

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, REPAIR AND REFURBISH TAFELKOP
(BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.**



SEKHUKHUNE
District Municipality

Private Bag X8611 Groblersdal 0470, 3 West Street Groblersdal 0470
Tel : (013) 262 7300, Fax: (013) 262 3688
E-Mail : sekinfo@sekhukhune.co.za

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BID NO: SK8/3/1-39/2023/24

PROCUREMENT DOCUMENT

Registered Name of Bidder:	
Trading Name of Bidder:	
Registration No. of Entity:	
Postal address of Bidder:	
Contact Person:	
Tel. No:	E-mail Address:
Cell No:	Fax No:
Tender Amount:	
CIDB GRADING	3CE or Higher
ISSUED BY: Director: Infrastructure Water Services Mr. Mashele F Sekhukhune District Municipality Private Bag X8611 Groblersdal 0270 Tel: (013) 262 7535	PREPARED BY: Cluster Manager: Operations & Maintenance Mr. Ramadje K.M Sekhukhune District Municipality Private Bag X8611 Groblersdal 0270 Tel: (013) 262 7577

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- Documentation if Tender Exceeds R10 Million (Compulsory if Applicable)	
- Three years audited financial statements for those transactions above R10million.	
- A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii).	
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T1.1 TENDER NOTICE AND INVITATION OF TENDERERS
MBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, REPAIR AND REFURBISH TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.

TENDER DETAILS

TENDER NUMBER:	SK8/3/1-39/2023/24					
TENDER TITLE:	YOU ARE HEREBY INVITED TO BID FOR APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, REPAIR AND REFURBISH TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.					
CLOSING DATE:	2024/02/23	CLOSING TIME:		11H00		
SITE MEETING:	DATE: 2024/02/13	YES	TIME:	10H00	COMPULSORY	YES
SITE MEETING ADDRESS:	TAFELKOP SWIFT GARAGE					
CIDB GRADING REQUIRED:	3CE OR HIGHER	LEVEL AND CATEGORY:			3CE	
BID BOX:	Situating at: Groblersdal AB Sikhosana Fire Station, the bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)

NAME OF TENDERER:		
NAME OF CONTACT PERSON		
PHYSICAL ADDRESS:		POSTAL ADDRESS:
TELEPHONE #:		FAX NO:
E-MAIL ADDRESS:		
Total for Item 3 on page 87:		
DATE:		
SIGNATURE OF TENDERER:		

CAPACITY UNDER WHICH THIS BID IS SIGNED:

PLEASE NOTE:

1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
2. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
TECHNICAL ENQUIRIES	Ramadje K.M	013 262 7577
ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Nkadimeng H. L	013 262 7300
	Masemola V.	013 262 7656

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PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority for Signatory (Compulsory)	YES		NO	
Certificate of Authority for Joint Venture (Compulsory where applicable)	YES		NO	
Certified copy of identity documents for directors (required for evaluation)	YES		NO	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (Compulsory)	YES		NO	
Copy of Company Registration Documents or CK1 for Close Corporations	YES		NO	
Form of offer to be properly signed (Compulsory)	YES		NO	
Declaration of Interest (MBD4) (Compulsory)	YES		NO	
MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (Compulsory if Applicable) -Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). The municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for landlord. In case where the Company is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.	YES		NO	
BIDS Less than R10 million: <ul style="list-style-type: none"> If the estimated value of the transaction is less than R10 million, the bid documentation must require the bidders to furnish: Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days in accordance with regulation 38, or proof of lease agreement including rates for the landlord. In case where the company or director is registered in a rural area where rates are not paid, please attach proof from local authority and affidavit under oath indicating that there are no municipal rates payable.	YES		NO	

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Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (MBD 6.1) (Compulsory)	YES		NO	
COIDA (Compulsory)	YES		NO	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (Compulsory)	YES		NO	
Certificate of Independent Bid Determination (MBD9) (Compulsory)	YES		NO	
Valid Tax Clearance Certificate Issued by the South African Revenue Service or PIN issued by SARS	YES		NO	YES
CSD Registration/CSD Summary Report	YES		NO	YES

Note: The meaning of the cursive type for each Form is as follows: • Compulsory: Documentation or Information that must be submitted with the tender (Failing to submit any if the document may result in the tender being deemed

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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T 1.2. TENDER NOTICE & INVITATION TO TENDER

SK8/3/1-39/2023/24

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Tender documents, in English, are obtainable from Thursday, 08 February 2024, at Bareki Mall Cnr. Van Riebeeck and Chris Wild Street Sekhukhune District Municipality offices from Cashiers; Tel: 013 262 7300 between 07h30 and 15h30 upon payment of a tender participation fee of R350-00 per set. Alternatively, the document may be downloaded free of charge from the website: www.etenders.gov.za .

Sealed tenders, with: "Tender No.: **SK8/3/1-39/2023/24: YOU ARE HEREBY INVITED TO BID FOR APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, REPAIR AND REFURBISH TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.**

clearly enclosed on the envelope, must be deposited in Tender Box No. 5 at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW. Bids may only be submitted on the bid documentation issued by Sekhukhune District Municipality.

The closing date and time of the tender is on 23/02/2024 at 11h00 and tenders will be opened in public immediately thereafter at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW.

Tenders must be valid for 90 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2022 and bidders may claim preference points in terms of their specific goals status level of contribution.

Sekhukhune District 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. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of Sekhukhune District Municipality.

Please refer enquiries to Karabo Ramadje at telephone number: 013 262 7577 or 073 230 0069

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2. TENDER DATA

Clause #	
	<p>The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the September 2015 edition of the CIDB Standard for Uniformity in Construction Procurement (Board Notice 187 of 2015 - refer to www.cidb.org.za).</p> <p>The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender.</p> <p>The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	<p>General:</p> <p>The Employer is Sekhukhune District Municipality, as stipulated in the Tender Notice and Invitation to Tender as on page 6 of this document.</p>
F.1.2	<p>Tender documents:</p> <p>The tender documents issued by the Employer comprise:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p>C1.4: Adjudicator's Agreement (if applicable)</p> <p>PART C2: PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p> <p>PART C3: SCOPE OF WORKS</p> <p>C3: Scope of Work</p> <p>C3.1: Description of the Works</p> <p>C3.2: Annexes</p> <p>PART C4: CONDITIONS OF CONTRACT</p>
F.1.2	<p>Communication and employer's agent: The employer has no agent acting on its behalf for the purpose of this tender. The employer's representative for the purpose of communication between the employer and bidders is:</p> <p>Name: Karabo Ramadje</p> <p>Address: Sekhukhune District Municipality</p> <p>PO Box 8116</p> <p>Groblersdal, 0720</p> <p>Tel: (013) 262 7535</p> <p>E-mail: ramadjek@sekhukhune.gov.za</p> <p>Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document</p>
F.1.5.	<p>add the following to clause F1.5.1.</p> <p>Sekhukhune District Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part – and it is not obliged to accept the lowest or any bid.</p>
F.2.1	<p>Eligibility:</p> <p>F.2.1. 1 Add the following:</p> <p>Only those bidders who also satisfy the following criteria are eligible to submit tenders:</p>

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	<p>F.2.1.3 Registration as Service Provider: Only those bidders who are registered and verified on Central Supplier Database as service providers or are capable of being so registered prior to the evaluation of submissions, are eligible to submit bids. The Employer will only enter into a formal contract with a bidder who is registered on Sekhukhune District Municipality's Suppliers Database as a service provider.</p>
	<p>F.2.1.4 Local office: Preference bidders to be considered for an appointment in terms of this tender, bidders must have an office in the Limpopo, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out. The physical address of the local office must be indicated certified proof of residence, as well as the preferred domicilium citandi et executandi for the purposes of any contract arising from this tender submission.</p> <p>F.2.1.5 Key personnel: The following personnel certified qualifications and cv must be attached as the work team to assist the bidder to execute task of the bidder and available for the envisaged appointments:</p> <ol style="list-style-type: none"> 1. Project Leader who is a registered engineer and Technologist with at least five years verifiable post graduate experience in the water services project management. The person must demonstrate competence in water services experience and qualification and/or completion of BEng / BTech/NDip & Pr CPM / B.Sc. (Hons/). The Project Leader must have acted as the „Project Leader“ after completing of BEng / BTech/NDip & Pr CPM / B.Sc. (Hons/) with Civil Engineering studies in water services Works for atleast three years. 2. Project Manager who is a registered engineer and Technologist with at least five years verifiable post graduate experience in the water services project management. The person must demonstrate competence in water services experience and qualification and/or completion of National Diploma in Civil Engineering. The Project Manager must have acted as the „Project Manager“ after completing National Diploma in Civil Engineering studies in water services Works for at least three years. 3. Artisan Plumber who is a registered apprentice for Plumber with at least five years verifiable post graduate experience in the plumbing field. The person must demonstrate competence in plumbing work and qualification and/or completion of relevant courses. The plumbing must have acted as the „plumber after completing trade test with plumber works for atleast three years. <p>F.2.1.6 Functionality Evaluation: Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70% or more for quality will be considered for further evaluation. Bids that score less than 70% will be rejected as non-responsive. Note:</p>
F.2.7	<p>Clarification meeting: Compulsory briefing session will be held on 13/02/2024 @10h00, venue – Tafelkop Swift Garage.</p>
F.2.13	<p>If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be submitted to SDM infrastructure and water services.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>

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	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed
F.2.13	<p>Submitting a bid:</p> <p>F.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.</p> <p>F.2.13.2 The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the</p>
	<p>participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.</p> <p>F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Sekhukhune District Municipality, AB Sikhosana Fire Station, Groblersdal next to WTW, Identification Details: TENDER No. SK8/3/1-39/2023/24: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, REPAIR AND REFURBISH TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.</p> <p>F.2.13.6 A two-envelope procedure will not be followed.</p>
F.2.14	The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	<p>Tender offer validity:</p> <p>The tender offer validity period is 90 days</p>
F.2.17	<p>Clarification of tender offer after submission: Add the following to</p> <p>F.2.17: A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.</p>
F.2.23	<p>The tenderer is required to submit the following certificates with his tender:</p> <ol style="list-style-type: none"> 1. A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days 2. A particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); 3. A valid Tax Clearance Certificate issued by the South African Revenue Services or SARS verification number
F.3.2	<p>Opening of tender submissions:</p> <p>Add the following to F3.2:</p> <p>The time and location for opening of the tender offers are: Time: 11h00 on Friday 23 February 2024; Location: AB Sikhosana Fire Station board room, Sekhukhune District Municipality, Tenders will be opened in public immediately after the closing time for tenders at 11h00.</p>
F3.4	The time and location for opening of the tender offers are in accordance with F.2.14
F3.8	<p>Test for responsiveness:</p> <p>Add the following to F3.8:</p> <p>Bids will be considered non-responsive if, inter alia: - the bid does not comply with the eligibility criteria listed in F2.1 above.</p> <p>- the bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission</p>
NAME (PRINT):	
SIGNATURE:	
CAPACITY:	
NAME OF FIRM:	
DATE:	

	<p>stated in the employer's written request.</p> <p>- the bid failed to score the minimum of 70% in the pre-qualification evaluation for functionality/quality.</p>
F3.11	<p>The procedure for the evaluation of responsive tenders is Quality/functionality and Preference.</p> <p>Evaluation of Bid offers:</p> <p>F.3.11.5</p>

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	<p>Add the following: The procedure for the evaluation of responsive tenders will be Method 2: Preferences and quality, where quality will be assessed for functionality purposes. Evaluation stages: Stage 1: Assessment of eligibility (i.e. general completeness) and responsiveness; Stage 2: Assessment of quality/functionality in terms of minimum threshold for functionality. The functionality evaluation will be subdivided into the following evaluation categories: Stage 3: Price and specific goals status level Key Personnel Relevant experience Locality</p> <p>The minimum number of functionality points is 70 out of 100. Tender offers that fail to score this minimum number of functionality points will be rejected. Refer to the Functionality Evaluation guide sheet, and Returnable schedules on pages 72 to 81 for detail on the submissions required to score points for quality. Bidders are advised to carefully study this sheet and schedules, to ensure that sufficient relevant information is provided for each discipline/category tendered for. Tenderers that fail to supply the information requested in any of the schedules with their tender offers will score zero on Quality/Functionality points in the particular regard.</p> <p>Stage 2: Preference: For preferences, the Specific goals status level of contribution will determine the points scored out of a maximum of 20 points, in accordance with the requirements as set out in form MBD 6.1 on page 22.</p>
F3.12	Tenderers are advised to study: when completing Schedule and claiming points.
F.3.13	<p><u>COMPULSORY DOCUMENTS TO SUBMIT</u></p> <ol style="list-style-type: none"> 1.Valid Tax Clearance Certificate or SARS verification pin; 2.Copy of Company registration Documents 3.Proof that Municipal Rates are not in arrears for more than thirty (90) days for the company. 4.Proof that Municipal Rates are not in arrears for more than thirty (90) days for directors of the company. 7.,Joint Venture agreement If applicable 8.Authority of signatory 9.. CIDB 3CE and above grading required. <p>TENDER OFFERS WILL ONLY BE ACCEPTABLE ON CONDITION THAT THE:</p> <ol style="list-style-type: none"> a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer. b) A valid tax Clearance Certificate or SARS verification pin is included with this tender. c)A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with this tender. d)The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. e)The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. f)The Tenderer or any of its principals, directors or managers in not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission. g)The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: h).Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract. i).Having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;

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	<p>j).Having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour.</p> <p>k).Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tenderer to be submitted by either party.</p> <p>l).Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender.</p> <p>m)..The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.</p>
F.4	<p>Additional Conditions of Tender: The additional conditions of tender are:</p>
F.4.1	<p>Invalid bids: Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances:</p> <p>(a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document</p> <p>(b) if the tender is not completed in non-erasable ink;</p> <p>(c) if the offer has not been signed;</p> <p>(d) if the offer is signed, but the name of the bidder is not stated or is unrecognizable;</p> <p>(e) If masking fluid has been used to make corrections on the tender document.</p>
F.3.18.	<p>Copies of the contract Add the following: The number of paper copies of the signed contract to be provided by die Employer is one</p>
	<i>This will be a once off project.</i>

NAME (PRINT):		NAME OF FIRM:	
SIGNATURE:			
CAPACITY:		DATE:	

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.



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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

PART T2: LIST RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that the tenderer return **all information requested**.

T2.2 List of Returnable Schedules

	Administrative Requirements
1.	Valid Tax Clearance Certificate or PIN issued by SARS
2.	Join Venture Agreement
3.	Certified Copy of identity documents for directors of the Company
4.	Compliant CSD Registration/CSD Summary Report
5.	Copy of Company Registration Document or CK for Close Corporations
6.	Initial All pages
7.	Certificate of Authority for Joint Venture
8.	CIDB Grade 3CE or higher
	Mandatory Requirements
1.	Schedule A: Compulsory Enterprise Questionnaire (Compulsory)
2.	Schedule B: Authority for Signatory (Compulsory)
3.	Declaration of Interest (MBD4) (Compulsory)
4.	<p>MBD 5 (required for evaluation)</p> <p>Documentation if Tender Exceeds R10 Million</p> <p>-Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii). The municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for landlord in case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.</p>

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	<p>Bids less than 10 million:</p> <ul style="list-style-type: none">• If the estimated value of the transaction is less than R10 million, the bid documentation must require the bidder to furnish: <p>Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 90 days in accordance with regulation 38, or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (Compulsory).</p>
5.	MBD 6.1 Claim form in Terms of Preferential Procurement Regulation 2022 (Compulsory)
6..	Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (Compulsory)
7.	Certificate of Independent Bid Determination (MBD9) (Compulsory)
8.	Proof of COIDA (Compulsory)
9.	Form of offer to be properly signed (Compulsory)

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EVALUATION CRITERIA

Service Providers (bidders) who obtained over 70% functionality score will qualify for further evaluation.

1. Bidders must provide sufficient information to qualify for pre-qualification points in respect of Functionality/Quality, regarding the company as it pertains to the Local Office addressing the following: -
 - 1.1. Physical address / Background / Organization / Management
 - 1.2. Fields of activity / expertise
 - 1.3. Staffing / Human Resources
2. Bidders shall also provide proof of residence as it pertains to the Local Office.

Received Responsive Bids will be evaluated based on the following criteria:

- **STAGE 1: SCREENING PROCESS**

- Compliance with all standard bidding documents, and such documents must be signed by a duly authorized representative
- Tax matters will also be reviewed as to whether a SARS variation number and valid tax clearance certificate has been submitted at closing date and time of the bid.

- **STAGE 2: FUNCTIONALITY EVALUATION**

Only bidders that have met the pre-qualification process will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference).

- **STAGE 3: PRICING AND SPECIFIC GOAL STATUS LEVEL**

Only bidders that have obtained over 70% or points will be legible to be evaluated with price and specific goals.

ITEM	WEIGHT
STAGE 1 OF EVALUATION-FUNCTIONALITY	100
FUNCTIONALITY	
TECHNICAL STAFF WITH PREVIOUS WORKING EXPERIENCE IN WATER SERVICES INFRASTRUCTURES.	
1. PROJECT LEADER REGISTERED WITH ENGINEERING COUNCIL SOUTH AFRICA (ECSA) AND/OR THE SOUTH AFRICAN COUNCIL FOR THE PROJECT AND CONSTRUCTION MANAGEMENT PROFESSIONALS (SACPCMP) AND YEARS EXPERIENCE IN WATER SERVICES AND WATER INFRASTRUCTURE PROJECTS	15 Max Points

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(Attach CV's and certified copy of certificates of (NDip & Pr CPM) in (civil / water and structural)	
1.1 Three (3) to Five (5) years working experience in water services infrastructure.	5
1.2 Five (5) to Ten (10) years working experience in water services infrastructure.	10
1.3 Ten (10) years and above years working experience in water services infrastructure.	15
2. PROJECT MANAGER WITH NATIONAL DIPLOMA IN CIVIL ENGINEERING AND PROJECT MANGEMENT WITH YEARS EXPIERENCE IN WATER SERVICES INFRASTRCTURE PROJECT.	20 Max Points
(Attach CV's and certified copy of certificates of (National Diploma in civil engineering & National Diploma in project management)	
2.1 Three (3) to Five (5) years working experience in water services infrastructure.	10
2.2 Five (5) to Ten (10) years working experience in water services infrastructure.	15
2.3 Ten (10) years and above years working experience in water services infrastructure.	20
3. ARTISAN PLUMBERS (PROOF OF TRADE TEST)	20 Max Points
The bidder must attach the trade test certificate and cv as proof,	
3.1 One (1) to three (3) years working experience in water services infrastructure.	10
3.2 Three (3) to Eight (8) years working experience in water services infrastructure.	15
3.3 Nine (9) and above years working experience in water services infrastructure.	20

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4. COMPANY PLANT AND EQUIPMENTS	
Attach company's plants and equipment's license documents and/or attach signed and stamped lease agreement from plant hire with plants and equipment's license documents.	(15) Max Points
4.1 -One (1) x TLB	5
4. 2- One (1) 1x Excavator	5
4.3- One (1) x Roller Compactor size 50	5
5. Company's Experience: (Attach proof of appointment letter, signed and stamp referral letter from previous clients or completion certificates)	30 Max Points
5.1 One (1) to two (2) water services infrastructure projects.	10
5.2 Three (3) to Eight (8) water services infrastructure Projects	20
5.3 Nine (9) and above water services infrastructure Projects	30
Total	(100) points

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9. TERMS OF REFERENCE BACKGROUND, OBJECTIVES AND SCOPE OF WORK

OBJECTIVE

The purpose of the terms of reference is to enable the Municipality to appoint suitable service provider to **SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.**

1.BACKGROUND

Sekhukhune District Municipality (SDM) is the Water Services Authority within the district and is also a Water Services Provider (WSP) in some areas. The Municipality has an obligation to provide sustainable and uninterrupted water supply for the consumers within its area of jurisdiction. The Operation and Maintenance is a division within the department of Infrastructure and Water Services (IWS) which plays an important role in ensuring the sustainability of the water infrastructure assets for the provisioning of dignified basic supply as mandated by the Constitution. The division is obliged to operate and maintain a number of water and sanitation services infrastructure including but not limited to the following;

- Water Treatment Works
- Water booster pump stations
- Water reticulation Network
- Bulk pipelines
- Bulk and households Meters
- Sand pits
- Wells protects
- Reservoirs
- Concrete structures
- Raw water abstraction points

The O&M section is required to operate and maintain all above-mentioned assets, currently Tafelkop (Bapeding) bulk line is leaking and require urgent attention. The municipality have limited human capacity in terms number, skills and expertise and it is imperative to outsource some of the services for the smooth running for our water business. The appointment of the service provider will assist on the frequent response time to repair the leaking pipe.

2. PROJECT AIM

The main purpose of this bid is to outsource the service of pipeline installation, repair and replacement of bulk line.

The service provider appointed is expected to assist the municipality by responding abruptly to the breakdown, provide value for money and quality.

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SCOPE OF WORK

The items below are scope of works for the SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF 315mm ID x 300m length for TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.

3.1 SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.

- Install, repair and refurbish dilapidated water infrastructure.

4. RESOURCES (EQUIPMENT AND HUMAN)

The works under this contract requires plant and equipment like:

- Portable generator
- Manhole lifters
- Portable lights and hand tools
- Repair equipment for excavation (backhoe, shoring equipment, concrete mixer.)
- Confined Space entry gear
- General pipeline fittings and special tools (to quickly repair any rupture that may occur in the piping system)

5. DURATIONS AND DELIVERABLES OF THE CONTRACT.

The duration of the contract will be ONE (1) month, the commencement date will depend upon the signing of the contract.

The Service Provider must attach the detailed programme indicating the period that it will take to complete the Work to be undertaken for the Municipalities.

The successful bidder must/ should ensure that all ordered stock/ material is delivered within 14 days from the date of order. Failure to do so the order will be cancelled, and other service provider will be given the same assignment.

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10. AUTHORITY OF SIGNATORY

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.

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, authorising 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.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	
Date Resolution was taken	

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
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	

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11. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Addresses			
		Tel:	
Signature		Designation:	

(ii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iii) Name of firm			
Addresses			
		Tel:	
Signature		Designation:	

(iv) Name of			
Addresses			
		Tel:	
Signature		Designation:	

NOTE: A copy of the Joint Venture Agreement clearly showing the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule

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(V) CERTIFICATE FOR SOLE PROPRIETOR

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

.....

Signature of Sole owner

As Witnesses: 1.

2. Date

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF
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12. CERTIFIED COPY OF IDENTITY DOCUMENTS FOR DIRECTORS

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13. COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 2: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | |
| a member of the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | | | | | |
|---|--|---|--|---|---|
| a member of any municipal council | a member of any provincial legislature | a member of the National Assembly or the National Council of Province | a member of the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity | a member of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| an official of any municipality or municipal entity | | | | | an employee of Parliament or a provincial legislature |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2002;

confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ 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 abovementioned partnership. The following particulars in respect of every partner must be furnished and signed by every partner:

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

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
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			
SIGNATURE:		DATE:	
WITNESS 1:		WITNESS 2:	

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14.COPY OF COMPANY REGISTRATION DOCUMENTS OR CK1 FOR CLOSE CORPORATIONS

Important note to Tenderer: copies of Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and must be inserted here

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15. FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the **SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.**

The tenderer, identified in the offer signature block, 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 terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature
of witness Date

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2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as 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.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature of witness

Date

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.



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16. DECLARATION OF INTEREST - MBD 4

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid: 3.1. Full Name of bidder or his or he

3.1	Full Name of bidder or his or her representative										
3.2	Identity Number										
3.3	Position occupied in the Company (director, trustee, shareholder²):										
3.2	Company Registration Number:										
3.5	Tax Reference Number										
3.6	VAT Registration Number										

3.7	Are you presently in the service of the state?	YES		No	
3.7.1	If so, furnish particulars:				
3.8	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1	If so, furnish particulars:				

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

1. a member of –
 - i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
2. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. 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

Initial:

(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.

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3.9	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	
3.91	If so, furnish particulars:				
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal 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	
3.13.1	If so, furnish particulars:				
3.12	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this business company have any interest in any other related companies or business whether or not they are bidding for this contract.	YES		No	

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17. MBD 5 DECLARATIONS FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

[If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer is required by law to prepare annual financial statements for auditing, the AUDITED ANNUAL FINANCIAL statements for the LATEST past three years, or since the Tenderer's establishment (if established during the past three years) must be attached to this schedule. Failure to submit the above shall invalidate the tender]

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17. MBD 5 DECLARATIONS FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1 Are you by law required to prepare annual financial statements for auditing? YES / NO

5.4 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.

.....

.....

1 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

1.1 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.

5.5 If yes, provide particulars.

.....

.....

.....

2 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of Page 38 of 156 such contract? YES / NO

2.1 If yes, furnish particulars

.....

.....

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

2.1 If yes, furnish particulars

.....

.....



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18 MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

FOR EVALUATION CRITERIA

- A preferential Point system shall apply whereby the points will be allocated in accordance with the Preferential Procurement Regulations of 2022, where 80 points will be allocated in respect of price and 20 points in respect of preference points claimed for attainment of other specific goals summarized as follows: **(80/20 or 90/10 criteria)**.

HDI SPECIFIC GOALS	POINTS	POINTS
	80/20	90/10
HDI (Black, Indians and Coloureds)	12	6
Woman-Ownership of more than 50%	2	1
Disability ownership of more than 50%	2	1
Youth	2	1
Locality (within SDM jurisdiction)	2	1
Total	20	10

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The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & or & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & or & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used

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to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI (Black, Indians and Coloureds)	6	12		
Woman-Ownership o more than 50%	1	2		
Disability Ownership of more than 50% (Physically Impaired)	1	2		
Youth	1	2		
Locality (Within SDM Jurisdiction)	1	2		
TOTAL	10	20		



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DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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19. MBD 8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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.

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 2002).

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

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

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2.2	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 2002)? <i>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.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	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"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.2	<i>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?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.5	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"/>
2.7.1	If so, furnish particulars:		

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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



20. MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 2 (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.
- 1 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.
1. 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

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20. MBD 9. 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)

I have read and I understand the contents of this Certificate;

I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

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;

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

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

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.

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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. 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.

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

.....

Position

.....

Date

.....

Name of Bidder

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALLATION, REPAIRING AND REFURBISHING OF TAFELKOP (BAPEDING) BULK PIPELINE AND ASSOCIATED FITTINGS.



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District Municipality

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21. MUNICIPAL RATES AND TAXES

Rates and Taxes for both company and directors not in arrears for more than 3 months in accordance with regulation 38 or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates and taxes are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates and taxes payable.

Failure to submit the above will invalidate the tender

- a) Letter from the Landlord – should stipulate the office space leased and the payment status of the service charges.
- b) A letter from a TRIBAL AUTHORITY / COUNCIL – should be drawn in the name of the bidder and stipulate the location and the rates status of the ward.



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22. TAX CLEARANCE CERTIFICATE REQUIREMENTS

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. Bidder must attach a valid Tax Clearance Certificate issued by South Africa receive of revenue (SARS) for Tax Compliance Status or verification Pin issued by SARS, failure to submit the valid Tax Clearance Certificate or SARS verification Pin will invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate SARS Tax Compliance document.

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23. PROOF OF CSD REGISTRATION/ CSD SUMMARY REPORT

Bidders MUST attach a RECENT (not older than thirty days from tender closing date)



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PRICING DATA

PRICING INSTRUCTIONS

PRICING INSTRUCTIONS

The bill of quantity will be as one (1). Bidder must fill the bill of quantity as indicated below. The averaged figure must be written on the Tender amount on page 1 of 66 and form of offer at page 28 of 66.

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PRICING SCHEDULE

ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
1.1	EARTHWORKS (Pipe trenches)				
1.2	SITE CLEARANCE				
	(a) Clear vegetation and trees of girth up to 1 m	m ²			
	(b) Clear trees of girth over 1 m	No			
	(c) Remove topsoil (150 mm depth)	m ²			
1.3	EXCAVATION				
1.3.1	Excavation in all materials for trenches for 200 mm nominal diameter pipes and smaller. Rates include backfill, compact and disposal of surplus and unsuitable material.				
	(a) Up to 1,5 m deep	M			
	(b) Over 1,5 m up to 2,5 m deep (Provisional)	M			
1.3.2.	Extra-over item for 1.3.1				
	(a) Intermediate excavation (Prov.)	m ³			
	(b) Hard rock excavation (Prov.)	m ³			
1.3.3	Excavate and disposal of unsuitable material from trench bottom (Prov.)	m ³			
1.3.4	Import backfill material from designated borrow pits (Prov.)	m ³			
1.3.5	Opening up and closing down of designated borrow pit	Ha			
1.3.6	Compaction in road reserve	m ³			
1.3.7	Overhaul				
	(a) Limited overhaul (0,5 to 1,0 km) (Prov.)	m ³			
	(b) Long overhaul (Prov.)	m ³ /km			
1.3.8	Shore trench opposite structure or service	M			
1.3.9	Existing services that intersect or adjoin a pipe trench				

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	(a) Services that intersect a trench	No			
	(b) Services that adjoin a trench	M			
1.4	EARTHWORKS (pipe bedding)				
1.4.1	Supply only of bedding by importation				
1.4.2	From other necessary excavations (Prov.)				
	(a) Selected granular material	m ³			
	(b) Selected fill material	m ³			
1.4.3	From borrow pits (Prov.)				
	(a) Selected granular material	m ³			
	(b) Selected fill material	m ³			
1.4.4	From commercial sources (Prov.)				
	(a) Selected granular material	m ³			
	(b) Selected fill material	m ³			
1.4.5	Concrete bedding cradle class 20/19	m ³			
1.4.6	Encasing of pipes in concrete class 20/19	m ³			
1.4.7	Overhaul of material for bedding cradle and selected fill blanket (Prov.)	m ³ /km			
1.5	MEDIUM PRESSURE UPVC PIPELINES				
1.5.1	uPVC Pressure Pipes				
1.5.1.1	Supply, lay, bed and test the following uPVC pressure pipes (conforming with SABS 946 Part 1 specifications) in 6m lengths, each pipe fitted at one end with socket for Mechanical jointing, in the following diameters:				
	(a) 315 mm dia class 16	M		360	
1.5.1.2	Extra-over item 1.5.1.1 for the supply, laying and bedding of specials complete with couplings.	No			
	Note: Fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fitting for				

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	PVC class 16; or cast iron or epoxy-painted steel.				
1.7	PLANT AND EQUIPMENT				
1.7.1	Tipper trucks				
	(a) 6 m ³	km			
	(b) 10 m ³	km			
1.7.2	Flat bed trucks				
	(a) 5t	km			
	(b) 7t	km			
1.7.3	LDV				
	(a) 2 x 4WD	km			
	(b) 4 x 4WD	km			
1.8	DAYWORKS LABOUR				
	(a) Project Manager	h			
	(b) Project leader	h			
	(c) Qualified Artisan Plumber	h			
	(d) Bricklayer	h			
	(e) Plasterer	h			
	(f) Semi-skilled labourer	h			
	(g) Labourer	h			
	(i) Other	h			
	(i)	h			
	(ii)	h			

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Bill of Quantity

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	SCHEDULE A:				
1.1	EARTHWORKS (Pipe trenches)				
1.2	SITE CLEARANCE				
	(a) Clear vegetation and trees of girth up to 1 m	m ²	0.75		
	(b) Clear trees of girth over 1 m	No			
	(c) Remove topsoil (150 mm depth)	m ²	0		
1.3	EXCAVATION				
1.3.1	Excavation in all materials for trenches for 200 mm nominal diameter pipes and smaller. Rates include backfill, compact and disposal of surplus and unsuitable material.				
	(a) Up to 1,5 m deep	m	0.9		
	(b) Over 1,5 m up to 2,5 m deep (Provisional)	m	0.2		
1.3.2.	Extra-over item for 1.3.1				
	(a) Intermediate excavation (Prov.)	m ³			
	(b) Hard rock excavation (Prov.)	m ³	0.186		
1.3.3	Excavate and disposal of unsuitable material from trench bottom (Prov.)	m ³	2		
1.3.4	Import backfill material from designated borrow pits (Prov.)	m ³	3		
1.3.5	Opening up and closing down of designated borrow pit	Ha	0		
1.3.6	Compaction in road reserve	m ³	0		
1.3.7	Overhaul				
	(a) Limited overhaul (0,5 to 1,0 km) (Prov.)	m ³	0		
	(b) Long overhaul (Prov.)	m ³ /km	0		

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1.3.8	Shore trench opposite structure or service	m	0.5		
1.3.9	Existing services that intersect or adjoin a pipe trench	no	10		
SUB Total - Schedule A					R

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	SCHEDULE B				
1.5	MEDIUM PRESSURE UPVC PIPELINES				
1.5.1	uPVC Pressure Pipes				
1.5.1.1	Supply, lay, bed and test the following uPVC pressure pipes (conforming with SABS 946 Part 1 specifications) in 6m lengths, each pipe fitted at one end with socket for Mechanical jointing, in the following diameters:				
	(a) 315 mm dia class 16	M	300		
1.5.1.2	Extra-over item 1.5.1.1 for the supply, laying and bedding of specials complete with couplings.	No			
	Note: Fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing. Fitting for PVC class 16; or cast iron or epoxy-painted steel.				
SUB Total Schedule B					R

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ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	SCHEDULE C				
1.6.1	Concrete thrust block a concret mix strength of 30 mPa				
1.6.1.1	(f) Concrete volume 1,2 to 1,39 m ³	no	Prov sum		4,000.00
1.6.1.2	(g) Concrete volume 1,4 to 1,6 m ³	no	Prov sum		4,500.00
1.6.2	Concrete thrust block a concret mix strength of 25 mPa				
1.6.2.1	(a) Concrete volume < 0,4 m ³	No	Prov sum		2,000.00
1.6.2.2	(b) Concrete volume 0,4 to 0,59 m ³	No	Prov sum		2,500.00
1.6.2.3	(c) Concrete volume 0,6 to 0,79 m ³	No	Prov sum		2,500.00
1.6.2.4	(d) Concrete volume 0,8 to 0,99 m ³	No	Prov sum		2,500.00
1.6.2.5	(e) Concrete volume 1,0 to 1,19 m ³	No	Prov sum		2,500.00
1.6.2.6	(f) Concrete volume 1,2 to 1,39 m ³	No	Prov sum		3,000.00
1.6.2.7	(g) Concrete volume 1,4 to 1,6 m ³	No	Prov sum		3,500.00
1.6.3	Concrete thrust block a concret mix strength of 20 mPa				
1.6.3.1	(a) Concrete volume < 0,4 m ³	no	Prov sum		1,500.00
1.6.3.2	(b) Concrete volume 0,4 to 0,59 m ³	no	Prov sum		1,800.00
1.6.3.3	(c) Concrete volume 0,6 to 0,79 m ³	no	Prov sum		2,000.00
1.6.3.4	(d) Concrete volume 0,8 to 0,99 m ³	no	Prov sum		2,200.00
1.6.3.5	(e) Concrete volume 1,0 to 1,19 m ³	no	Prov sum		2,400.00
1.6.3.6	(f) Concrete volume 1,2 to 1,39 m ³	no	Prov sum		2,800.00
1.6.3.7	(g) Concrete volume 1,4 to 1,6 m ³	no	Prov sum		3,000.00
1.7	Pipeline marker for the concrete mix of 20 mPa	no	7		
SUB Total Schedule C					R

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SUMMARY TABLE

SCHEDULE A :	CLEARANCE AND EXCAVATION	R
SCHEDULE B :	MEDIUM PRESSURE UPVC PIPELINES	R
SCHEDULE C :	CONCRETE	R
SUB-TOTAL 1	(SCHEDULES A TO C)	R
CONTINGENCY ALLOWANCE:		
<u>ADD:</u>	10% of the Sub-Total 1 for CONTINGENCIES	
SUB-TOTAL 2	subtotal 1 plus contingency	R
<u>ADD:</u>		
SUB-TOTAL 3	15% of the above Sub-Total 2 for VALUE ADDED TAX	R
TOTAL TENDER AMOUNT	Sum Sub-Total 3 plus Sub-Total 2	R
TOTAL TO BE CARRIED FORWARD TO FORM OF OFFER		

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PART C3.4: GENERAL CONDITIONS OF CONTRACT

Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "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.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "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.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance with the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into consignee's 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.
 - 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industry.
 - 1.12. "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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13. "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.
 - 1.14. "GCC" means the General Conditions of Contract.
 - 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16. "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.
 - 1.17. "Local content" means that portion of the bidding price which is not included in the imported

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content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents. 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract.
- 1.22 "Services" means those functional services ancillaries 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.
- 1.25 "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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 2.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

2. Use of contract documents and information; inspection.

- 2.1 The supplier 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 supplier 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 supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.3 except for purposes of performing the contract.

5.4 Any document, other than the contract itself mentioned in GCC clause

5.5 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.6 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.22
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier'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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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 Department or an organization acting on behalf of the Department.
- 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 clauses 8.2 and 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 supplier.
- 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 analyzed 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 supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 25 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.2 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. Packing

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9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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 supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier'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 supplier 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 supplier for similar services.

14. Spare parts

12.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (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.

15. Warranty

15.1 The supplier 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 supplier 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 supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 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

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after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.²⁷

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier 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.

16.3 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, 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.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.²⁸

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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

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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.

22. Penalties

22.1 Subject to GCC Clause 25, 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 pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier 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 Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 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 supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (12) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (12) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2002, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies

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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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, 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.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.

27.2 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 supplier 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.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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 supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier 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 supplier to pay penalties and/or damages to the purchaser; and 31

29. Governing language

(b) aggregate liability of the supplier 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.

29.1 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.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier 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

31.2 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.

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32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. General Conditions of Contract (revised February 20

34. Prohibition of Restrictive practices

34.1. In terms of section

4 (1) (b) (iii) 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 collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice 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.