

MODIMOLLE MOOKGOPHONG LOCAL MUNICIPALITY



INVITATION TO BID

**PROJECT NAME: LEASING OF MUNICIPAL FARMS AND CAMPS
(INCOME GENERATING)**

TENDER NO: 110/11/2025 – 21/11/2025

ADVERTISEMENT DATE: 5 December 2025

CLOSING DATE: 9 January 2026

TIME: 11H00am

NAME OF TENDERER: _____

BID PRICE: _____

BID PRICE IN WORDS: _____

CONTACT PERSON: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

TENDER NOTICE AND INVITATION TO TENDER

TENDER NO: 110/11/2025 – 21/11/2025

CLOSING DATE: 9 JANUARY 2026

LEASING OF MUNICIPALITY MUNICIPAL FARMS AND CAMPS (INCOME GENERATING)

Modimolle-Mookgophong Local Municipality hereby invites suitably qualified service providers for the
**Leasing of Municipal Municipal Farms and Camps
(INCOME GENERATING)**

Tender documents with full specifications can be obtained from **Municipal Website from Wednesday 10 December 2025.**

The closing time for receipt of tenders is **11:00 on 9 January 2026.** Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

Any enquiries regarding the bidding procedure may be directed to **Mr. TX Mokhanda @014 718 2058/083 401 3477 or Ms TM Mohale @ 014 718 2022 or mohalet@modimolle.gov.za or xavierm@modimolle.gov.za**

Any technical enquiries relating to the tender document may be directed to **Ms TM Mohale** at telephone number **014 718 2022** during working hours or e-mails can be sent to mohalet@modimolle.gov.za

Fully completed tender documents, clearly marked "**Tender No.110/11/2025 – 21/11/2025 Leasing of Municipal Municipal Farms and Camps (Income Generating)**" with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box** on the **Ground floor**, Modimolle-Mookgophong Local Municipality, O R Tambo Square, Harry Gwala Street, Modimolle-Mookgophong 0510 **by no later than 11h00 on Friday, 9 January 2026.** The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Modimolle-Mookgophong Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of Specific goal and B-BBEE Status Level of Contribution and Specific goal.

No awards will be made to a person:

- Who is not registered on the Central Supplier Database;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it.

The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

LC MALEMA
ACTING MUNICIPAL MANAGER
Modimolle-Mookgophong LM
Private Bag x1008
Modimolle 0510
www.mmlm.gov.za

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR Leasing of Municipal Farms and Camps (Income Generating)

BID NUMBER:110/11/2025 – 21/11/2025

CLOSING DATE: **9 JANUARY 2026** TIME: **11H00**

The successful bidder will be required to fill in and sign a written Contract Form (MBD7.1, MBD7.2 or MBD7.3), whichever is applicable

Bid documents may be downloaded on the Municipal Website www.mmlm.gov.za, from Wednesday 10 December 2025.

Duly completed bid document must be deposited in the clearly marked bid box at Modimolle Mookgophong Local Municipality, OR Tambo Square, Harry Gwala St) before 11H00 on the closing date 14 November 2023.

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

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

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED).

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FACSIMILE NUMBER	
VAT REGISTRATION NUMBER	
HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED	YES/NO*
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?	YES/NO* If YES enclose proof
HAVE ALL THE STANDARD BIDDING DOCUMENTS BEEN COMPLETED IN ALL RESPECTS AND SIGNED?	YES/NO*
HAVE THE CONTENTS THEREOF BEEN NOTED BY THE BIDDER?	YES/NO*
SIGNATURE OF BIDDER	
DATE	
CAPACITY UNDER WHICH BID IS SIGNED	

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**PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN
MANAGEMENT POLICY**

1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

DOCUMENT	YES	NO
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?		
MBD 2 - Tax Clearance Certificate Copy of a valid Tax Clearance Certificate attached?		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a Copy of the B-BBEE Certificate attached?		
MBD 6.2 (Local Production and content) Is the form duly completed and signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?		
Specifications Is the form duly completed and signed?		
Pricing Schedule Is the form duly completed and signed?		
Form of Offer and Acceptance Is the form duly completed and signed?		
GENERAL CONDITION OF CONTRACT Is the form duly completed and signed? Initials and signature bottom of the page		
Declaration of Tenderer Is the form duly completed and signed?		

TENDER NOTICE AND INVITATION TO TENDER

TENDER NO.: 110/11/2025 – 21/11/2025

CLOSING DATE: 9 JANUARY 2026

LEASING OF MUNICIPALITY MUNICIPAL FARMS AND CAMPS (INCOME GENERATING)

Modimolle-Mookgophong Local Municipality hereby invites suitably qualified service providers for the **Leasing of Municipal Farms and Camps (Income Generating)**

Tender documents with full specifications can be obtained from **Municipal Website** made out in favour of Modimolle-Mookgophong Local Municipality is required on collection of the tender documents.

The closing time for receipt of tenders is **11:00 on 9 January 2026**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

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Fully completed tender documents, clearly marked "**Tender No. : 110/11/2025 – 21/11/2025 Leasing of Municipal Farms and Camps (Income Generating)**"

with "**NAME of TENDERER**" must be placed in a sealed envelope and placed in the **tender box** on the **Ground floor**, Modimolle-Mookgophong Local Municipality, O R Tambo Square, Harry Gwala Street, Modimolle-Mookgophong 0510 **by no later than 11h00 on Tuesday, 14 November 2023**. The envelope must be endorsed with number, title and closing date as indicated above.

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3. AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

2. Companies and Close Corporations

2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			
Full name and surname of all Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a certified copy of the resolution attached?			YES
			NO
SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

3. Partnership

We the undersigned partners in the business trading as _____ hereby authorize Mr/Mrs. _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

4. Consortium

We the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr/Ms. _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

Full name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF CONSORTIUM		DATE	
PRINT NAME			
WITNESS 1		WITNESS 2	

GENERAL CONDITION OF CONTRACT

1. DEFINITIONS

1.1	Closing Time	Means the date and hour specified in the bidding documents for the receipt of bids.
1.2	Chief Executive Officer	Means the Accounting Officer of the municipality or his/her duly authorised
1.3	Contract	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
1.4	Contract Price	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.5	Corrupt Practice	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.6	Countervailing duties	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
1.7	Country of origin	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.8	Day	means calendar day.
1.9	Delivery	means delivery in compliance of the conditions of the contract or order.
1.10	Delivery ex stock	means immediate delivery directly from stock actually on hand
1.11	Delivery into consignees store or to his site	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.12	Dumping	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.13	Force Majeure	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.14	Fraudulent Practice	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.15	GCC	Means the General Conditions of Contract
1.16	Goods	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.17	Imported Content	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18	Letter of Acceptance	Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract.
1.19	Local Content	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
1.20	Manufacture	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.21	Order	means an official written order issued for the supply of goods or works or the rendering of a service.
1.22	Project Site	where applicable, means the place indicated in bidding documents.
1.23	Purchaser	means the organization purchasing the goods.
1.24	Republic	Means the Republic of South Africa
1.25	SCC	Means the Special Conditions of Contract
1.26	Services	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.27	Signature Date	Means the date of the letter or acceptance
1.28	Tender	Means an offer to supply goods/services to the organization at a price
1.29	Tenderer	Means any person or body corporate offering to supply goods/services to the organization
1.30	Written or In Writing	means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. STANDARDS

4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
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5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

5.1	The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
5.2	The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
5.4	The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1	The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
6.2	When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality

7. PERFORMANCE SECURITY

7.1	Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
7.4	The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKAGING

9.1	The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
9.2	The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1	Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.
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11. INSURANCE

11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
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12. TRANSPORTATION

12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified.
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13. INCIDENTAL SERVICES

13.1	The provider may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. SPARE PARTS

14.1	<p>As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <ul style="list-style-type: none">(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and(b) in the event of termination of production of the spare parts:<ul style="list-style-type: none">(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
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15. WARRANTY

15.1	<p>The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p>
15.2	<p>This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.</p>
15.3	<p>The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p>
15.4	<p>Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p>
15.5	<p>If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>

16. PAYMENT

16.1	<p>The method and conditions of payment to be made to the provider under this contract shall be specified</p>
16.2	<p>The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p>
16.3	<p>Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.</p>
16.4	<p>Payment will be made in Rand unless otherwise stipulated.</p>

17. PRICES

17.1	<p>Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.</p>
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18. INCREASE / DECREASE OF QUANTITIES

18.1	<p>In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.</p>
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19. CONTRACT AMENDMENTS

19.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
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20. ASSIGNMENT

20.1	The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
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21. SUBCONTRACTS

21.1	The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
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22. DELAYS IN THE PROVIDER'S PERFORMANCE

22.1	Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract
22.2	If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
22.3	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
22.4	Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
22.5	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. PENALTIES

23.1	Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
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24. TERMINATION FOR DEFAULT

24.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
24.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

25.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
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26. FORCE MAJEURE

26.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
26.2	If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. TERMINATION FOR INSOLVENCY

27.1	The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,
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28. SETTLEMENT OF DISPUTES

28.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
28.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
28.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
28.4	Notwithstanding any reference to mediation and / or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract

29. LIMITATION OF LIABILITY

29.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
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30. GOVERNING LANGUAGE

30.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
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31. APPLICABLE LAW

31.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
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32. NOTICES

32.1	Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
32.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. TAXES AND DUTIES

33.1	A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
33.2	A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
33.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidders are in order.

34. TRANSFER OF CONTRACTS

34.1	The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
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35. AMENDMENT OF CONTRACTS

35.1	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing
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PART B: SPECIFICATION AND SPECIAL REQUIREMENTS

PROJECT NAME: LEASING OF MUNICIPAL FARMS & CAMPS. (Income Generating)

REQUEST FOR PROPOSAL – LEASING OF MUNICIPAL FARMS,CAMPS & PROPERTIES.

The following specifications apply to this bid:

1. Property Information

MODIMOLLE AREA

NAME OF ENTITY	FARM / CAMP SYSTEM	SIZE	LOCATION
1. Camp System B	Camp System	166 ha	Next to Driehekke
2. Camp System E	Camp System	15 ha(1 hectare per applicant)	Mahlenkgana Farm
3. A portion of Nylstroom Town and Townlands 419 KR Shooting Range.	Farm	8.5 ha	Next to Weesgerus

NB: Camp E will be allocated to small scale emerging farmers. Each applicant will be allocated 1 hectare.

MOOKGOPHONG AREA

NAME OF ENTITY	FARM / CAMP SYSTEM	SIZE	LOCATION
1. Remaining Extent of portion 2 (a portion of portion 2) of Grootvalley 529 KR.	Farm	250 ha	Next to Lapa and Boreholes.
2. Portion 11(A ptn of ptn 9) of the farmGruisfontein 554KR	Farm	256 ha	Mookgophong (Crecy Nkwini Mashishi and Former Dipudi Project)
3. Portion 3 of Naboomspruit 348 KR.	Farm	10 ha	Next to the Sewer Plant (Lucern)
4. Portion 80(a ptn of ptn 76) of the farm Byzonderheid 607 KR.	Farm	3 ha	Roedtan (House)
5. Portion 3 (a portion of portion 1) Restaurant 588 KR.	Farm	258 ha	Roedtan (Former Established Township)

LIST OF PROPERTIES FOR LEASE.

MOOKGOPHONG AND VAALWATER AREA

PROPERTY DESCRIPTION	SIZE	LOCATION
Erf 972	3122m ²	Park next to Netball Courts in Mookgophong
Portion 78 of Grootvalley	3ha	Known as Mega Project
Erf 1712 portion 6 Vaalwater	4005m ²	Leseding Extension 1
Erf 388 Vaalwater	1000m ²	Leseding Extension 1

2. Overview and Vision of the Farms & PROPERTIES

These properties are situated in Modimolle – Mookgophong Local Municipality’s jurisdiction.

The proposal should align the property to the Municipality’s vision for the area in line with the strategies, legislative requirements and regulatory frameworks.

Modimolle – Mookgophong Land Use Scheme of 2021.

Specifications for the lease for commercial purpose.

3. Property Tenure

The property shall be made available by means of lease agreement in accordance with MMLM standard agreement.

The property shall be utilised for agricultural purpose by commercial and/or substantial farmers and emerging farmers.

- 3.1. The lease shall be different 0-3 years, periods of five (5) years, and 9 years & 11 months. The rental amount shall escalate at 7% per annum (exclusive of vat) excluding rates and taxes and other municipal services.
- 3.2. Bidders are required to make an offer(s) on monthly or yearly basis for the lease of the property as part of the proposal on the farms of between 0 – 370 hectares and more. Bidders may make an offer for farms and camp system of between 0 – 370 hectares which are classified as commercial, subsistence, emerging farmers and co – operatives.
- 3.3. The lessees shall under no circumstances sub – let the property or cede any rights of the property to a third party.
- 3.4. The property shall only be utilised for the purpose as advertised and may not be rezoned for any other purposes for the duration of the lease.
- 3.5. A deposit equal to one month’s rental shall be paid by the lessee upon signature of the lease agreement such deposit shall be refunded if all rental amounts are paid up at the time of the expiry of the lease agreement or vacation of the property ,subject to the property being returned in a clean and tidy condition.

- 3.6. All administrative costs relating to the valuation costs shall be for the lessees account.
- 3.7. Community members, Co – operatives, Emerging farmers, Non - governmental organization (NGO), Non – profit organization (NPO), Business owners, Commercial farmers and any interested persons are hereby requested to apply for the leasing of municipal owned farms and Camp systems.

4. Payment of Rental

The successful bidder shall pay on monthly basis the rental amount on or before the 7th of each month. Failure by the successful bidder to pay the monthly rental for a period of three (3) months, an official notice will be issued to him/her to comply and correct the transgression. Failure by the successful bidder to pay the monthly rental amount for a successive period of six (6) months constitutes a termination of the lease agreement.

The successful bidder may choose to pay the rental on annual or monthly basis. The payment of annual rental will be paid upfront upon signing of the lease agreement.

Payment Proposal Plan

Name of bidder	Bid monthly rental	Bid yearly rental amount	Vat	Total bid amount

An annual escalation of 7% will be charged.

4.1. Phase 1 Evaluation Requirements

The proposal for lease of the farm and properties must be accompanied by the following information;

- I. Identity Document of Director(s)
- II. Co-operative Certificate
- III. Letter of support for funding from the Department of Agriculture, Department of Rural Development and Land Reform, other organs of state and Private Sector.
- IV. Registered Brandmark Certificate of livestock
- V. Lease Amount to be determined by Municipal Valuer
- VI. Company Profile
- VII. Project Implementation Plan
- VIII. Maintenance Plan
- IX. Company Registration Certificate
- X. Tax Clearance Certificate
- XI. Black Economic Empowerment Certificate
- XII. Municipal Property Rates and Tax Accounts for business or Lease Agreement of rented business.

The Municipality through this initiative intends to promote and develop co – operatives, emerging farmers, small scale farmers, agricultural initiatives, and commercial farmers. The targeted markets are livestock farming, poultry and crop production.

The municipality further intends that successful bidders /applicants to occupy, maintain, develop, protect and secure the properties and utilize the facilities to their maximum potentials and for the benefit of the local communities of Modimolle, Alma, Vaalwater, Mookgophong and Roedtan.

The successful applicants are required and expected to create jobs, improve and develop infrastructure and add value to the public facilities.

The criteria will be as follows:

Size	Period of Lease	Type of use or Farming	Type of rental	Support from MMLM & Government	Infrastructure Responsibilities of the Lessee
1 – 50 Hectares	0 – 3 Years	Local Economic Development Initiative Small Scale Farming Agricultural projects	Nominal rental	Yes (Administrative & technical support)	Installation of fences Fire breaks Internal roads Drilling of boreholes Installation of water meters Installation of electrical connection
51 – 100 Hectares	0 – 5 Years	Local Economic Development Initiative Emerging farmers Agricultural projects Co – operatives	Nominal rental	Yes (Administrative & technical support)	Installation of fences Fire breaks Internal roads
101 – 300 Hectares	0 – 9 Years and 11 months	Commercial farmers	Nominal rental	No	Installation of water meters Equipping of Boreholes Provision of electricity

					Installation / replacement of fences
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4.2. Proposal by Bidders

- 4.2.1. All bidders are required to submit company profile and/or company proposal which gives details of the person(s), non-profit organisation, non-government organisation, co-operative.
- 4.2.2. All bidders must submit a detailed report of their livestock with the number(s) of their livestock and size of camp for livestock.
- 4.2.3. All bidders who intend on crop breeding or farming must indicate the type of farming and size of farm or camp they require.
- 4.2.4. All bidders who qualify in terms of the criteria in 4.1 above will be requested or invited for a verbal representation or written representation to the committee.
- 4.2.5. The shortlisted qualifying bidder will be afforded an opportunity to present to the committee the operations of his/her business.
- 4.2.6. The successful bidder will be responsible for installation of bore holes, Installation of fences, fire breaks, internal roads, installation of water meter and installation of electrical connections.

Proposed reserve values

Property Size	Tendered Amount	Total Bid Amount	Farm Description & Size
0 – 50 Hectares			
51 – 100 hectares			
101 – 150 hectares			
151 – 200 hectares			
201 – 250 hectares			
251 – 300 hectares			
301 – 350 hectares			
350 and more hectares			

5. The following terms and conditions of lease are highlighted but not limited to.

- 5.1. Where activities require registration with relevant statutory bodies the bidder is required to ensure that this is done prior to commencing on the property.
- 5.2. The successful bidder shall at his own cost maintain, secure and keep the property in a safe, clean and tidy condition in compliance with all relevant legislation i.e. Safety Act, OHSA.
- 5.3. Repairs of any damage caused by negligent or wilful action of any person within the property shall be for the successful bidder's account.

- 5.4. The successful bidder shall provide security for the property and shall undertake all repairs of the property, maintain all municipal services.
- 5.5. No improvements or alterations to the property shall be made without the MMLM prior written consent and the MMLM shall in its absolute discretion be entitled to withhold or grant such consent which will also be subject to building plans been approved by the MMLM Town Planning Department.
- 5.6. Bidders are required to submit a Financial proposals which is not limited to but should include :
- 5.7. Detailed cost estimates, together with supporting documentation of the costs of refurbishing, upgrading, extension and /or alterations and time schedule of the above activities in relation to the building.
- 5.8. The successful bidder must submit a 9 years maintenance plan or activity plan to maintain and safe keep the property.
- 5.9. The successful bidder shall take out public liability insurance of R500 000.00 cover any possible claims.
- 5.10. Liability covers must be renewed annually by the lessee.
- 5.11. The Municipality should have Infrastructure liability for all the properties.
- 5.12. Any municipal service and servitudes situated on the property shall be protected of the cost of the lessee.
- 5.13. The successful bidder shall be liable for the payment of all sewerage, refuse removal fees, levied or payable in respect of the property and electricity and water supplied on site.
- 5.14. All environmental and related legislation and by – Laws applicable to the property shall be compiled with and that all building plans to be submitted to the Local Authority.

PHASE 2: PRICE, B-BBEE STATUS LEVEL OF CONTRIBUTOR AND SPECIFIC GOAL

The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

Preferential Point Scoring

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).

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.

Points for this bid shall be awarded for:

- Price; and
- B-BBEE Status Level of Contributor and specific goal

The maximum points for this bid are allocated as follows

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR AND SPECIFIC GOAL	20
Total points for Price and B-BBEE, & Specific Goal must not exceed	100

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

50% of the 20 points will be allocated to promote **BBBEE** as per scorecard and the remaining 50% to promote **Specific Goal** (Locality).

Points will be allocated in terms of the B-BBEE scorecard and Locality as follows:

B-BBEE Status Level of Contributor	Total Number of Points for scorecard	Number of Points for Preference (50%)
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant contributor	0	0

SPECIFIC GOAL (LOCALITY)

No.	Requirement	No. of points
1. 80/20 Preference System	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of Modimolle-Mookgophong Local Municipality	10
	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Waterberg District Municipal Area but Outside of the boundaries of the Modimolle-Mookgophong Municipal Area	5

NB:

1. A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80 point formula for price; and scores 0 points for B-BBEE status level of contributor.
2. An enterprise that does not have an enterprise head office or primary place of business or regional or satellite office located within the boundaries of the Waterberg District Municipal Area shall score 0 points for the specific goal of locality.
- 3.

Criteria for breaking deadlock in scoring

If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.

If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

ADDITIONAL CONDITIONS

- Valid B-BBEE status level certificate or certified copies must be attached (for points allocation)
- Modimolle Mookgophong Local Municipality takes no responsibility to follow up with bidders whose accounts are not clearly explained, if the 90 days debt confirmation is not evident from the records submitted, this constitute an automatic disqualification from the tender.

- Penalties will be imposed on by the municipality on its discretion on unsatisfactory goods/services rendered.
- Exclusion of items on the scope / specification will cause a disqualification, all quotes must be prepared and priced according to the full scope/specification.
- If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract.
- Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- All products to be SABS approved

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

SPECIFIC GOALS PREFERENTIAL POINTS CLAIM FORM IN TERMS OF THE MUNICIPALITY’S SUPPLY CHAIN MANAGEMENT POLICY, 2023 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 4 NOVEMBER 2022 (Gazette 47452)

This specific goals preferential points claim form is submitted with bids invited where the estimated procurement amount exceeds R30 000. It contains general information and serves as a claim form for points for specific goals as follows:

- Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution, and
- Bidder Locality

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. Points shall be awarded for:

- 1.2.1. Price;
- 1.2.2. B-BBEE Status Level of Contributor (Specific Goal 1); and
- 1.2.3. Locality of bidder (Specific Goal 2)

1.3. The formulae and methodologies to be applied in calculating price and specific goal points shall be those as set out in the 2022 PPPFA Regulations (the Preferential Procurement Regulations made by the Minister on 4 November 2022) 4 to 7, which formulae and methodologies are subject to amendment by the Minister from time to time.

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

#	Component	Maximum Points – value up to R50 million	Maximum Points – value above R50 million
1	Price	80	90
2	B-BBEE Status Level of Contributor	10	5
3	Locality of bidder	10	5
	Total points	100	100

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6. Failure on the part of a bidder to submit proof of locality with the bid, will be interpreted to mean that preference points for Bidder Locality are not claimed.

1.7. Modimolle-Mookgophong Local Municipality 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 specific goals, in any manner required by the municipality.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (j) "specific goals" means specific goals as contemplated in Part 57 of Modimolle-Mookgophong Local Municipality's Supply Chain Management Policy.

3. BID DECLARATION – SPECIFIC GOALS

3.1 Bidders who wish to claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4

B-BBEE Status Level of Contributor: = _ Points claimed = _____ (see below)

B-BBEE Level	Points - value up to R50 million	Points - value above R50 million
Level 1 50%	10	5
Level 2 50%	9	4.5

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant contributor	0	0

N.B. B-BBEE Certificate or Affidavit to be attached.

3.2 Bidders who wish to claim Locality Points must complete the following:

Full physical address of bidder: _____

Bidder Locality	Points - value up to R50 million	Points claimed by the bidder	Points - value above R50 million	Points claimed by the bidder
Modimolle – Mookgophong Municipality	10		5	
Within Waterberg District Municipality(Outside Modimolle-Mookgophong Local Municipality)	5		2.5	
Outside Waterberg District Municipality	0		0	

N.B. a recent Municipal Billing Certificate (not dated earlier than two months before the bid closingdate) to be attached.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.1 Name of company/firm:___

4.2 VAT registration number (if a VAT Vendor) _____

4.3 CSD (Central Supplier Database) number: MAAA_____

4.4 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

4.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

4.6 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor and Locality in paragraphs 1.4 and 3 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 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

WITNESSES

1

2

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

(e) forward the matter for criminal prosecution

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.**

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.**

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:**
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;**
 - b. been convicted for fraud or corruption during the past five years;**
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or**
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).**

- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM C.1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

**Leasing of Municipal Farms and Camps
(INCOME GENERATING)**

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

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature
Of Witness _____

ACCEPTANCE

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

The terms of the contract are contained in:

Part 1 Agreements and Contract Data (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

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

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

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer

(Name and address of organisation)

Name & Signature

Of Witness _____

DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

I/We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	
DATE		DATE	

