Contractor (duly authorized)

Date _____

(4). TENDER ACCEPTANCE

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

By signing this part of Offer and Acceptance, the Employer identified below accepts the offer of the Contractor/ Service Provider. 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 offer of the Service Provider shall form an agreement between the Employer and the Service Provider upon the terms and conditions contained in this Agreement and in the Contract that is subject of this Agreement.

The terms of the contract, are contained in

Part B Schedules

Part C Pricing Data

Part D Agreement and Contract Data, *(which includes this Agreement)*

Part E Scope of Work

Part F Site Information and drawings and documents

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

The Service Provider shall within 14 calendar days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Bid document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s)

Print name(s):

On behalf of Nama Khoi Municipality (duly authorized)

Date_____



(PART B) RETURNABLE DOCUMENTS AND SCHEDULES

1. INVITATION TO BID (MBD 1)
2. ORIGINAL TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)
3. PRICING SCHEDULE – FIRM PRICES (CONSTRUCTION WORKS) (MBD 3.1)
4. DECLARATION OF INTEREST – EMPLOYEES IN THE SERVICE OF THE STATE (MBD 4)
5. DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION (ALL TAXES INCLUDED) (MBD 5) - NOT APPLICABLE FOR THIS BID
6. PREFERENCE POINTS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)
7. LOCAL CONTENT (MBD 6.2) - NOT APPLICABLE FOR THIS BID
8. CONTRACT FORM – PURCHASES (MBD 7.1)
9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
10. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
11. DECLARATION ON STATE OF MUNICIPAL ACCOUNTS AT ALL MUNICIPALITIES (SCM 1)
12. AUTHORISATION FOR DEDUCTION OF MUNICIPAL SERVICES AND PAYMENTS OWED TO NAMA KHOI MUNICIPALITY (SCM 2)
13. CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS
14. CONTRACT PRICE ADJUSTMENT - NOT APPLICABLE FOR THIS BID
15. SUPPLY CHAIN MANAGEMENT AND REGULATION 12 PREFERENTIAL PROCUREMENT REGULATIONS DECLARATION
16. RESOLUTION BY DIRECTOR/MEMBERS/TRUSTEES
17. GUARANTEE/PERFORMANCE SECURITY ____
18. LIST OF AUTHORISED FINANCIAL INSTITUTIONS – CONTRACT SURETIES
19. CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS
20. LIST OF ALTERNATIVE OFFERS/ DEVIATIONS - NOT APPLICABLE FOR THIS BID
21. LETTER OF GOOD STANDING (COIDA)
22. LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

(1) INVITATION TO BID (MBD 1)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	BID/NC062/01/2025-2026	CLOSING DATE:	08 SEPTEMBER	CLOSING TIME:	12:00 Midday
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

NAMA KHOI MUNICIPALITY
4 NAMAKWA STREET
SPRINGBOK
8240

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	BTO – SCM		CONTACT PERSON	JH Adams	
CONTACT PERSON	Candice Rabie		TELEPHONE NUMBER	027 718 8100	
TELEPHONE NUMBER	027 718 8210		E-MAIL ADDRESS	Johannes.adams@namakhoi.gov.za	
E-MAIL ADDRESS	candice.rabie@namakhoi.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

(2) TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

- 2.1. 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.
- 2.2. In order to meet this requirement bidders are required to complete in full the 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 2.6. 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.
- 2.7. 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.
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.

(3) PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT – NOT APPLICABLE

Name of Bidder.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
--	--

- Does the offer comply with the specification(s)? YES / NO
- If not to specification, indicate deviation(s)
- Period required for delivery

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

(4) DECLARATION OF INTEREST (MBD 4)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

- 4.1. No bid will be accepted from persons in the service of the state*.
- 4.2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 4.3.1 Full Name of enterprise:
- 4.3.2 Physical address of local office:
- 4.3.3 Identity Number if sole proprietor:.....
- 4.3.4 Company Registration Number:.....
- 4.3.5 Tax Reference Number:
- 4.3.6 VAT Registration Number, if any:.....
- 4.4. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 4.5. Are you presently in the service of the state **YES / NO** *

If so, furnish particulars.

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

* MSCM Regulations: "in the service of the state" means to be -

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

If so, furnish particulars.

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

If so, furnish particulars.

4.8. Are you, aware of any relationship (family, friend, other)between a 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**

If so, furnish particulars.

4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars.

4.12. Full details of all the directors / trustees / members / shareholders.

Full Name of sole proprietor, partner, director, Manager, principal shareholder or stakeholder or member	ID Number	Name of Organ of state	Income Tax Number (Compulsory)	State Employee Number	
				Current	Within past 12 months

Add list if this list is not sufficient.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____

SIGNATURE : _____

DATE : _____

**(5) DECLARATION FOR PROCUREMENT / SERVICES ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED) (MBD 5)**

N.A

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

All procurement contracts expected to **exceed R10 million (all applicable taxes included)**, bidders must complete the following questionnaire and attached the necessary documentation:

5.1. Are you by law required to prepare annual financial statement for auditing? *YES / NO

5.1. 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.

5.2. 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? *YES / NO

5.2.1 If no, this serves to certify that the bidder 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.

5.2.2 If yes, provide particulars

5.3. Has any contract been awarded to you by an organ of state during the past 5 (five) years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO

5.3.1 If yes, furnish particulars

5.4. 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 is expected to be transferred out of the Republic. *YES / NO

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME: _____ **DATE :** _____

SIGNATURE: _____

(6) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals

MBD 6.1

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

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

80/20

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

Tenderer's bid price will also be evaluated for commercial risk where applicable

1.3 Points for this bid shall be awarded for:

- (a) Price;
- (b) Specific Goals to Promote Economic Development

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

POINTS AWARDED FOR SPECIFIC GOALS TO PROMOTE ECONOMIC DEVELOPMENT

In terms of the Preferential Procurement Policy of Nama Khoi Municipality, preference points must be awarded to a bidder for specific goals to promote economic development in accordance with the tables below:

Points for Specific Goals scorecard will be allocated as follows:

Specific Goal	Max Point allocated if proof is provided	Points if no proof provided
Women (Owner/ Director)	5	0
Youth (Owner/ Director)	5	0
Disabled (Owner/ Director)	5	0

Points for Locality will be allocated as follows:

(In order for points to be awarded for locality, the bidder must provide a municipal account or lease agreement in the name of the company and not in the name of a director)

Local area of supplier	Local area of supplier
Within the boundaries of the Northern Cape	5
Outside of the boundaries of the Northern Cape	0

- 1.5 Failure on the part of a bidder to submit proof for the above-mentioned specific goals and proof of address (municipal account) together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. SUB-CONTRACTING

2.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

2.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted. %

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

3. DECLARATION WITH REGARD TO COMPANY/FIRM

3.1 Name of company/firm:.....

3.2 VAT registration number:.....

3.3 Company registration number:.....

3.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

3.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

3.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

3.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

3.8 Total number of years the company/firm has been in business:.....

3.9 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

(7)

LOCAL CONTENT (MBD 6.2)

Not applicable for this bid

(8) CONTRACT FORM – PROCUREMENT OF SERVICES (MBD 7.2)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I, _____, hereby undertake to supply all or any of the services described in the attached bidding documents to Nama Khoi Municipality in accordance with the requirements and specifications stipulated in bid number **BID/NC062/01/2025-2026** at the price/s quoted. My offer remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) All other declarations part of the bid document
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM – PROCUREMENT OF SERVICES (MBD 7.2) CONTINUED

PART 2 COMPLETED BY NAMA KHOI MUNICIPLITY

TENDER NO: BID/NC062/01/2025-2026

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS

- I, _____ in my capacity as Municipal Manager or delegated official of Nama Khoi Municipality accept your bid under reference number **BID/NC062/01/2025-2026** dated _____ for the supply of goods/services/works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	DESCRIPTION OF SERVICES	PRICE (VAT INCL) R	CIDB	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
1.				N/A
	Sub - total (Excluding Taxes)			
	Taxes			
	Total (Included Taxes)			

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

(9) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

- 9.1. This declaration is used by Nama Khoi Municipality 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.
- 9.2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 9.3. Where the entity tendering is a partnership/consortium/joint venture, each party to the partnership/ consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.
- 9.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
9.4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.1.1	If so, furnish particulars:		
9.4.2	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)? To access this register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.2.1	If so, furnish particulars:		
9.4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.3.1	If so, furnish particulars:		

9.4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.4.1	If so, furnish particulars:		
9.4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.4.5.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(10) CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

I, _____, the undersigned, in submitting this bid, **Tender No.: BID/NC062/01/2025-2026, APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS** in response to the invitation for the bid made by Nama Khoi Municipality do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Bidder)
That:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

PRINT FULL NAME : _____ DATE : _____

SIGNATURE : _____

(11) DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

11.1. The completion of this form is **COMPULSORY**. and failure to complete this form might result that this tender will not be considered.

11.2. The bidder:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the tender of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorizes the Nama Khoi Municipality to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and
- c) confirms the following information for the purpose of giving effect to b) above;
- c) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) in the following format;

Physical Business addresses of the Bidder	Municipality	Municipal Account Numbers

Attached certified copies of municipal accounts not older than 3 months.

11.3. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 14) of all its directors/ shareholders/ Managers/ Partners/Members etc.

Name of Director/ Member	ID Number	Physical Address	Municipality	Municipal Account Number

Attached certified copies of municipal accounts all directors or members not older than 3 months.

I/We declare that the abovementioned information is true and correct and that the above mentioned documents refer to in 11.2 and 11.3 are attached to this form:

 (insert name of enterprise)

PRINT FULL NAME: _____

SIGNATURE: _____

DATE: _____

(12) CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

This returnable schedule is to be completed if the tender is submitted by a partnership/consortium/joint venture.

- 13.1. We, the undersigned, are submitting this tender offer as a partnership/consortium/joint venture and hereby authorize, Mr./Ms. _____, of the authorized entity _____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.
- 13.2. By signing this schedule the partners to the partnership/consortium/joint venture:
- 13.2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/consortium/joint venture;
- 13.2.2 agree that Nama Khoi Municipality shall make all payments in terms of this Contract into the following bank account of the partnership/consortium/joint venture;
- Account Holder:** _____
- Financial Institution:** _____
- Branch Code:** _____
- Account No.:** _____
- 13.2.3 agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that Nama Khoi Municipality shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as Nama Khoi Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying Nama Khoi Municipality of the details of the new bank account into which it is required to make payment.
- 13.2.4 agree that they shall be jointly and severally liable to Nama Khoi Municipality for the due and proper fulfilment by the successful bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by Nama Khoi Municipality as a result of breach by the successful bidder/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of exclusion and division.
- 13.3. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- 13.4. A **copy of the joint venture agreement/consortium/ partnership** must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

- a) the contributions of capital and equipment
- b) work items to be performed by the Affirmable Joint Venture Partner's own forces
- c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

- 13.5. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- 13.6. The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned.
- 13.7. A letter/ notice of intention to formalize a **partnership/consortium/joint venture** once the contract has been awarded will not be considered.
- 13.8. Should any of the above not be complied with, the **partnership/consortium/joint venture** will be deemed null and void and will be considered non-responsive.
- 13.9. The **partnership/consortium/joint venture** must be registered with South African Revenue Services for VAT purposes in the event that the contract exceeds the registration threshold.
- 13.10. All the partners in a **partnership/consortium/joint venture** must provide a original tax clearance certificate.
- 13.11. The **partnership/consortium/joint venture** must provide consolidated BBBEE certificate

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		

(13) DECLARATION BY TENDERER

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

I, _____, the undersigned, warrants that I am duly authorized to act on behalf of the enterprise mentioned below and do hereby certify that, to the best of my personal knowledge, neither the enterprise nor any of its owners, directors, members or partners has—

- i. failed to pay any municipal rates and taxes or municipal service charges;
- ii. been in arrears with any municipal accounts with any municipality or municipal entity in the Republic of South Africa, for a period longer than 3 (three) months;
- iii. been convicted of fraud or corruption during the past 5 (five) years;
- iv. abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- v. failed, during the past 5 (five) years, to perform satisfactory on a previous contract with the Municipality or any other organ of state after written notice was given to the enterprise that performance was unsatisfactory;
- vi. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past 5 (five) years;
- vii. been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004);
- viii. been listed on National Treasury's database as a person or enterprise prohibited from doing business with the public sector;
- ix. any tax matters that is not cleared by the South African Revenue Services;
- x. been in the service of the state for the past 12 (twelve) months or is in the service of the state; or
- xi. been or is an advisor or consultant contracted with the Municipality.

Further to the above I, the undersigned, herewith disclose the particulars of any kinship (parent, brother, sister or child) with a person that is in the service of the state (see MBD 4), or has been in the service of the state in the previous twelve months of any of its owners, directors, members or partners: (Attached information)

- Full Name of that person:
- Identity Number of that person:
- Particulars of Employer:
- Capacity in which that person is in the service of the state
- Income tax Number

I acknowledge that any misrepresentation in respect of this certificate may be regarded as a reason to cancel the listing or bid as accredited prospective provider and any contract arising out of this information supplied.

All the information provided is true and correct.

The signatory to the Tender document is duly authorised and documentary proof regarding any Tender issue will when required, be submitted to the satisfaction of the municipality.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE: _____

IDENTITY NUMBER: _____

(14)

RESOLUTION BY DIRECTOR/MEMBERS AND OTHER

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

RESOLUTION for completion by Directors (if the bidder is a (Pty) Ltd or Ltd) or Members (if the bidder is a CC or other)

NAME OF BIDDER: _____

Meeting held at _____ (place)

On _____ (date)

RESOLVED THAT:

16.1. The bidder submits a tender to Nama Khoi Municipality in respect of;

TENDER NO: BID/NC062/01/2025-2026 APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION AND INSTALLATION OF FENCING AT THE STEINKOPF OXIDATION PONDS

16.2. Mr./Mrs./Ms. _____, ID No.. _____ in

his/her capacity as _____, is hereby, authorized to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender to the Bidder,

and who will sign as follows: _____ (SPECIMEN SIGNATURE)

No.	Name	Capacity	Signature
1			
2			
3			
4			

Note: The resolution must be signed by all the directors /members of the bidder. Should the space provided above not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

(15) CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS

- 19.1. The bidder shall declare whether it has any conflict of interest in the transaction for which the tender is submitted.
(Mark the appropriate box with 'X'.)

YES

NO

If yes, the bidder is required to set out the particulars in the table below:

- 19.2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- (a) any inducement or reward in connection with the award of this contract; or
- (b) any reward, gift, favor or hospitality to any official or any other role player involved in them implementation of the supply chain management policy.

(Mark the appropriate box with 'X'.)

YES

NO

If yes, the bidder is required to set out the particulars in the table below:

- 19.3. Should the bidder be aware of any corrupt or fraudulent transactions relating to the procurement process of Nama Khoi Municipality, please contact or inform the Municipality.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or (in the event that the bidder is successful) cancellation of contract.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

(16) LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

31.1. The bidder has attached to this schedule the following additional documentation

No.	Date of document	Title or description of document
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

24.2 Attached additional pages if more space is required.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____



IMPORTANT TENDER INFORMATION

PART C: SPECIFICATIONS

Project Overview

The project involves the supply, delivery, and installation of a secure perimeter fence around the Steinkopf Oxidation Ponds, located in the Nama Khoi Municipal Area.

Location

Steinkopf Oxidation Ponds, Steinkopf, Northern Cape.

Perimeter measurement

1.6 km – (One point six kilometres)

CONSTRUCTION SPECIFICATIONS: RC BETA SECURE FENCING SYSTEM OR EQUIVALENT FENCING

1. Fencing Panels

- **Material:** Specialized carbon steel wire, welded mesh.
- **Coating:** Durable thermoplastic coating; tested to ISO 12944-6 for anti-corrosion.
- **Wire Diameter:**
 - Horizontal: 3.4 mm
 - Vertical: 4.5 mm
- **Aperture Size:** 76.2 mm x 12.7 mm
- **Standard Panel Width:** 3050 mm (3.05 m)
- **Height:**
 - 1800 mm (3 V bends)
- **Reinforcement:** V bends to increase panel rigidity.
- **Visibility:** High transparency, suitable for surveillance systems.

2. Fence Posts: Betafix Secure or Equivalent

- **Type:** Rolled steel posts with internal support lip.
- **Post Heights:**
 - For 1800 mm panel: 2400 mm post
- **Fixing Mechanism:**
 - Panels mounted behind lip to prevent tampering.
 - Secured using FlatMax Fixxators or equivalent.
 - Fastened with M6 stainless steel security bolts and shear-off nuts.
- **Number of Fixings per Post:**
 - 1800 mm panel: 6 bolts/12 fixators

3. Coating & Protection

- **Colour:** Standard in anthracite RAL 7021.
- **Coating:** Thermoplastic for superior UV and corrosion resistance.
- **Guarantee:** 15-year anti-corrosion guarantee (using full system: panels, posts, fixators).

4. Security Features & Optional Add-Ons

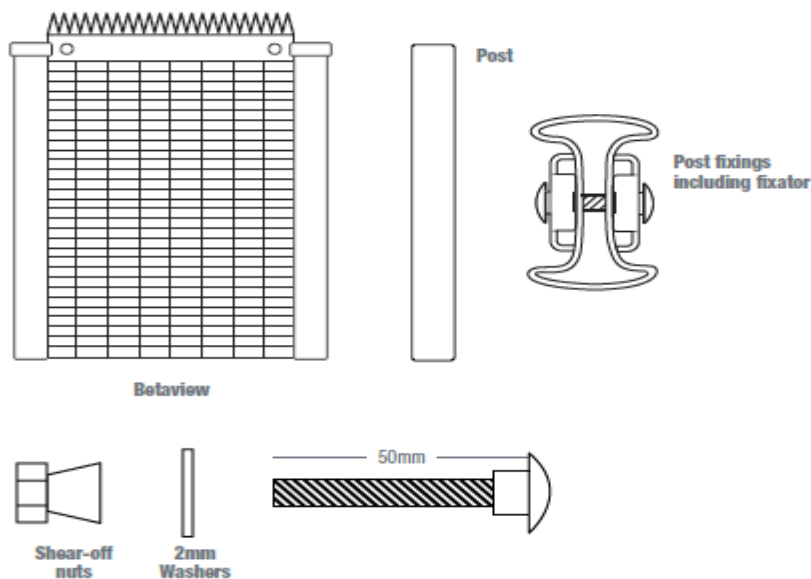
- **Anti-Climb & Anti-Cut:** Narrow apertures make climbing and cutting extremely difficult.
- **Tamper Resistance:** Posts and panel fixings are designed to resist prying or tampering.
- **Additional Features:**
 - Sawtooth top rails including anti-climb spikes.

5. Gates (One double entrance gate)

- **Type:** Sliding gates, custom-fit to match panel security level.
- **Integration:** Uniform design and construction to match panel and post system.

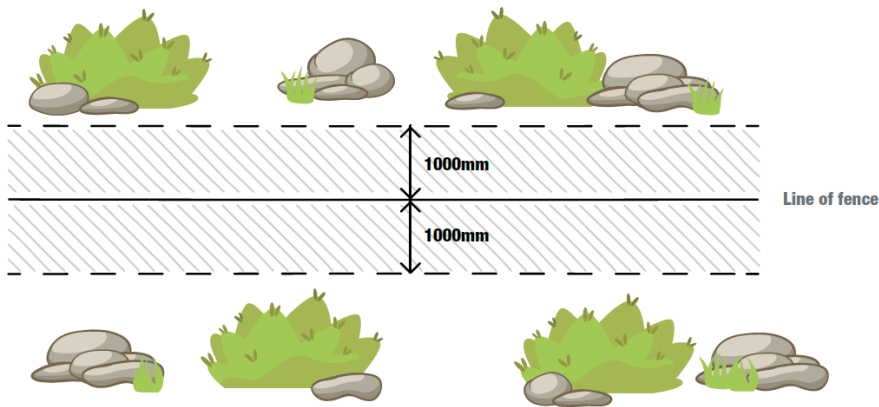
RECOMMENDED CONSTRUCTION GUIDELINES

Material required:



1. Site Preparation

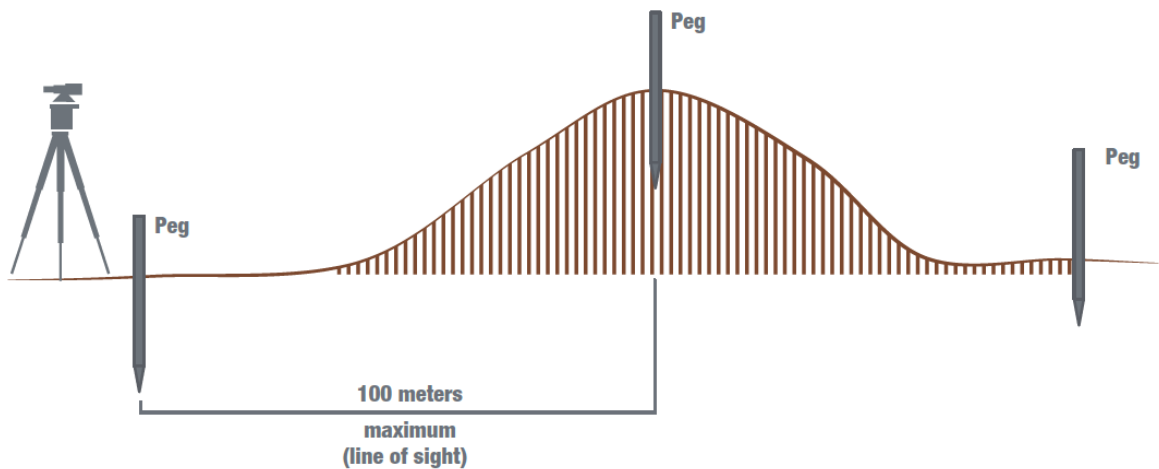
- Clear fence line of obstructions and vegetation.
- Mark post centres according to panel width (3050 mm).
- Dig post holes to appropriate depth depending on post height:
- Minimum embedment depth: 600–800 mm in concrete (strength grade 25 MPa).



2. Installation Sequence

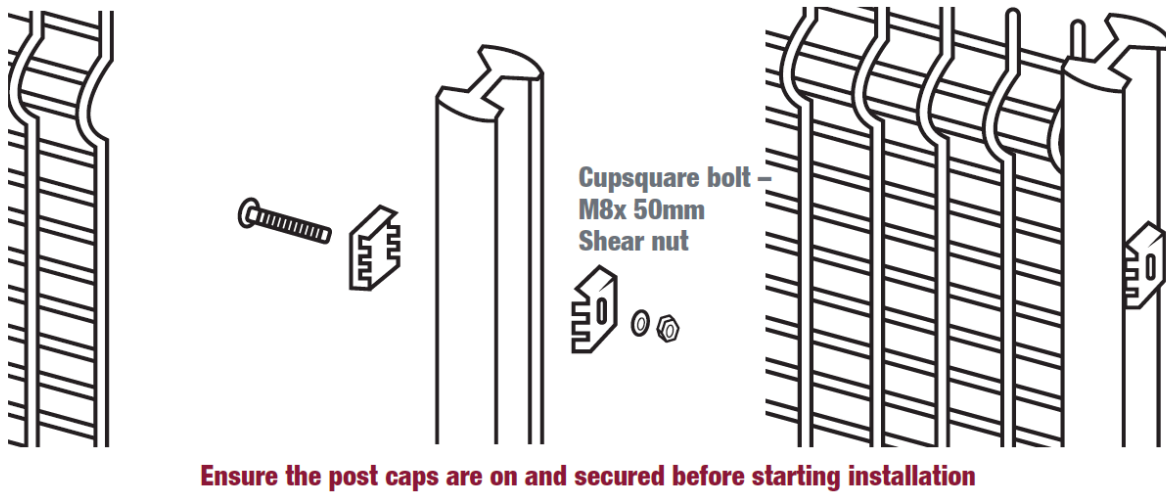
2.1 Install Posts:

- Use spirit level for vertical alignment.
- Ensure spacing exactly matches panel width.
- Set posts in concrete; allow to cure for 24–48 hours.



2.2 Fix Panels:

- Position panels behind the post lip.
- Attach using FlatMax fixxators or equivalent and M6 security bolts.
- Tighten shear-off nuts for tamper-proof finish.



2.3 Add Optional Security Toppings (if applicable):

- Sawtooth top rails including anti-climb spikes.

3. Gate Installation:

- Align with existing panels.
- Ensure gates are level and open/close without obstruction.
- Check locking mechanism.

4. Compliance & Standards

- ISO 12944-6: Coating corrosion resistance (lab tested).
- SANS 10222-3: For electric fencing compliance.
- ISO 9001:2015: Quality assurance (manufactured locally in SA-certified facility).

▪ **PREREQUISITES**

The Municipality has identified a general set of prerequisites for procurement. **Bids will not be considered should the prerequisites not be met.**

- **GENERAL PREREQUISITES** identified by the Municipality:
 - a) Proof of company registration and/or any other form of legal standing must be submitted by all bidders.
 - b) Servicers Providers must be registered on the Central Supplier Database (CSD). Full CSD report must accompany this tender document.
 - c) All Municipal Bidding Documents (MBD) must be completed and signed in full.
 - d) Bids must be submitted on original bid documents.
 - e) Bid documents must remain intact and no portion may be detached.
 - f) At least three (3) reference letters in relation to the scope of work from different Service Providers
 - g) CIDB certificate of 3SQ or higher
 - h) The compulsory site clarification meeting must be attend by the bidder.

▪ **EVALUATION OF BIDS**

Functionality Scoring

No bid will be regarded as a responsive and acceptable bid if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100.

Bidders must ensure that all the schedules and information is submitted with the bid to ensure optimal scoring for functionality.

Bidders who pass functionality will be further evaluated for price as set out in MBD 6.1

Bidders that are valid and responsive in terms of bid conditions will be evaluated for functionality on the criteria below:

1. Track record of similar construction projects (45 points)
2. Experience and qualification of key personnel (max 40 points)
3. Bank Rating (Max 15 points)

1. Track record of similar construction projects (45 points)

Bid evaluation points for quality in terms of the bidder's past work experience on similar successfully completed projects. Projects will be scored based on the information supplied by the bidders.

List of Completed Projects and completion certificates and reference letters to be appended to bid submission.

A bidder can only score the following points (45 or 40 or 35 or 30 or 25 or 20). Points cannot be added.

Maximum points that a bidder can score 35.

#	CRITERIA	SCORING	POINTS (MAX)
	TRACK RECORD OF BIDDER ON CONSTRUCTION PROJECTS OF SIMILAR NATURE		45
A.1	3 and more similar projects ≥ R5,0MIL	45	
	3 and more similar projects > R500,000 < R5,0MIL	40	
A.2	2 x similar projects ≥ R5,0MIL	35	
	2 x similar projects > R500,000 < R5,0MIL	30	
A.3	1 x similar projects ≥ R5,0MIL	25	
	1 x similar projects > R500,000 < R5,0MIL	20	

2. Experience and qualification of key personnel (max 40 points)

Evaluation points for quality in terms of demonstrated experience and qualification of key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the bidder.

Proof of Experience of key personnel must be provided with the bid in order to be evaluated for Quality.

Bidder must submit proof of:

- Projects completed of a similar nature (completion certificates and or reference letters).
- Experience: Must be included in CV of the personnel

#	CRITERIA	SCORING	POINTS (MAX)
	SITE FOREMAN		25
B.2	3 and more similar projects \geq R5,0MIL	25	
	3 and more similar projects $>$ R500,000 $<$ R5,0MIL	20	
B.3	2 x similar projects \geq R5,0MIL	15	
	2 x similar projects $>$ R500,000 $<$ R5,0MIL	10	
B.4	1 x similar projects \geq R5,0MIL	7	
	1 x similar projects $>$ R500,000 $<$ R5,0MIL	5	
	TEAM LEADER		15
B.6	3 and more similar projects \geq R5,0MIL	15	
	3 and more similar projects $>$ R500,000 $<$ R5,0MIL	10	
B.7	2 x similar projects \geq R5,0MIL	7	
	2 x similar projects $>$ R500,000 $<$ R5,0MIL	5	
B.8	1 x similar projects \geq R5,0MIL	3	
	1 x similar projects $>$ R500,000 $<$ R5,0MIL	2	

3. Bank Rating (Max 15 points)

Evaluation points for quality for Bank Rating will be scored based on the information supplied by the bidders. The tenderer shall attach a letter from the bank indicating the tenderer's bank rating.

#	CRITERIA	SCORING	POINTS (MAX)
	BANK RATING		15
D.1	'D' bank rating	2	
D.2	'C' bank rating	6	
D.3	'B' bank rating	9	
D.4	'A' bank rating	15	

▪ PRICING OF THE TENDER

Prices quoted should include travel cost and all prices must be inclusive of VAT.

The prices quoted must include all labour and other costs involved in the provision of the works.

Companies must comply with the Health and Safety regulations.

▪ PAYMENT

Payments will be made within thirty (30) days of receipt of the statement.



(PART D) AGREEMENTS AND CONTRACT DATA

1. GENERAL CONDITIONS OF CONTRACT (GCC) for Construction Works.

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

The General Conditions of Contract for Construction Works (3rd Edition, 2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za or Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

The General Conditions of Contract for Construction Works (3rd Edition, 2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za or Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies

PART 1 : DATA PROVIDED BY THE EMPLOYER

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15 1.2.1.2	<p>The name of the Employer is NAMA KHOI MUNICIPALITY</p> <p>The Employer's address for receipt of communications and notices is:</p> <p>Telephone: 027 718 8100 E-mail: Johannes.adams@namakhoi.gov.za</p> <p>Address (Postal): Private Bag X22 Address (Physical): 4 Namakwa Street SPRINGBOK SPRINGBOK 8240 8240</p>
1.1.1.26	The pricing strategy is: Re-measurement Contract
1.3.2	The governing law is the law of South Africa.
5.1.1.1 3.2.3	<p>The special non-working days are all statutory public holidays and the year-end break. The year-end break shall be in accordance with the dates recommended by SAFCEC.</p> <p>The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>a) The issuing of a variation order in terms of Clause 6.3.</p>

Clause	Description
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4	Subcontracting
4.4.1	The Contractor shall not subcontract the whole contract.
4.4.2	Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer, which consent shall not be reasonably withheld.
4.4.3	The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.
4.4.4	The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.
4.4.5	Any appointment of a subcontractor in accordance with Clause 4.4.4 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.
4.4.6	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.4 shall be assigned to the Engineer upon such an instruction by the Employer.
5.2.1	The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.
5.3.1	The documentation required before commencement with the Works execution is: <ol style="list-style-type: none"> 1. Performance Guarantee 2. Letter of Good Standing 3. Insurances 4. Initial Programme 5. Occupational Health and Safety Agreement 6. Occupational Health and Safety Plan
5.3.2	The time to submit documentation from commencement date is fourteen (14) days
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 5.4.1 apply and where ongoing use by the general public is required. 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
5.8.	The non-working days are Sundays The special non-working days are: <ol style="list-style-type: none"> 1. All Gazetted public holidays falling outside the year end break 2. The year-end break as Gazetted
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 be claimed in accordance with the provisions of Clause 5.12.

Clause	Description																								
	<p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table> <tr><td>January</td><td>0 days</td></tr> <tr><td>February</td><td>1 days</td></tr> <tr><td>March</td><td>1 days</td></tr> <tr><td>April</td><td>1 days</td></tr> <tr><td>May</td><td>2 days</td></tr> <tr><td>June</td><td>3 days</td></tr> <tr><td>July</td><td>2 days</td></tr> <tr><td>August</td><td>1 days</td></tr> <tr><td>September</td><td>1 days</td></tr> <tr><td>October</td><td>1 days</td></tr> <tr><td>November</td><td>0 days</td></tr> <tr><td>December</td><td>0 days</td></tr> </table> <p>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 is experienced. It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>	January	0 days	February	1 days	March	1 days	April	1 days	May	2 days	June	3 days	July	2 days	August	1 days	September	1 days	October	1 days	November	0 days	December	0 days
January	0 days																								
February	1 days																								
March	1 days																								
April	1 days																								
May	2 days																								
June	3 days																								
July	2 days																								
August	1 days																								
September	1 days																								
October	1 days																								
November	0 days																								
December	0 days																								
5.13.1	The penalty for failing to complete the Works is R3500.00 per calendar day.																								
5.16.3	The latent defects period is 10 years.																								
6.2.	<p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer.</p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3. T</p> <p>he Performance Guarantee shall be ten per cent (10%) of the Tender Price</p>																								
6.2.2	If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer's right to terminate the Contract in terms of Clause 9.2																								
6.2.3	The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.																								
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <p>Alternative 1</p> <p>The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p> <p>Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.</p>																								

Clause	Description
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under</p> <p>Clause 5.12.3 shall be added to the contract price.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80 %.</p> <p>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable cession forms.</p>
6.10.3	<p><i>Add the following to Clause 6.10.3:</i></p> <p>The Limit of retention money is 10%</p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.</p>
6.10.4	<p><i>Add the following to Clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.</p>
8.6.1.3	<p><i>Add the following to Clause 8.6.1.3:</i></p> <p>The limit of indemnity for liability insurance is R 8 000 000 for any single claim <u>the</u> number of claims to be unlimited during the construction and defects liability periods.</p>

PART 2 : DATA PROVIDED BY THE CONTRACTOR

Clause	Description									
1.1.1.9	The name of the Contractor is									
1.2.1.2	<p>.....</p> <p><i>[Enter the Legal name of the Contractor].</i></p> <p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: Facsimile: E-mail :</p> <p>Address (Postal) : Address (Physical) :</p> <p>.....</p> <p>.....</p>									
6.8.3	<p>The variation in cost of special materials is :</p> <table> <thead> <tr> <th>Type of Material</th> <th>Unit</th> <th>Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price
Type of Material	Unit	Rate or Price								
.....								
.....								

C1.3 : PERFORMANCE GUARANTEE

For use with the General Conditions of Contract of Construction Works, Third Edition (2015)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:.....

Physical address:.....

“Employer” means:.....

“Contractor” means:.....

“Employer’s Agent” means:.....

“Works” means:.....

“Site” means:.....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:.....

Type of Performance Guarantee:..... (Insert Variable or Fixed)

“Expiry Date” means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

Employer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing of Performance Guarantee up to and including the date the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R

(Amount in word)

.....)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R

(Amount in words:

.....)

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

- 3.1** The Guarantor hereby acknowledges that:
- 3.1.1** Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.1.2** Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2** Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3** A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3** Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling upon this Performance Guarantee, such demand stating that:
- 3.3.1** The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2** A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3** The aforesaid written demand is accompanied by a copy of the notice or termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5** Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit and expense account to the Guarantor showing how all monies received in terms of the Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6** Payment by the Guarantor in terms of 3.2 and 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7** Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.

- 3.8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9** The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10** This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11** This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12** Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at.....

Date

Guarantor's signatory (1).....

Capacity

Guarantor's signatory (2).....

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 : OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN NAMA KHOI 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 there under.

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 and sworn to before me at on this day of 20.....

.....

Witness

.....

Mandatory

Signed and sworn to before me at on this day of 20.....

Witness for and on behalf of

NAMA KHOI MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. 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.
2. 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.
3. 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.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. 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.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. 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.
10. 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 employees and/or his sub-contractor/s.
11. 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.
12. 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.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(4) 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.

Tenderers shall answer the questions below:

1. 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	

2. Indicate which approach shall be employed 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:	
.....	
.....	
.....	
.....	

3. 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):

.....

.....

.....

.....

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

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. 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	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):



PART E:

PRICING DATA

1. PRICING INSTRUCTIONS
2. PRICING SCHEDULE – BILL OF QUANTITIES

1. PRICING INSTRUCTIONS

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

1.1. General and rates

- 1.1.1. All the prices shall be tendered including all applicable taxes..
- 1.1.2. All prices Tendered must include all expenses, disbursements and costs (transport, overheads etc.) that may be incurred in the execution of this contract and shall cover all the general risks, liabilities and obligations set implicitly in the contract.
- 1.1.3. All prices shall be fixed for the once-off contract and will be final and binding. The bidder must include all costs in the pricing schedule; additional charges after tender submission will not be accepted.

1.2. Corrections made

- 1.2.1. Any entry made by the bidder in the price schedule, which the bidder desires to change, shall not be erased or printed out.
- 1.2.2. A line shall then be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the bidder shall be placed next to the correction.

2. PRICING SCHEDULE – BILL OF QUANTITIES

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

Item No.	Description	Unit	Quantity	Rate (ZAR)	Total (ZAR)
1. FENCING PANELS					
1.1	Supply and install RC Beta Secure OR EQUIVALENT fencing panels (1800 mm height, 3050 mm width, 3 V-bends)	Per Panel			
1.2	Cutting and trimming panels (where required for corners/ends)	Per Panel			
2. FENCE POSTS AND FIXINGS					
2.1	Supply and install Betafix or equivalent Secure posts (2400 mm height)	Per Post			
2.2	FlatMax Fixxators or Equivalent, M6 stainless steel bolts & shear-off nuts (6 bolts/12 fixators per post)	Per Set			
3. FOUNDATIONS & CONCRETE WORKS					
3.1	Excavation for post foundations (600–800 mm deep)	Per Hole			
3.2	Concrete infill (25 MPa strength) for post foundations	m ³			
4. OPTIONAL SECURITY ADD-ONS					
4.1	Sawtooth top rails including anti-climb spikes.	Per Metre			
5. GATES					
5.1	One double entrance sliding gate (to match panel height & spec)	Per Unit			

5.2	Gate locking mechanism	Per Unit			
6. SURFACE PREPARATION & FINISHING					
6.1	Cleaning and clearing fence line prior to installation	Per Metre			
6.2	Disposal of excavated material and offcuts	m ³			
7. COATING AND PROTECTION					
7.1	Thermoplastic coating (standard)	Per Unit			
8. LABOUR & TRANSPORTATION					
8.1	Labour for installation (panels and posts)	Per Metre			
8.2	Transport of materials to site	Sum			

R

TOTAL ESTIMATED COST (EXCL. VAT)

NOTES TO BIDDERS:

- All items quoted must conform to the technical specifications outlined in the Scope of Work.
- Bidders must ensure that unit prices include all costs, including travel cost to the designated location.
- Incomplete pricing or failure to submit this schedule will result in the bidder being non-compliant.
- Alternative or equivalent products (if offered) must be clearly indicated and supported by technical documentation.

2. PRICING SCHEDULE – BILL OF QUANTITIES

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

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TOTAL AMOUNT (INCLUDING TAXES)	
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I, the undersigned, hereby confirm that I am duly authorized to act on behalf of the enterprise. I further declare that the contents of this schedule are, to the best of my personal knowledge and belief, true and correct. I also confirm that this bid has been prepared independently and without any form of collusion with other bidders.

Person authorized to sign Quotation:

FULL NAME: _____

SIGNATURE: _____

DATE: _____

(1) TAX CLEARNACE STATUS PIN

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

A valid Tax Clearance Certificate or Unique pin provided by SARS must accompany the bid documents. If the South African Revenue Services (SARS) cannot provide a valid original Tax Clearance Certificate; the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate or Unique Pin provided by SARS with the bid documents

If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

PLEASE ATTACH HERE

(8) CSD REGISTRATION REPORT

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

Registration on Accredited Supplier Database

The Municipality will not award tenders to prospective suppliers who are not registered on the Central Supplier Database (CSD)

PLEASE ATTACH HERE

(3) MUNICIPAL ACCOUNTS

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

**PLEASE ATTACH HERE ALL MUNICIPAL ACCOUNTS
OF COMPANY AND ITS DIRECTORS**

(4) TRACK RECORD OF SIMILAR CONSTRUCTION PROJECTS

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

List of Completed Projects and completion certificates and reference letters

PLEASE ATTACH HERE

(5) EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

Proof of Experience of key personnel must be provided with the bid in order to be evaluated for Quality.

Bidder must submit proof of:

- Projects completed of a similar nature (completion certificates and or reference letters).
- Experience: Must be included in CV of the personnel

PLEASE ATTACH HERE

(6) BANK RATING

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

The tenderer shall attach a letter from the bank indicating the tenderer's bank rating

PLEASE ATTACH HERE

(7) OCCUPATIONAL HEALTH AND SAFETY PLAN

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

PLEASE ATTACH HERE

UNEMPLOYMENT INSURANCE FUND REGISTRATION

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

The tenderer shall submit with this bid proof of registration with the Unemployment Insurance Fund (UIF)

PLEASE ATTACH HERE

(8) COIDA

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

A Workman's Compensation Registration Certification should accompany the bid or proof of payment of contributions made in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA)

PLEASE ATTACH HERE

(9) CIDB CERTIFICATE

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

Only those tenderers who are registered with the CIDB, for 4SQ or higher class of construction work, are eligible to have their tenders evaluated.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 4SQ class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation for a 4SQ class of construction work

Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the municipality.

PLEASE ATTACH HERE

(9) CIPC CERTIFICATE / CERTIFICATE OF INCORPORATION

NOTICE NO.: 66/2025
BID NUMBER: BID/NC062/01/2025-2026

Starting Date: 08 August 2025

Closing Date: 08 September 2025

Closing Time: 12:00 Midday

Certificated copy of the Certificate of Incorporation of his/her company, founding statements if a closed corporation or a certified copy of the partnership agreement if a partnership.

PLEASE ATTACH HERE