



**DEPARTMENT: TECHNICAL SERVICES**

**APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NUMBER: TS 005/2026**

**BID SUBMITTED BY:**

**NAME OF BIDDING ENTITY** : .....

**ADDRESS** : .....

**CONTACT NUMBER** : .....

**CONTACT PERSON** : .....

**TENDERED OFFER** : .....

**ISSUED BY:**

Dihlabeng Local Municipality  
9 Muller Street  
P.O. Box 551  
**BETHLEHEM**  
9700

**VALIDITY PERIOD: NINETY (90) DAYS.**

**CLOSING DATE : 24 JUNE 2026 AT 12H00**

(i)

**APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NUMBER: TS 005/2026**

SUMMARY FOR TENDER OPENING PURPOSES:

NAME OF TENDERER : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL ADDRESS : \_\_\_\_\_

CLOSING DATE : 24 June 2026

Signed by authorised representative of the TENDERER: \_\_\_\_\_

DATE: \_\_\_\_\_

\* Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and shall apply.

## IMPORTANT INFORMATION

### PLEASE READ CAREFULLY BEFORE COMPLETING THE DOCUMENT

1. Notice to all tenderers.
2. General Conditions of Contract.
3. Standards applied in this document.
4. Scope of Works.

## 1. NOTICE TO ALL TENDERERS

This is an original document:

1. It may not be re-typed or altered in any way.
2. It must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by crossing a line through and writing the correct information above the corrected item. Tenderer to sign next to the correction. The use of erasing fluid or strips is not allowed and may lead to disqualification.
3. It may not be taken apart.
4. It is not available in electronic format except PDF as published on official Municipal website eTender Portal.
5. Bidders are required to attach returnable documents to the relative pages (where requested) and encouraged to use file fasteners and binding tape or any other similar method to ensure there are no loose pages. **Any other form of presentation (loose pages or separate documents) will not be accepted.**

## 2. STANDARDS APPLICABLE TO THIS DOCUMENT

The following documents will form part of the contract and is available from the South African Bureau of Standards (SABS), as applicable:

1. PPPFA / PPR *Preferential Procurement Policy Framework Act And The Preferential Procurement Regulations, 2022*
2. GCC *The General Conditions of Contract*
3. SANS 10845-2 *Formatting and compilation of procurement documentation.*
4. SANS 10845-3 *Standard conditions of tender*
5. This Document, as presented.

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**PART T1**

**TENDERING PROCEDURES**

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## DIHLABENG LOCAL MUNICIPALITY



BID NO. TS005/2026

### APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.

Bid Name	Bid no.	CIDB Grading	Compulsory briefing session	Evaluation and Adjudication Criteria and Preference Points	Closing date	Enquiries
Appointment of three (3) service providers for the supply & delivery of water & wastewater treatment chemicals, reagents and labware for a period of three (3) years.	TS005/2026	N/A	02 June 2026  Dihlabeng Town Hall 25B Roux Street, Bethlehem  Time: 12:00  Validity Period 90 days	Bids will be evaluated on: • Stage 1: Pre-evaluation • Stage 2: Functionality • Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) • Stage 4: Risk Analysis	24 June 2026  at 12:00	MG Shongwe  Email: <a href="mailto:muziwandiles@dihlabeng.co.za">muziwandiles@dihlabeng.co.za</a> <a href="mailto:mshongwe@ymail.com">mshongwe@ymail.com</a>  058 023 0671

Bid documents will be available from 12:00 on 19 May 2026, upon payment of a non-refundable document fee of R1000,00 per document set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700. Please note that tender document can also be accessed/download for free on E-Tender Portal. Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed WITH THE CONTRACT NUMBER AND DESCRIPTION and placed in tender box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than 12:00 on or before the date stipulated above.

#### **Requirements:**

1. Certificate of authority for signatory; (where applicable).
2. Certified Copy of ID Document/Passport of Directors.
3. Proof of payment (municipal account/statement) of municipal services, which is not more than ninety (90) days in arrears. If the services are paid by the lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating a municipal account payer and the validity period of the contract) must be attached.
4. Proof of CSD Registration Report which is valid/compliant from the date of the availability of tender document.
5. Proof of NSF International certificate/SABS approved certificate of Analysis for all proposed flocculants must be submitted with the tender document
6. Attach material Safety Data Sheet for all tendered chemicals from accredited Service Provider or letter of intent accompanied by Material Safety Data Sheet (MSDS)
7. The document must be completely filled in Blank ink & corrections are counter signed.
8. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
9. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule. Sealed Bids should clearly indicate: APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.(TS 005/2026)

M NTHELI  
MUNICIPAL MANAGER

## T1.2 TENDER DATA

The Tender Data shall be read with the Standard Conditions of Tender in order to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

The Tender Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
	The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistencies. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: <b>Dihlabeng Local Municipality</b>
	<p>The tender documents issued by the Employer comprises of:</p> <p><b>THE TENDER</b></p> <p>Part T1        Tendering Procedures</p> <p>Part T1.1      Tender Notice and Invitation to Tender</p> <p>Part T1.2      Tender Data</p> <p>Part T1.3      Bid Evaluation Criteria</p> <p>Part T2        Returnable Documents</p> <p>Part T2.1      List of Returnable Documents</p> <p>Part T2.2      Returnable Schedules to be completed by the Contractor</p> <p>Part T2.3      Returnable Schedules II</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1        Agreement and Contract Data</b></p> <p>C1.1           Form of Offer and Acceptance</p> <p>C1.2           Contract Data</p> <p><b>Part C2        Pricing Data</b></p> <p>C2.1           Pricing Assumptions</p> <p>C2.2           Bill of Quantities and Information Sheets</p>

3.2	<p><b>Part C3        Scope of Works</b></p> <p>C3.1           Scope of Works</p> <p>C4                Site Information</p>
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3.4	None
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.6	<p><b>Bidders are encouraged to visit the Municipality's website and eTender Portal regularly prior to the closing date particularly in relation to this tender to ensure that all addenda / erratum that may be issued are adhered to.</b></p> <p><b>Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive.</b></p>
4.7	There will be <b>no</b> compulsory clarification meeting for this tender and tenderers are encouraged to provide their contact details including the name of tenderer, contact number and email address to the contact details provided under <b>INVITATION TO BID – ADVERTISEMENT</b> for any addenda / erratum that may be communicated or issued by the <b>Client</b> . It is the responsibility of the Tenderer to ensure that the contact details are provided to the Employer.
4.8	Request for clarifications must be forwarded to the Employer at least 7 days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
4.12	<p>An alternative tender offer will only be considered if the main tender offer, strictly in accordance with all the requirements of the tender is also submitted.</p> <p>If the tenderer wishes to submit an alternative tender 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 obtained from the Employer.</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 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 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> <p>The modified Tender 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 works before it is implemented.</p>
4.13.1	<p>Parts of each tender offer communicated on paper shall be submitted as an <u>original</u>, no copies are required.</p> <p>The signed print-out shall be taken as the valid submission.</p>

4.13	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
4.15	Location of tender box: Dihlabeng Local Municipality Physical address: 9 Muller Street East, BETHLEHEM 9700 Identification details: <b>APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY &amp; DELIVERY OF WATER &amp; WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.</b> <b>TENDER NUMBER: TS 005/2026</b> Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's responsibility to ensure that the delivery of the tender offer is deposited in the correct tender box located at the Employer's offices.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.13.5	Place and seal the printed and completed tender document in an envelope clearly marked "TENDER" and bearing the Employer's name, the contract number and description, the tenderer's postal address and contact telephone numbers.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his/her tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	If applicable, the tenderer is required to submit with his/her tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 3 days before tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.

5.4	All bid responses must be submitted before the Bid Closing date and time as stipulated on the tender invitation.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to National Treasury
5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern. Check responsive tender offers for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>ii) the summation of the prices.</li> </ul> </li> <li>d) imbalanced unit rates.</li> </ul> <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern, and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.</li> <li>c) Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> </ul> <p>Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.17	The number of paper copies of the signed contract to be provided by the employer is one (1).
5.19	All communications shall be in writing.

**APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY &  
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TENDER NUMBER: TS 005/2026**

**PART T 1.3 - BID EVALUATION CRITERIA**

The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 2022.

Acceptable bids will be evaluated in Four (4) stages, namely:

- a) Stage 1 – Pre-Evaluation
- b) Stage 2 – Functionality
- c) Stage 3 – Financial Offer and Preference
- d) Stage 4 – Risk Analysis

## STAGE 1: PRE-EVALUATION

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following will be disqualified immediately:

1. Certificate of Authority for Signatory.
2. Company registration document (CK).
3. Certified ID copies of Director(s) / Member(s) of the company
4. Proof of CSD Registration Report which is valid/compliant from the date of the availability of tender document.
5. Valid company SARS tax clearance certificate/ or tax number
6. Joint Venture Agreement and Power of Attorney, in case of Joint Venture.
7. The Bidder must provide the recent 3 years Financial Statement (2023, 2024 and 2025).
8. The Bidder must attend Compulsory Briefing Session and complete Attendance Register.
9. Proof of NSF International certificate/SABS approved certificate of Analysis for all proposed flocculants must be submitted with the tender document
10. Attach material Safety Data Sheet for all tendered chemicals from accredited Service Provider or letter of intent accompanied by Material Safety Data Sheet (MSDS)
11. The document must be completely filled in Blank ink & corrections are counter signed.
12. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
13. Bidder must submit project programme and projections for the implementation of the project.
14. Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule. Sealed Bids should clearly indicate: **APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.(TS 005/2026)**

## STAGE 2: FUNCTIONALITY

A functionality evaluation will be carried out, responsive bids will be admitted onto a roster, and thereafter work assignments will be allocated as and when required by the Municipality.

All information provided by the Tenderer for the Functionality Assessments, must pertain to the tenderer's own internal experiences etc., and not that of an external specialist or other contractor. The functionality evaluation will relate to the tenderer's ability to provide a quality service to the Municipality, therefore the tenderers experience will be evaluated.

### Functionality

The functionality points will only be used to pre-qualify the bids before scoring for preferences and price points. **Please note that bids that score less than 45 points (75%) allocated for functionality will not go to the next stage.** The maximum obtainable is 60 points (100%); however, a Bid will be disqualified should it fail to meet the minimum points for functionality. The table below has reference, and the points will be allocated as follow.

Criteria	Max Points
<b>1. Experience:</b> Attach appointment letters/orders from where the service provider is currently rendering similar services and completion certificate or reference letter.	<b>(15)</b>
No appointment letters attached	0
One or two similar projects (at least supplying water treatment chemicals to the value of 10 tons or more of polymeric polymers per delivery) completed successfully.	5
Three or four similar projects (at least supplying water treatment to the value of 10 tons or more polymeric polymers per delivery) completed successfully.	10
Five and above similar projects (at least supplying water treatment to the value 10 tons or more of polymeric polymers per delivery) completed successfully.	15
<b>2. Technical Skill:</b> The tenderer has the ability to do plant optimization and demonstrate to Dihlabeng Local Municipality on different plants. Attach CV's with qualifications of qualified and experienced personnel in the Water and Sanitation field.	<b>(15)</b>
No CV's With Qualification	0
CV's with Qualification at least NDip Chemical engineering or equivalent qualification less than 3 years' experience.	5
CV's with Qualification at least NDip Chemical engineering or equivalent qualification less than 8 years' experience.	10
CV's with Qualification at least NDip Chemical engineering or equivalent qualification more than 10 years' experience.	15

<b>3. Hazchem certification of drivers:</b>		<b>(5)</b>
All drivers responsible for chemical delivery must be Hazchem certified. Proof of certification is to be provided		
Not attached		0
a valid copy attached		5
<b>4. <u>Quality Management System:</u></b>		<b>(5)</b>
Provision of quality management system and ISO Certification or QMS plan.		
Not attached		0
A valid copy attached		5
<b>5. Compliance with Quality Standards (NSF Prioritized) with MSDS</b>		<b>(20)</b>
Valid NSF/ANSI61 Compliance		20
A Valid SANS/SABS compliance		10
No proof Attached		0
Maximum Points		60

**DOCUMENTS AND ONE OF THE COMPLETED PROJECTS OF THE CONTRACTOR.**

**FUNCTIONALITY SHEET 1  
CONTRACTORS EXPERIENCE**

The tenderer shall indicate on the schedule below all relevant projects that have been completed by their firm with completion dates in the past ten years. An appointment letter and completion certificate for each project listed on the table below must be appended to this schedule. Contact details for references must be included.

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Name of employer	Employer	
			Started	Completed		Name and Surname	Contact Person Tel. No
1.							
2.							
3.							
4.							
5.							

Signed on behalf of Tenderer: .....

### STAGE 3: FINANCIAL OFFER AND PREFERENCE EVALUATION

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette No. 40553 dated 20 January 2022).

#### POINTS AWARDED FOR PRICE

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

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:

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

- a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

A	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 tenderer)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		
<b>Total</b>		<b>20</b>		

#### **STAGE 4: RISK ANALYSIS**

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
  - a. Abused the institution's supply chain management system;
  - b. Committed fraud or any other improper conduct in relation to such system;
  - c. Failed to perform on any previous contract.

2. 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 *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- a. Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
- b. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

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**PART T2:           RETURNABLE DOCUMENTS**

## PART T2: RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer nonresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract.** In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

The Tenderer must complete the following returnable Schedules:

### Returnable Schedules required for Tender evaluation purposes

COMPULSORY TENDER DOCUMENTS	
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM C	PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
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FORM P	SCHEDULE OF CURRENT COMMITMENTS
FORM Q	LETTER OF INTENT FOR PERFORMANCE GUARANTEE
FORM R	THE CONTRACT

Supply and delivery of the water treatment chemicals, testing equipment and lab ware which are SANS or NSF approved. The objective of this tender is to appoint suitably experienced and qualified suppliers for the supply and delivery of the above mentioned items on a consignment stock basis to Dihlabeng Local Municipality Water Treatment works as detailed in this tender document.

The following is covered in the scope of work:

1. Ensuring that Dihlabeng Local Municipality (DLM) receives uninterrupted supply of water purification chemicals, testing equipment and lab ware to various sites as detailed in the tender document. The successful Tenderers/Bidders will sign agreement contracts stating all the conditions of the tender.
2. Supply, delivery, offloading, stock control and assurance of performance of water purification chemicals, testing equipment and lab ware to various water treatment plants in Dihlabeng Local Municipality.
3. The supplied water purification chemicals shall be able to produce drinking water which complies with SANS 241:2025 Drinking Water Quality standards.

4. The tenderer must have Quality Standard Systems and all products must have "Drinking water Approval" by accredited body e.g. NSF Accreditation or SABS accreditation certificate Quality Standard System with a maximum allowable dosing rate.
5. The Tenderer shall provide a letter of support if the Tenderer is not the manufacture. If the Tenderer fails to submit a letter of support, the attachments will be considered invalid and such bid will be disqualified.
6. The Tenderer shall comply with lead times and delivery times to be specified in the tender document.
7. The Tenderer shall be duty bound to supply a certificate of analysis for each batch of delivery.
8. The Tenderer must use transport that complies with safety requirements for transportation of hazardous chemicals.
9. The Driver of the hazardous chemical transport must be a certified Hazardous Chemical deliver.

**FORM A: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non- responsive.

This is to certify that I, .....  
representative ..... of ..... (tenderer)

.....  
of ..... (address)

.....  
.....  
.....  
telephone number .....  
fax number .....  
e-mail .....  
attended the clarification meeting on (date) .....

**NB:** There will be no compulsory clarification meeting for this tender and tenderers are encouraged to provide their contact details including the name of tenderer, contact number and email address to the contact details provided under **INVITATION TO BID – ADVERTISEMENT** for any addenda / erratum that may be communicated or issued by the **Client**.

Signature of Representative: \_\_\_\_\_

Signature of Project Manager: \_\_\_\_\_

**FORM B: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

**FORM C: PROPOSED AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

**(a) AMENDMENTS**

Page, Clause or Item No	Proposed Amendment

- Note: (1) Amendments to the General and Special Conditions of Contract are not acceptable.  
 (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

This is not an invitation for alternatives but should the Tenderer desire to make any departures for the provisions of this contract he shall set out his proposals clearly hereunder.

**(b) ALTERNATIVES**

Proposed Alternative	Description of Alternative

- Note: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.  
 (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc. and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.  
 (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

Signed: ..... Date: .....  
 Name: ..... Position: .....

**FORM D: 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:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any

method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 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.)*

A	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)
Within the boundaries of Free State		4		
Within the boundaries of Dihlabeng municipality		6		
Historically Disadvantaged Individual		10		
Total		20		

**FORM E: COMPULSORY DECLARATION**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

3.2. Company registration number: .....

3.3. 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]

3.4. 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.

WITNESSES .....	SIGNATURE(S) OF BIDDERS(S)
1. ....	DATE: .....
	ADDRESS .....
2. ....	.....

## FORM F: 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: 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 4: Particulars of companies and close corporations**

Company registration number

.....

Close corporation number

.....

Tax reference number

.....

**Section 5: Record in the 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	A employee of any provincial department, national or provincial public entry or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)
		A member of any provincial legislation	A member of an accounting authority of any national or provincial public entity
		A member of the National Assembly or the National Council of Province	A employee of Parliament or a provincial legislature
		A member of the board of directors of any municipal entity	An official of any municipality or municipal entity

If any of the above boxes are marked, disclose the following:

	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	
			Current	Within last 12 months

**Section 6: Records of spouses, children and parents in the service of the state**

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation

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

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	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 an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.	An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity	A official of any municipality or municipal entity

\* insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that 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 2004
- iii) 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 frauds or corruption;
- iv) 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; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Enterprise: \_\_\_\_\_

## **FORM G: MBD 2: TAX CLEARANCE CERTIFICATE**

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Form TCC001 is available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. **Valid Tax Clearance reference number and tax compliance status pin must be submitted together with the bid. Failure to submit Tax Clearance reference number and tax compliance status pin will result in the invalidation of the bid.**
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
  - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
  - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

**FORM H: MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>□</sup>.
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: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state<sup>□</sup> **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

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

3.7.1 If so, furnish particulars.

.....  
.....

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

- (a) a member of – any municipal council;
  - (i) any provincial legislature; or
  - (ii) the national Assembly or the national Council of provinces;
  - (iii) any municipal council;
  - (iv) any provincial legislature; or
  - (v) the national Assembly or the national Council of provinces;

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

3.8 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**

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**FORM I: DECLARATION 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?	<b>*YES / NO</b>
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	<b>*YES / NO</b>
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars: ..... .....	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	<b>*YES / NO</b>
3.1	If yes, provide particulars: ..... .....	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	<b>*YES / NO</b>
4.1	If yes, provide particulars: ..... .....	

\* Delete which is not applicable

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)**

.....

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

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

<b>FORM J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
---

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

Item	Question	Yes	No
4.1	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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**FORM K: MBD 9 CERTIFICATE OF INDEPENDENT TENDER**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**FORM L: DECLARATION OF TENDERER'S LITIGATION HISTORY**

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

YES	NO
-----	----

**If yes, furnish your details in table below.**

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM M: AUTHORITY OF SIGNATORY**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

Held at \_\_\_\_\_ (*place*)

On \_\_\_\_\_ (*date*)

**RESOLVED that:**

The Enterprise submits a Bid / Tender to Dhlabeng Local Municipality in respect of the following project:  
**APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NUMBER: TS 005/2026**

\*Mr/Mrs/Ms: \_\_\_\_\_

1. in \*his/her Capacity as : \_\_\_\_\_ (*Position in the Enterprise*)
2. and who will sign as follows : \_\_\_\_\_
3. be, and is hereby, authorized to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

\*Delete which is not applicable

**NB** : This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should **the** number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**SCHEDULE 2**

**RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

\_\_\_\_\_  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED** that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_

\_\_\_\_\_  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

2. to Dihlabeng Local Municipality in respect of the following project:

**APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

**TENDER NUMBER: TS 005/2026**

3. \*Mr/Mrs/Ms:

\_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the

Enterprise) and who will sign as follows:

\_\_\_\_\_

be, and is hereby, authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

4. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
5. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_ (code)

Fax number : \_\_\_\_\_ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB :** This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**SCHEDULE 3:**

**SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Dihlabeng Local Municipality in respect of the following project: **APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.(TS 005/2026).**

**TENDER NUMBER: TS 005/2026**

A. Mr/Mrs/Ms: \_\_\_\_\_ in  
\*his/her Capacity as: \_\_\_\_\_ *(Position in the  
Enterprise)* and who will sign as follows: \_\_\_\_\_

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

- B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:
- C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.
- D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.
- E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.
- F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number : \_\_\_\_\_

Fax number : \_\_\_\_\_

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

\* Delete which is not applicable

**NB:** This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## FORM O: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in Dihlabeng Local Municipality terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).

***Affix certified Proof of Good Standing with Compensation Commissioner to this page***

**FORM P: SCHEDULE OF CURRENT COMMITMENTS**

Notes to tenderer:

- (a) The tenderer shall list below all contracts currently under construction or awarded and about to commence and tenders for which offers have been submitted but awards not yet made.
- (b) In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.
- (c) The lists must be restricted to not more than 5 contracts and 5 tenders. If a tenderer's actual commitments or potential commitments are greater than 5 each, those listed should be in descending order of expected final contract value or sum tendered.

Contracts		Awarded		
Employer	Project	Expected Value of contract (Inclusive of VAT)	Durations (Months)	Expected Completion Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Capacity under which Tender is Signed

\_\_\_\_\_  
Name of Tenderer

**FORM Q: LETTER OF INTENT FOR PERFORMANCE GUARANTEE**

**FORM R: THE CONTRACT**

PART C1      AGREEMENT AND CONTRACT DATA

PART C2      PRICING DATA

PART C3      SCOPE OF WORKS

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**PART C1 AGREEMENT AND CONTRACT DATA**

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**C1.1**

**FORM OF OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project: **APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

**CONTRACT NUMBER: TS 005/2026**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 THE FOLLOWING:**

.....

..... (Amount in words);

R ..... (Amount 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 provider / consultant in the conditions of contract identified in the contract data.

**Signature Block: Tenderer**

Signature .....

Date .....

Name .....

Capacity .....

Name of Organization .....

Address of Organization .....

.....

.....

Signature of Witness .....

Date .....

Name of witness .....

## **C1.2**

## **FORM OF 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 service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers 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.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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 deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

**Signature Block: Employer**

Signature .....

Date .....

Name.....

Capacity.....

**for the Employer**

Dihlabeng Local Municipality  
P.O. Box 551  
Bethlehem  
9700

Signature of Witness .....Date .....

Name of Witness.....

**C1.3**

**SCHEDULE OF DEVIATIONS**

1. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

2. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

3. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

4. Subject: \_\_\_\_\_

Details: \_\_\_\_\_

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**For the Tenderer:**

Signature(s) . . . . .

Name(s) . . . . .

Capacity . . . . .

Name and .....  
address of organization .....

Date .....

Name and signature of witness ..... Date .....

**For the Client:**

Signature(s) .....

Name(s) .....

Capacity .....

Date .....

**GENERAL CONDITIONS OF CONTRACT****1. DEFINITIONS**

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**Contract**

The Contract signed by the Parties and of which these General Conditions of Contract form part.

**Contract Data**

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

**Contract Price**

The price to be paid for the performance of the services in accordance with the Pricing Data.

**Day**

A calendar day.

**Defect**

A part of the Services, as performed, which does not comply with the requirements of the Contract.

**Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

**Employer**

The contracting party named in the Contract who employs the Service Provider.

**Force Majeure**

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

**Others**

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

**Period of Performance**

The period within which the Services are to be performed and completed.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all Personnel and Key Persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

**Project**

The project named in the Contract Data for which the Services are to be provided.

**Scope of Work**

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

**Service Provider**

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

**Services**

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**Subcontractor**

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

**2. INTERPRETATION**

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders;
  - b) a natural person includes a juristic person and vice versa; and
  - c) the singular includes the plural and vice versa.

- 2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

### **3. GENERAL**

#### **3.1 Governing Law**

Law governing the Contract shall be the law of the Republic of South Africa.

#### **3.2 Change in Legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

#### **3.3 Language**

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

#### **3.4 Notices**

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

#### **3.5 Location**

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

#### **3.6 Publicity and Publication**

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

#### **3.7 Confidentiality**

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

### 3.8 **Variations**

The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.1 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.2 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

### 3.9 **Sole Agreement**

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### 3.10 **Indemnification**

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade-marks and other forms of intellectual property such as copyrights.

### 3.11 **Penalty**

If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, of the which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.1 If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

### 3.12 **Equipment and materials furnished by the Employer**

3.12.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.12.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

### 3.13 **Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

### 3.14 Programme

3.14.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

3.14.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.14.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

## 4. EMPLOYER'S OBLIGATIONS

### 4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

### 4.2 Decisions

4.2.1 The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

### 4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

### 4.4 Services of Others

The Employer shall, at his own cost, engage such others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

#### 4.5 **Notification of material change or defect**

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

#### 4.6 **Issue of instructions**

Where the Service Provider is required to administer the work or services of others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

#### 4.7 **Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

### **5. SERVICE PROVIDER'S OBLIGATIONS**

#### 5.1 **General**

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

#### 5.2 **Exercise of authority**

5.2.1 The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

#### 5.3 **Designated representative**

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

#### 5.4 **Insurances to be taken out by the Service Provider**

The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.1 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

#### 5.5 **Service Provider's actions requiring Employer's prior approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

#### 5.6 **Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

#### 5.7 **Notice of change by Service Provider**

On becoming aware of any matter which will **materially** change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

### 6. **CONFLICTS OF INTEREST**

#### 6.1 **Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

#### 6.2 **Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

#### 6.3 **Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

### 7. **SERVICE PROVIDER'S PERSONNEL**

#### 7.1 **General**

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

- 7.1.3 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.
- 7.2 Provision of Personnel in terms of a Personnel Schedule**
- 7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:
- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
  - c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

## **8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION**

### **8.1 Commencement of Services**

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

### **8.2 Completion**

- 8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- a) additional Services ordered by the Employer;
  - b) failure of the Employer to fulfil his obligations under the Contract;

- c) any delay in the performance of the Services which is not due to the Service Provider's default; *Force Majeure*; or suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

### 8.3 **Force Majeure**

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

### 8.4 **Termination**

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or

- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

## 8.5 **Suspension**

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimize further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

## 8.6 **Rights and liabilities of the Parties**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

## 9. **OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

## 10. **SUCCESSION AND ASSIGNMENT**

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement, by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
  - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of this obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

## **11. SUBCONTRACTING**

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

## **12. RESOLUTION OF DISPUTES**

## 12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

## 12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

## 12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

## 12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

### **13. LIABILITY**

#### **13.1 Liability of the Service Provider**

13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

#### **13.2 Liability of the Employer**

13.2.1 The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate Legal right of action against the Employer.

#### **13.3 Compensation**

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

#### **13.4 Duration of Liability**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

#### **13.5 Limit of Compensation**

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

- 13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.
- 13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

**13.6 Indemnity by the Employer**

- 13.6.1 Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

**13.7 Exceptions**

- 13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.
- 13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
  - b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

**14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

- 14.1 The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:
- 14.1.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.1.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.2 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.3 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges

and expenses by attending during normal working hours at the office where the records are maintained.

## **15 AMOUNTS DUE TO THE EMPLOYER**

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

## **16. Standards and Quality**

All goods supplied shall:

16.1 Conform to the specifications provided in the tender.

16.2 Be new, unused, and of recent manufacture.

16.3 Be safe and fit for their intended purpose.

16.4 Include Certificates of Analysis (COA) or Safety Data Sheets (SDS) where applicable.

## **17. Packaging and Labelling**

Goods must be:

17.1 Properly packed and secured to prevent damage during transport.

17.2 Clearly labelled with the product name, batch number, expiry date, and handling instructions.

## **18. Delivery Conditions**

18.1 Delivery shall be made to the locations and in the quantities as per the Purchaser's schedule.

18.2 The Supplier must deliver within 7 working days of receiving a purchase order, unless otherwise agreed.

18.3 Delays must be communicated in writing, and penalties may apply for unjustified delays.

## **19. Inspection and Testing**

- The Municipality reserves the right to inspect and test the goods upon delivery.
- Any goods found to be defective or non-compliant shall be rejected and replaced at the Supplier's expense.

**C.1.3 CONTRACT SPECIFIC DATA PROVIDED BY THE CLIENT**

The following contract specific data are applicable to this Contract:

REF. CLAUSE No	DATA BY CONTRACTOR				
1.1.1.9	<b>Name of Contractor:</b>				
1.2.1.2	<b>Address of Contractor:</b>				
	<u>Physical:</u> ..... <u>Postal:</u> .....				
	.....				
	.....				
	<u>e-mail:</u> .....				
	<u>Telephone No:</u> ..... <u>Fax No:</u> .....				
6.2.1	<p><b>The security to be provided by the Contractor shall be one of the following:</b></p> <p><i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i></p>				
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Type of Security</th> <th style="text-align: left;">Contractor's choice <i>Indicate "Yes" or No"</i></th> </tr> </thead> <tbody> <tr> <td>Performance guarantee of 10% of the Contract Sum</td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's choice <i>Indicate "Yes" or No"</i>	Performance guarantee of 10% of the Contract Sum	
Type of Security	Contractor's choice <i>Indicate "Yes" or No"</i>				
Performance guarantee of 10% of the Contract Sum					

SIGNATURE: ..... DATE: .....  
*(of person authorised to sign on behalf*

# DIHLABENG LOCAL MUNICIPALITY

## C1.3 FORM OF PERFORMANCE GUARANTEE

### Pro Forma

#### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

#### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: .....

"Physical address: .....

"Employer" means: The Dihlabeng Local Municipality.

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: Contract No. **TS 005/2026: APPOINTMENT OF THREE (3) SERVICE PROVIDERS FOR THE SUPPLY & DELIVERY OF WATER & WASTEWATER TREATMENT CHEMICALS, REAGENTS AND LABWARE FOR A PERIOD OF THREE (3) YEARS.**

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

"Expiry Date" means: The date of issue by the Employer's Agent of the Certificate of Completion of the Works.

#### CONTRACT DETAILS

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

#### PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/ final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

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

Capacity .....

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

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

# DIHLABENG LOCAL MUNICIPALITY

## C1.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

### TO BE COMPLETED ON AWARD OF WORK ASSIGNMENT

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

.....,  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.**

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
Dihlabeng Local Municipality

## **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations, 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.
14. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

## **PART C.2: PRICING DATA**

### **C.2.1 PRICING DATA & INSTRUCTIONS**

1. The General Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Quantities.
2. The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the supply of all items.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Municipality is obliged to base its assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the schedule.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The schedule has been drawn up generally in accordance with the latest specifications from manufacturers.
4. The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
5. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

6. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The works as finally completed in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

7. For the purposes of this Schedule of Quantities, the following words shall have the meanings

hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

8. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

ml	=	millilitres
mm	=	millimetre
m	=	Metre
L	=	Litres
kg	=	Kilogram
t	=	ton (1 000 kg)
%	=	per cent

9. The Tenderer shall enter a rate or lump sum for each item in BLACK INK

10. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.

11. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.

12. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

13. Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

14. The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- a. an alternative item or material is contemplated;
- b. variations of specified components in the make-up of a pay item may be expected; and
- c. no work under the item is foreseen at tender stage by the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

15. A rate/amount is to be entered against all items in the schedule/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

16. Wherever reference has been made to product names, it also includes all similar Dihlabeng Local Municipality approved product names. Should alternative products be included, all relevant information to be supplied for approval by the Dihlabeng Local Municipality.

## C.2.2 PRICING SCHEDULE:

### C2.3: MBD 3.3: SCHEDULE OF QUANTITIES

The following Schedule will be the basis of the tender

Tenderer is not permitted to change the basis upon which they have been asked to tender. Any variation from the Pricing Instructions will invalidate this tender.

#### 1. Flocculent for high turbidity

Water Treatment Works	Design Capacity	Flocculent ID	Unit	Price per ton
Saulspoort WTW	40 000 kl/day		1	
Fouriesburg WTW	5810 kl/day		1	
Clarens WTW	4 000 kl/day		1	
			<b>Sub Total</b>	

#### 2. Flocculent for low turbidity

Water Treatment Works	Flocculent ID	Unit	Price per ton
Saulspoort WTW		1	
Fouriesburg WTW		1	
Clarens WTW		1	
		<b>Sub Total</b>	

#### 3. PDACMAC Polymer

Product description	Flocculent ID	Unit	Price per ton
Appearance : Clear Viscous liquid Odour : Slight Viscosity (cps) : 6 – 10 cps (2% solution) SG : 1.0 – 1.10 Ph : 2.5 – 3.5		1	
		<b>Sub Total</b>	

#### 4. Poly Amine

Product description	Flocculent ID	Unit	Price per ton
<b>High molecular weight liquid polyelectrolyte</b> <b>Appearance : Clear Solution</b> <b>Colour : Yellow to Amber</b> <b>SG (@ 250C) : 1.03 – 1.10</b> <b>Ph (as is at 250C) : 5 – 7</b> <b>Viscosity (cps @ 250C): 550 – 750</b>		1	
<b>Sub Total</b>			

#### 5. Lime (Calcium Hydroxide)/ White hydrated lime

Product description	Brand Name	Unit	Price per ton
<b>Lime (Calcium Hydroxide)/ White hydrated lime</b> <b>Lime to be supplied comply with the following Specifications:</b> <ul style="list-style-type: none"> <li>• pH-12.60</li> <li>• form: powder</li> <li>• Density@20°C: 2.24g/cm<sup>3</sup></li> <li>• Solubility in water@20°C: 1.7g/l</li> <li>• Packed in 25kg bags               <ul style="list-style-type: none"> <li>• Pale Brown powder</li> <li>• Density @ 200C3.34 g/cm<sup>3</sup></li> </ul> </li> </ul>		1	
<b>Sub Total</b>			

## 6. Sodium Hypochlorite

Product description	Brand Name	Unit	Price per ton
<b>Sodium Hypochlorite</b> <ul style="list-style-type: none"> <li>• appearance =clear liquid</li> <li>• Colour =yellow</li> <li>• Specific Gravity @ 20°C</li> </ul>		1	
<b>Sub Total</b>			

## 7. Lime (Calcium Hydroxide)/ Brow

Product description	Brand Name	Unit	Price per ton
<b>Lime (Calcium Hydroxide)/ Brown</b> Lime to be supplied should comply with the following specifications: <ul style="list-style-type: none"> <li>• %Ca-20.92</li> <li>• %CaO-0.0</li> <li>• %CaCO<sub>3</sub>-52.30</li> <li>• %Mg-1.92</li> <li>• %MgCO<sub>3</sub>=6.70</li> <li>• %CCE-6.70(calcium carbonate equivalence)</li> <li>• pH-12.60</li> <li>• form: powder</li> <li>• Density@20°C: 2.24g/cm<sup>3</sup></li> <li>• Solubility in water@20°C: 1.7g/l</li> <li>• Packed in 25kg bags</li> </ul>		1	
<b>Sub Total</b>			

8. Chlorine Gas

Product description	Brand Name	Unit	Price per Cylinder
<b>Chlorine Cylinder gas to be supplied should comply with the following specifications:</b> <ul style="list-style-type: none"> <li>• Chlorine(% v/v as CL2) – 99.5% min</li> <li>• Boiling point at 101.3 kPa - -34.5 OC</li> <li>• Solubility in water %m/m-0.83</li> <li>• Density of liquid at 00c kg/m3 - 1468</li> <li>• Greenish-yellow gas*liquid with suffocating odour</li> <li>• Slightly soluble in water</li> <li>• Supplied in either 70kg cylinders or 925kg drum.</li> </ul>		1	
	70kg Cylinder		
	925 kg Cylinder		
<b>Sub Total</b>			

9. Floating Chlorinator (1,72kg)

Product description	Brand Name	Unit	Price per Unit
<ul style="list-style-type: none"> <li>• Packaging – Clear Plastic container, with three opening : Maximum, medium and low dosage</li> <li>• Weight- 1.72kg</li> <li>• Width 140mm</li> <li>• height 290mm</li> <li>• Minimum available chlorine of 65%</li> <li>• Active ingredients= Calcium hypochlorite</li> <li>• pH (10mg/L) @25°C: 11.5</li> <li>• Form: Solid</li> <li>• Colour: White</li> <li>• Odour: like chlorine</li> </ul>		1	

Sub Total:

**10. Calcium Hypochlorite (25kg)**

Product description	Brand Name		Price per (25kg)
<b>Calcium Hypochlorite (25kg)</b> <ul style="list-style-type: none"> <li>• Minimum available chlorine of 65%</li> <li>• Active ingredients = Calcium hypochlorite</li> <li>• pH (10mg/L) @25°C: 11.5</li> <li>• Form: Solid</li> <li>• Colour: White</li> <li>• Odour: like chlorine</li> </ul>		1	
<b>Sub Total</b>			

**11. Aluminum Sulphate (50kg):**

Product description	Brand Name	Unit	Price per Unit (50kg)
<b>Aluminum Sulphate (50kg):</b> <ul style="list-style-type: none"> <li>• Form : Solid</li> <li>• Colour: White</li> <li>• Odour: Odourless</li> <li>• Density at 20°C: 1.7g/cm<sup>3</sup></li> <li>• Bulk density @ 20°C: 920-1020kg/m<sup>3</sup></li> <li>• Solubility in water @20°C: 300g/l</li> </ul>		1	
<b>Sub Total</b>			

**12. Powder Activated Carbon (50kg):**

Product description	Brand Name	Unit	Price per Unit (50kg)
<ul style="list-style-type: none"> <li>• <b>Appearance: Black powder</b></li> <li>• <b>Odor: Odorless</b></li> <li>• <b>Solubility: soluble in water</b></li> <li>• <b>Specific gravity: 1.8-2.1</b></li> <li>• <b>pH: 5.0-10.0</b></li> <li>• <b>% Volatiles by volume@21°C: 0</b></li> <li>• <b>Boiling point: Sublimes</b></li> <li>• <b>Melting point: 3550°C</b></li> <li>• <b>Vapor Density(Air=1): 0.4</b></li> </ul>		1	
<b>Sub Total</b>			

Reagents		Brand Name	Unit	Price/unit
PhosVer 3 Phosphate Reagent 10ml PP (100/pk)	Method 8048 - Product code 2106069		1	
NitraVer 5 Nitrate Reagent 10ml PP (100/pk)	Method 8171 - Product code 2106169		1	
Ammonia Salicylate Reagent 10ml PP (100/pk)	Method 8155 - Product code 2653199		1	
NitriVer 2 Nitrite Reagent 10ml PP (100/pk)	Method 8153 – Product code 2107569		1	
SulfaVer 4 Sulphate Reagent 100/pk	Method 10248 - Product code 2106769		1	
Digestion Solution For COD High Range	Method 8000 – Product code 2125925		1	
Digestion Solution For COD Low Range	Method 8000 – Product code 2125825		1	
DPD Free Chlorine 1000/pk, Low Range 0.02 – 2.00mg/l Cl <sub>2</sub>	Method 8021 – Product code 2105569		1	
AluVer 3 Aluminum Reagent 10 ml PP (100/pk)	Method 8012 – Product code 2242000		1	
pH Standards (4, 7 and 10) 3 packs includes one each 500ml	Product code 2947600		1	
Conductivity Standards (147uS/cm , 1413uS/cm and 12.88mS/cm)	Product code 8506300		1	
Filter Papers 55mm diameter 1.0 um pore size (100/pk)	Product code 2551457		1	
		<b>Sub-Total</b>		

13. Lab ware

LAB WARE				
Equipment	Specifications	Brand Name	Unit	Price/unit
Anaerobic Jar	<b>Material:</b> Transparent polycarbonate plastic <b>Sizes:</b>			
	12 dishes of 100mm		1	
	36 dishes of 100mm		1	
	50mL		1	
	100mL		1	
	500mL		1	
	1000mL		1	
	2000mL		1	
	<b>Material:</b> Borosilicate glass <b>Description:</b> Graduated, spouted <b>Sizes:</b>			
	100ml		1	
	250ml		1	
	500ml		1	
	<b>Grade:</b> Economic <b>Material:</b> Glass <b>Description:</b> Graduated, with spout <b>Sizes:</b>			
	50ml		1	
	100ml		1	
	150ml		1	
	250ml		1	
	400ml		1	

	600ml		1	
	800ml		1	
	1000ml		1	
	<b>Sub Total</b>			

Equipment	Specifications	Brand Name	Unit	Price/unit
	<b>Material:</b> borosilicate glass <b>Description:</b> graduated, with spout <b>Sizes:</b>			
	5 ml		1	
	10 ml		1	
	25 ml		1	
	50 ml		1	
	100 ml		1	
	250 ml		1	
	600 ml		1	
	1000 ml		1	
	<b>Heavy duty</b> <b>Material:</b> borosilicate glass <b>Description:</b> graduated, with spout <b>Sizes:</b>			
	250ml		1	
	400ml		1	
	600ml		1	
	1000ml		1	
	<b>Lowform</b> <b>Material:</b> polypropylene <b>Description:</b> graduated, with spout <b>Sizes:</b>			
	25ml		1	

	100ml		1	
	500ml		1	
	1000ml		1	
	2000ml		1	
	3000ml		1	
	<b>Low form</b> <b>Material:</b> Plastic/TPX <b>Description:</b> clear, graduated, with spout <b>Sizes:</b>			
	25ml		1	
	50ml		1	
	100ml		1	
	500ml		1	
	1000ml		1	
	<b>Sub Total</b>			

Equipment	Specifications	Brand Name	Unit	Price/unit
	<b>Low form Material:</b> Teflon <b>Sizes:</b>			
	150ml		1	
	600ml		1	
	<b>Description:</b> graduated, with spout <b>Sizes:</b>			
	25 cm <sup>3</sup> /ml		1	
	50 cm <sup>3</sup> /ml,		1	
	1000 cm <sup>3</sup> /ml		1	
	600 cm <sup>3</sup> /ml		1	



Equipment	Specifications	Brand Name	Unit	Price/unit
	<b>bottle dropping type</b> <b>Description:</b> TK patterned, clear glass/ amber glass, with groove stopper, amber or clear. <b>Sizes:</b>			
	30 ml		1	
	50 ml		1	
	60 ml		1	
	125 ml		1	
Bottles	<b>bottle-media(reagent)</b> <b>Description:</b> glass screw cap, with pouring ring, for steam sterilization. <b>Sizes:</b>			
	50ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	1000ml		1	
	<b>Bottle-reservoir Description:</b> clear or amber <b>Material:</b> borosilicate glass <b>Sizes:</b>			
	500ml		1	
	1000ml		1	
	2000ml		1	

	<b>Bottle -SG</b> <b>Description:</b> specific gravity, density, adjusted, with or without thermometers <b>Sizes:</b>			
	10 ml		1	
	25 ml		1	
	50 ml		1	

Basin evaporators	<b>Material:</b> silica <b>Description:</b> round bottom, with spout <b>Sizes:</b>			
	113 ml		1	
	142 ml		1	
	230 ml		1	
		<b>Sub total</b>		

Equipment	Specifications	Brand Name	Unit	Price/unit
Evaporations Basins	<b>Material:</b> Glass <b>Description:</b> flat bottom with spout <b>Sizes:</b>			
	40ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	100ml		1	
Evaporations Basins	<b>Material:</b> glass <b>Description:</b> round bottom with spout <b>Sizes (diameter):</b>			
	130mm		1	
	200mm		1	
	<b>Material:</b> Porcelain <b>Description:</b> Spouted, flat bottom <b>Sizes(volume: diameter):</b>			
	100ml		1	
	160ml		1	
	450ml		1	
	600ml		1	
Brushes	Material: Bristle type, with wooden handle Sizes:138x63x400mm		1	
	Material: Hard bristle Galvanized iron wire stem Sizes:300x44x63mm		1	
	Material: Nylon with wire stem Sizes:			
	10-12mm		1	
	6-16mm		1	
Burettes,	Acrylic Material: Bristle type, with wooden handle Sizes:138x63x400mm Grade: A		1	
	Description: semi-automatic, with glass or PTFE stopcock Sizes:			

10ml		1	
25ml		1	
50ml		1	
<b>Sub total</b>			

Equipment	Specifications	Brand Name	Unit	Price/unit	
Burettes,	<b>digital</b> Description: Large LCD readout, adjustable Size: 10 ml – 999.9 ml		1		
	<b>-Glass</b> <b>Description:</b> amber graduations, stopcock glass or PTFE, Moulding screw thread for adjustment. <b>Sizes:</b>				
	<b>Capacity</b>		1		
	10 cm <sup>3</sup> (10 ml)		1		
	25 cm <sup>3</sup> (25 ml)		1		
	50 cm <sup>3</sup> (50 ml)		1		
	100 cm <sup>3</sup> (100 ml)		1		
	10 cm <sup>3</sup> (10 ml)		1		
	25 cm <sup>3</sup> (25 ml)		1		
	50 cm <sup>3</sup> (50 ml)		1		
	<b>Sub Total</b>				

Equipment	Specifications	Brand Name	Unit	Price/unit	
Cylinders, Graduated	<b>Grade A, Glass</b> Spouted <b>Sizes:</b>				
	25ml		1		
	50ml		1		
	100ml		1		
	250ml		1		
	500ml		1		
	<b>-Grade B, Glass, Graduated, spouted</b> <b>Sizes:</b>				
	5ml		1		
	25ml		1		
	100ml		1		
	250ml		1		
	500ml		1		
	1000ml		1		
	2000ml		1		
		<b>Sub total</b>			

Equipment	Specifications	Brand Name	Unit	Price/unit
	<b>Nessler, Glass</b> Graduated <b>Sizes:</b>			
	5ml		1	
	100ml		1	

Clamps	<b>Description:</b> High strength casting, with plastic jaws <b>Sizes:</b>			
	100ml		1	
	200ml		1	
	500ml		1	
	100ml		1	
Crucible	<b>Material:</b> Teflon <b>Size:</b> 75 ml		1	
Desiccator	<b>Glass</b> <b>Material:</b> Lid with knob, with discs <b>Sizes:</b>			
	150mm		1	
	200mm		1	
	250mm		1	
	300mm		1	
Dispenser	<b>Discription:</b> Digital adjustable-volume <b>Sizes:</b>			
	1.0 to 10ml		1	
	10ml to 50ml		1	
Deionizer	<b>-Description:</b> operates directly from tap, various flow rates, reverse osmosis included.  <b>-de ionized water apparatus</b> One way disposable resin cartridges, no regeneration		1	
Evaporation - Rotary	Speed range : 20 – 200RPM Vacuum:<1 TORR		1	
<b>Sub total</b>				

Equipment	Specifications	Brand Name	Unit	Price/unit	
Flask	<b>-Boiling</b> <b>Description:</b> Flat bottom, borosilicate Glass, Narrow neck and with ground socket <b>Size:</b>				
	50ml		1		
	100ml		1		
	250ml		1		
	500ml		1		
	1000ml		1		
Flask	<b>Erlenmeyer</b> <b>Description:</b> Wide neck, Graduated, borosilicate Glass, <b>Sizes:</b>				
	50ml		1		
	100ml		1		
	250ml		1		
	500ml		1		
	1000ml		1		
	<b>-Erlenmeyer</b> <b>Description:</b> Narrow Neck, Graduated, borosilicate Glass, <b>Sizes:</b>				
	50ml		1		
	100ml		1		
	250ml		1		
	500ml		1		
	1000ml		1		
	<b>Sub Total</b>				

Equipment	Specifications	Brand Name	Unit	Price/unit
Flask	<b>-Filter</b> <b>Description:</b> Buchner, Heavy wall, borosilicate Glass, <b>Sizes:</b>			
	50ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	1000ml		1	
Flask	<b>-Kjeldahl</b> <b>Description:</b> Long neck, borosilicate Glass <b>Sizes:</b>			
	50ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	1000ml		1	
Flask	<b>Volumetric</b> <b>Description:</b> One Mark, interchangeable PVC or Glass stopper <b>Grade:</b> Economic <b>Sizes:</b>			
	50ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	1000ml		1	
	<b>Volumetric</b> <b>Description:</b> One Mark, interchangeable PVC or Glass stopper <b>Grade:</b> A			
	50ml		1	
	100ml		1	
	250ml		1	
	500ml		1	
	1000ml		1	
		<b>Sub Total</b>		

Equipment	Specifications	Brand Name	Unit	Price/unit
Filters	Filter unit <b>Descriptions:</b> Tissue culture type, Graduation on both upper and bottom <b>Sizes:</b> 200mm receiver		1	
filters	Filter papers <b>Descriptions:</b> Tissue culture type, Graduation on both upper and bottom <b>Sizes:</b>			
	55mm		1	
	70mm		1	
	110mm		1	
Pipettes	<b>Mohr pipet</b> <b>Descriptions:</b> Class B pipets calibrated, graduated scale, polypropylene material. <b>Sizes:</b>			
	1.0ml		1	
	5ml		1	
	10ml		1	
	<b>Serological pipet</b> <b>Descriptions:</b> Graduated glass pipet. <b>Sizes:</b>			
	1ml		1	
	10ml		1	
	25ml		1	
	<b>Volumetric pipet</b> <b>Descriptions:</b> Graduated glass pipet. <b>Sizes:</b>			
	0.5ml		1	
	1.0ml		1	
	5.0ml		1	
	10ml		1	
	25ml		1	
<b>Sub Total</b>				

Pipette controllers	<b>Powerpette</b> <b>Discriptions:</b> pistol grip shape low battery warning,AC adaptor suitable for pipettes from 1.0 to 100ml.		1	
	<b>Pipet filler</b> <b>Descriptions:</b> able to fit all standard sized pipets, durable silicone with glass ball valves.		1	
Test tube rack	<b>Descriptions:</b> Stainless steel rack for holding vials or test tubes prior to reading.		1	
			Sub Total	

Equipment	Specifications	Brand Name	Unit	Price/unit
Equipment	Specifications	Brand Name	Unit	Price/unit
Syringes	<b>Descriptions:</b> plastic and polystyrene barrel and plunger surgical rubber piston without needle <b>Sizes:</b>			
	1ml		1	
	2ml		1	
	5ml		1	
	50ml		1	
	100ml		1	
	1000ml		1	
Sampler	<b>Descriptions:</b> A 1000ml graduated polypropylene pitcher mounted on an aluminum tube handle about 5 meters length, use to take samples of water, sewage and effluent from lakes.		1	
Sample transporter	<b>Descriptions:</b> Rubbermaid cooler, plastic coated rack with min 15 compartments.		1	
Stirrer Bar	<b>Descriptions:</b> Teflon magnetic centrifugal stirrer fits into standard 10mm.		1	
Test tubes	<b>Descriptions:</b> Polystyrene or polypropylene, round bottom and non-sterile <b>Sizes:</b>			
	10x50mm		1	
	10x75mm		1	
	12x75mm		1	
<b>Sub Total</b>				

**14. Chemical Storage Tank**

Product description	Brand Name	Unit	Price per ton
Vertical Polyester chemical storage tank, clear in colour, fitted with heavy duty high performance stirrer for High molecular weight liquid polyelectrolyte, complete electrical control panel, 10m electrical cable. The tank must come with fittings.		1	
500L		1	
1000L		1	
5000L		1	
10 000L		1	
		<b>Sub total</b>	

**15. Chemical Storage Tank**

Product description	Brand Name	Unit	Price per ton
Heavy duty Agitator for large tanks, maximum 5m diameter and 5m high. 5m long shaft including support arms and fittings. 20m electrical cable with complete electrical panel. For capacities between 20000 – 30 000 liters		1	
		<b>Sub total</b>	

<b>PLANT OPTIMISATION FEES</b>	<b>Design capacity</b>	<b>RATE/Hr</b>
<b>Bethlehem WTW</b>	<b>40 000 kl/day</b>	
<b>Clarens WTW</b>	<b>4 000 kl/day</b>	
<b>Fouriesburg WTW</b>	<b>5081 kl/day</b>	
		<b>Sub-Total</b>

<b>TRANSPORTATION FEES FOR FLOCCULENT</b>	<b>RATE/km</b>

<b>TRANSPORTATION FEES FOR CHLORINE GAS</b>	<b>RATE/km</b>

<b>TRANSPORTATION FEES FOR ALL OTHER ITEMS</b>	<b>RATE/km</b>

**NB: The Grand Total pricing is only for the tendering evaluation purpose**

<b>Total</b>	
<b>VAT @ 15%</b>	
<b>GRAND TOTAL</b>	

### **C3 SCOPE OF WORK**

#### **C3.1. SPECIFICATIONS**

Dihlabeng Local Municipality is intending to appoint three service providers to supply water treatment chemicals, testing equipment and Lab ware for a period of three years. The panel will cover a range of water treatment chemicals, testing equipment and Lab ware across all Dihlabeng Local Municipality Treatment Works.

#### **C3.2 Scope:**

Supply and delivery of the water treatment chemicals, testing equipment and lab ware which are NSF (more preferred) or SANS approved. The objective of this tender is to appoint suitably experienced and qualified suppliers for the supply and delivery of the above mentioned items on a consignment stock basis to Dihlabeng Local Municipality Water Treatment works as detailed in this tender document.

The following is covered in the scope of work:

1. Ensuring that Dihlabeng Local Municipality (DLM) receives uninterrupted supply of water purification chemicals, testing equipment and lab ware to various sites as detailed in the tender document. The successful Tenderers/Bidders will sign agreement contracts stating all the conditions of the tender.
2. Supply, delivery, offloading, stock control and assurance of performance of water purification chemicals, testing equipment and lab ware to various water treatment plants in Dihlabeng Local Municipality.
3. The supplied water purification chemicals shall be able to produce drinking water which complies with SANS 241:2025 Drinking Water Quality standards.
4. The tenderer must have Quality Standard Systems and all products must have "Drinking water Approval" by accredited body e.g. NSF Accreditation or SABS accreditation certificate Quality Standard System with a maximum allowable dosing rate.
5. The tenderer must ensure that he/she has skilled personnel available for plant optimizations, in case where the municipality is struggling with water/wastewater quality. The person/(s) must be competent in line with qualification mentioned on Stage 2: technical skills, this person/s must be available on 24/7 basis for the duration of the contract.
6. The Tenderer shall provide a letter of support if the Tenderer is not the manufacture. If the Tenderer fails to submit a letter of support, the attachments will be considered invalid and such bid will be disqualified.
7. The Tenderer shall comply with lead times and delivery times to be specified in the tender document.
8. The Tenderer shall be duty bound to supply a certificate of analysis (COA) for each batch of delivery.
9. The Tenderer must use transport that complies with safety requirements for transportation of hazardous chemicals.
10. The Driver of the hazardous chemical transport must be a certified Hazardous Chemical deliver.
11. The Tenderer must comply with the Occupational Health and Safety Act 85 of 1993, a SHE plan shall be provided with the tender document. Failure to submit such plan with the tender document will results in the Tenderer being disqualified.
12. The Tenderer shall provide training services to Dihlabeng Local Municipality personnel with specific regard to safe use, and handling of water purification chemicals at no cost to the municipality.
13. The Tenderer shall ensure that all holding tanks supplied must be compatible with the existing Dihlabeng Local Municipality equipment/systems. All receptacles and or vessels for containing chemicals supplied such as tankers, cylinders or drums, must be delivered in Leak proof/Undamaged containers.
14. The Tenderer shall submit an Emergency Response Plan for spills, accidents and any other emergencies during transportation or offloading of chemicals. Failure to submit such plan with the tender document will results to the Tenderer being disqualified.
15. The Tenderer shall provide Public Liability insurance cover to the value of R2 million or a letter of intent from an approved insurance provider.
16. The Tenderer shall provide Manufacturer Safety Data Sheet for each tendered chemical. MSDS provided should include the following information but not limited to: Hazardous ingredients, Hazardous identification, Physical and Chemical characteristics, Firefighting measures, Health and first aid,

exposure controls/personal protection, Accident release measures, Disposal considerations, transportation, Toxicology, Regulatory and other information. Failure to submit MSDS documents with the tender document will result to the Tenderer being disqualified.

17. The Tenderer shall make compulsory site visits by qualified technical staff, to each of the plants to carry out performance tests. i.e. jar test and plant optimisations.
18. The Tenderer shall provide the necessary qualification documents of technical staff that will be carrying out the tests and performance work at the plants.
19. The short listed Tenderers will be requested to submit flocculants samples during the live jar tests which will be conducted during the evaluation stage of the tender. The samples will be kept and used for future reference by the Municipality.
20. The appointed Tenderers must carry out plant jar tests and trials as per the provision in the tender document to determine the best chemical with respect to performance and cost effectiveness.
21. All tendered prices should be exclusive of the destination delivery cost.
22. The approved Tenderer shall under no circumstances interrupt the operations as a result of his/her activities in, or around the plant structure.
23. Appointment of the panel is not a guarantee that orders will be placed or that a minimum contract value will apply.
24. No goods shall be delivered or order processed without an authorization from Dihlabeng Local Municipality and any goods delivered without the approval is at the supplier's own risk.
25. Dihlabeng Local Municipality reserves the right to increase or decrease quantities based on business requirements.
26. The tenders must have adequate experience or proven track record supplying water treatment chemicals.
27. If the tenderer is a distributor or manufacturer, the municipality must be furnished with guarantee that tenderer has a local warehouse for repairs and calibrations of equipment.
28. The tenderer must submit qualifications of the technicians that will attend to any malfunction

### Plant trials:

29. Plant trials for flocculants will be performed by all appointed tenderers after the jar test evaluation process. Dihlabeng Local Municipality will only purchase volume of chemicals required to conduct the trial. It will be expected that the chemicals used during the trials must be able to produce water that meets the SANS 241:2025 Drinking water quality standards. If the tenderer/Bidder's chemicals fails to produce water that meets SANS 241:2025 Drinking water quality standards during trial run, Dihlabeng Local Municipality have the right to stop the Plant trial and the tenderer/bidder will only be allowed to supply other chemicals with the exception of the flocculants.
30. It will be expected from the Tenderer to determine the optimum dosing of their product at various Water Treatment Works during the plant trials period. The Tenderer will supply its own equipment for the plant trials. The water quality results during this period will be recorded by both parties and the Plant Supervisor/Water technician will sign them off as witness on the sheet provided.
31. All plant trials will be closely monitored by the water technical team and tenders will be expected to demonstrate their calculations related to preparations of sample and actual dosing to the plant.
32. A CV of a person (*mentioned in functionality stage 2 under technical skills*) performing the plant trials must be attached to the tender document. Kindly take note that this Person must be qualified to operate a Class B Water Treatment Works in terms of the Department of Water and Sanitation regulation 813 or 17 as a Class V Process Controller. (Rephrase to include the technical skill criteria).
33. The Plant Trials will be a maximum of one week (7 days) including Saturdays and Sundays per appointed Tenderers for all schemes identified. Tenderers may choose to run trials at more than one Plant simultaneously.

### Flocculants:

34. The Flocculants shall be suitable for treating raw water to meet SANS 241:2025 Drinking Water Quality Standards. The MSDS and or COA shall provide the following but not limited to: Nature of compound, product characteristics (pH min/max), density (min/max), total solids @ 150°C, shelf life @40°C etc

### Submission of flocculants samples:

35. Flocculants will be requested from all short listed tenderers.
36. Flocculants Samples must be clearly labeled with name of product, name of supplier and the expiry date and to be accompanied by MSDS and COA.
37. Samples must be submitted in duplicate (i.e. 2x500ml) in temper proof sealed bottles, one of the samples will be submitted for tests and evaluation to the accredited laboratory at the discretion of the Municipality. The other sample will be submitted and retained by Dihlabeng Local Municipality and used as a reference sample should any dispute arise regarding quality and product performance. Dihlabeng Local Municipality will not pay for the samples submitted.

## C4 Site Information

### C4.1 Scope of Site Information

#### Site Locations for Delivery of Water Treatment Chemicals

The appointed service provider will be required to deliver water treatment chemicals to the water treatment works operated by Dihlabeng Local Municipality within the Free State Province. The delivery points are located in Bethlehem, Clarens and Fouriesburg, which form part of the municipal water supply system serving various towns and communities within the municipal area.

The service provider must make provision for the transportation, offloading and safe handling of chemicals at each site in compliance with applicable occupational health and safety requirements, chemical handling standards, Material Safety Data Sheets and municipal site procedures.

#### 1. Saulspoort Water Treatment Works – Bethlehem

**Site Location: 28°13'00.77"S 28°21'35.17"E**

Saulspoort Water Treatment Works is situated outside Bethlehem and serves as the main bulk potable water treatment facility for Bethlehem, Bohlokong, Paul Roux and Rosendal.

**Demographic and Service Area Background:**

Bethlehem is the main economic and administrative centre of Dihlabeng Local Municipality. It has a significant residential, commercial, industrial and institutional water demand, including hospitals, schools, government offices, businesses and surrounding communities. Bohlokong Township forms a major part of the Bethlehem service area and contributes substantially to the overall potable water demand.

The Saulspoort Water Treatment Works is therefore regarded as a critical water supply facility within the municipality. Continuous and reliable supply of treatment chemicals is essential to ensure that treated water complies with the required drinking water quality standards.

#### 2. Clarens Water Treatment Works – Clarens

**Site Location: 28°31'31.15"S 28°25'47.47"E**

Clarens Water Treatment Works is located in Clarens and supplies potable water to Clarens town, Kgubetswana, Phahameng, Kanana, Kloof and surrounding areas.

**Demographic and Service Area Background:**

Clarens is a well-known tourism town within Dihlabeng Local Municipality, with a combination of permanent residents, tourism establishments, guest houses, restaurants, commercial properties and seasonal visitors. The demand for potable water can fluctuate due to tourism activity, weekends, holidays and seasonal movements.

The surrounding residential areas, including Kgubetswana, Phahameng and Kanana, rely on the Clarens water supply system for domestic water use. Reliable chemical delivery to Clarens Water Treatment Works is therefore important to maintain uninterrupted water treatment and compliance with potable water quality requirements.

#### 3. Fouriesburg Water Treatment Works – Fouriesburg

**Site Location: 28°36'57.42"S 28°12'47.90"E**

Fouriesburg Water Treatment Works is located in Fouriesburg and supplies potable water to Fouriesburg, Mashaeng and surrounding communities.

**Demographic and Service Area Background:**

Fouriesburg is a small town located near the Lesotho border and serves both urban and rural communities. The area includes residential households, public facilities, small businesses, agricultural-related activities and the Mashaeng community.

The Fouriesburg water supply system is important for local domestic consumption and basic service delivery. Due to the town's location and operational dependency on raw water sources, consistent availability of treatment chemicals is required to ensure proper treatment of raw water and safe potable water supply to the community.

### **General Delivery Requirements**

The appointed service provider shall be required to deliver chemicals to the above-mentioned water treatment works as and when required by the municipality. Deliveries must be made directly to the relevant treatment works unless otherwise instructed by the municipality.

The service provider must ensure that:

1. Chemicals are delivered in suitable and approved containers.
2. All deliveries are accompanied by delivery notes and relevant safety documentation.
3. Chemicals comply with the required specifications and applicable standards.
4. Offloading is done safely and under the supervision of authorised municipal personnel.
5. The supplier has adequate transport capacity to deliver to all three sites when required.
6. Emergency or urgent deliveries can be accommodated where operational circumstances require immediate supply.

### **Importance of the Delivery Sites**

The three water treatment works are strategically important to Dihlabeng Local Municipality's potable water supply system. The failure to deliver treatment chemicals timeously may result in operational interruptions, reduced treatment capacity, water quality risks and possible non-compliance with potable water standards.

The successful bidder will therefore be expected to understand the geographic spread of the municipality, the critical nature of the sites and the importance of maintaining continuous chemical supply to support uninterrupted water treatment operations.