



MKHONDO
LOCAL MUNICIPALITY

TENDER NO: MKHO17/2025/26

SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS

CLOSING DATE:	02 MARCH 2026	TIME	12H00
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NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE PIN	
CRS REGISTRATION NUMBER	
CONTACT PERSON	
CONTACT NUMBER	

BID PROCEDURE ENQUIRIES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DIRECTORATE: TECHNICAL SERVICES	
MC GUMEDE		WATER AND SANITATION	
SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT		T.H.A MAZIBUKO	
TEL. NUMBER	017 004 0197	TEL. NUMBER	017 004 0197
TENDER ISSUED BY			
MKHONDO LOCAL MUNICIPALITY			
MKHONDO LOCAL MUNICIPALITY		P O BOX 23, eMKHONDO, 2380	

MKHONDO LOCAL MUNICIPALITY
TENDER DETAILS

TENDER NUMBER	MKHO17/2025/26		
TENDER TITLE	SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS		
CLOSING DATE	02 MARCH 2026	CLOSING TIME	12H00
SITE MEETING	DATE	N/A	
TENDER DOCUMENT FEE	N/A	PREFERENCE POINT SYSTEM	80/20
BID BOX SITUATED AT	No. 33 Corner Market and De Wet Street, eMkhondo, 2380		
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 7h30 to 16h30.		
OFFER TO BE VALID FOR	90 DAYS FROM CLOSING DATE OF TENDER	LOCAL CONTENT	N/A

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect Tender box will not be considered. Bid Submissions whose names do not appear on the bid submission register will NOT be considered.
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will NOT be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. Bid documents may ONLY be completed in black permanent ink (no erasable ink / pen)
9. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state.
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity
 - iv. Whose Municipal rates are in arrears more than 90 days.
 - v. Whose names appears on National Treasury's Database or list of *Restricted Supplier* and Tender Defaulter Report.

TENDER NO.	MKHO17/2025/26				
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TABLE OF CONTENTS

CONTENTS

THE BID

PART T1: BIDDING PROCEDURES

- T1.1 Notice and Invitation to Bid
- T1.2 Tender Data

PART T2: RETURNABLE DOCUMENTS

- T2.1 Returnable Schedules required for Bid Evaluation Purposes
- T2.2 Other Documents required for Bid Evaluation Purposes

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data

PART C2: PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

PART C3: SCOPE OF WORKS / SPECIFICATIONS

- C3.1 Specifications

PART C3.4: General Conditions of Contract (GCC 2015)

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

BIDDER'S TENDER DOCUMENTATION DECLARATION

	QUESTIONS	BIDDER'S RESPONSE
1	Have you initialed all the pages of the tender document?	*YES / NO
2	Have you completed and signed the returnable schedules required for tender evaluation purposes?	
2.1	▪ Schedule 1 : Resolution of board of directors	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into a consortia or JV's	*YES / NO
2.3	▪ Schedule 3 : Schedule of proposed sub-contractors	*YES / NO
2.4	▪ Schedule 4 : Commitments of tenderer	*YES / NO
2.5	▪ Schedule 5 : Record of addenda to tender documents	*YES / NO
2.6	▪ Schedule 6 : Compulsory enterprise questionnaire	*YES / NO
2.7	▪ Schedule 7 : Certificate for water & lights	*YES / NO
2.8	▪ Schedule 8 : Tenderer's experience	*YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the evaluation schedules (as and when required)?	*YES / NO
4	Have you completed and signed the ALL the Municipal Bidding Declaration (MBDs) Document as per Instructions?	*YES / NO
5	To substantiate your B-BBEE rating claims. Have you submitted an original, valid, or certified copy of your company's B-BBEE certificate to qualify for preference points?	*YES / NO
6	Have you completed the Form of Offer in WORDS as well as in FIGURES ?	*YES / NO
7	Have you completed and signed Part 2 of contract data	*YES / NO
8	Have you completed and signed the bill of quantities	*YES / NO
9	Do you understand the scope of work that includes the standard specifications/project specifications and particular specifications?	*YES / NO
10	Have you attached all required documents relating to Joint Venture (If bidding as JV): <ul style="list-style-type: none"> • Signed Joint Venture Agreement • Combined Joint Venture BBBEE certificate • Full Central Supplier Database (CSD) Registration report of the JV 	*YES / NO

TENDER NO.	MKHO17/2025/26			
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BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.

Name of Bidder	
Position / Designation	
Signature	
Date	

TENDER NO.	MKHO17/2025/26				
BIDDER	WITNESS	EMPLOYER	WITNESS		

SCHEDULE OF DOCUMENTS

The tender document for this contract comprises of the following:

T. THE TENDER

T1: Tendering Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

T2: Returnable Documents

- T2.1 List of Returnable Documents
 - T2.1.1 Returnable Schedules Required for Tender Evaluation Purposes
 - Schedule 1 : Resolution of Board of Directors
 - Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
 - Schedule 3 : Schedule of proposed sub-contractors
 - Schedule 4 : Commitments of tenderer
 - Schedule 5 : Record of addenda to tender documents
 - Schedule 8 : Compulsory enterprise questionnaire
 - Schedule 9 : Certificate for water & lights
 - Schedule 10 : Evaluation Schedule: Tenderer's experience
 - T2.2.2 Compulsory Municipal Bid Documentation
 - MBD 1 : Invitation to Bid
 - MBD 2 : Tax Compliance Requirements
 - MBD 3.1 : Pricing Schedule
 - MBD 4 : Declaration of Interest
 - MBD 5 : Declaration for Procurement Requirements expected to Exceed R10m (Including All Applicable Taxes)
 - MBD 6.1 : Preference Certificate
 - MBD 7.2 : Contract form for rendering of goods and services work (Part 1)
 - MBD 7.2 : Contract form for rendering of goods and services (Part 2)
 - MBD 8 : Declaration of bidder's past supply chain management practices
 - MBD 9 : Certificate of Independent Bid Determination

C. THE CONTRACT

C1: Agreement and Contract Data

- C1.1 Form of Offer and Acceptance
 - C1.1.1 Form of Offer
 - C1.1.2 Form of Acceptance
 - C1.1.3 Schedule of Deviations
- C1.2 Contract Data
 - C1.2.1 Conditions of Contract

C2: Pricing Data

- C2.1 Pricing Instructions
 - C2.2 Bill of Quantities

C3: Scope of Work

- C3.1 Standard and Project specifications
- C3.4 General Conditions of Contract

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

THE TENDER

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE & INVITATION

MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MKHONDO LOCAL MUNICIPALITY				
BID NUMBER:	MKHO17/2025/26	CLOSING DATE:	02 MARCH 2026	CLOSING TIME: 12:00
DESCRIPTION	SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR, No. 33 Corner Market and De Wet Street, eMkhondo, 2380

MKHONDO LOCAL MUNICIPALITY (OPERATION HOURS: Mon to Thurs - 7h30 UNTIL 16H30 and Friday 14h00				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION No.				
TAX COMPLIANCE STATUS	TCS PIN:			CSD No:
1.1 Are you the accredited representative in South Africa for the Goods /Services / Works Offered?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	1.2 Are you a foreign based supplier for the Goods/ Services/ Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.3 Total number of Items offered			1.4 Total Bid Price	R
1.5 Signature of Bidder			1.6 Date	
1.7 Capacity under which this Bid is signed				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Department	Finance – SCM	Department	Project Management Unit
Contact Person	Mr MC Gumede	Contact Person	Mr DM Ngoma
Telephone Number	(017) 004 0197	Telephone Number	(017) 004 0197
E-Mail Address	mgumede@mkhondo.gov.za	E-Mail Address	dmngoma@mkhondo.gov.za

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

PART B**TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	
3. MANDATORY RETURNABLES, TENDER RULES AND INSTRUCTIONS (FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,	
4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER	
4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD)	
4.3 SUBMISSION OF A VALID SARS TCS PIN	
4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS	
4.5 PROOF OF VALID CIDB (3CE or Higher) REGISTRATION	
4.6 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS	
4.7 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE (03) MONTHS FROM CLOSING DATE.	
4.8 COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT	
4.9 COMPREHENSIVE / FULL (NOT A SUMMARY) CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT, AND	
4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR, OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINEES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)	
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE MONTHS FROM TENDER CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.	

SIGNATURE OF BIDDER: Date:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TENDER NO.	MKHO17/2025/26			
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MKHONDO

LOCAL MUNICIPALITY

MKHO17/2025/26

SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS

CLOSING DATE: 02 MARCH 2026

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the **SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS**.

Bid documents may be downloaded from the e-tender portal and Mkhondo Local Municipality's website, www.mkhondo.gov.za, from the **23rd of January 2026**. The closing time for receipt of tenders is **12:00hrs on 02/03/2026**. Telegraphic, facsimile, e-mail, unmarked and late tenders will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. The bids will NOT be opened in public on tender closing date. No compulsory briefing session will be held for this bid.

Any technical enquiries relating to the tender document may be directed to Ms.T.H.A Mazibuko Tel: 017 004 0197, email TMazibuko@mkhondo.gov.za and Any procurement related enquiries relating to the tender document may be directed to the section Supply Chain Management at 017 004 0197, to Mr. MC Gumedede, email: MGumedede@mkhondo.gov.za

Fully completed tender documents, clearly marked Tender No. **MKHO17/2025/26: "SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS"** must be placed in a sealed envelope and placed in the tender box provided by **Mkhondo Local Municipality, No. 33 Corner Market and De Wet Street, eMkhondo, 2380, by no later than the 02nd of March 2026 on closing date**. The envelope must be endorsed with number, title and closing date as indicated above.

The Tender can only be submitted on the documentation that is issued. Bid documents must only be completed in black permanent (not erasable) pens. Bids will be evaluated using Method 2 of evaluation (that is compliance to mandatory requirements and returnable, functionality assessment, and evaluation for price and preference points). Bidders are expected to score a minimum score of **65%** for Functionality under Stage Two Evaluation to be considered for the third stage of evaluation. All submissions will be adjudicated in terms of the Mkhondo Local Municipality's Procurement Policy and Bids will be evaluated in accordance with Preferential Procurement Policy Framework Act no 5 of 2000 as well as the Preferential Procurement Regulations, 2022 (PPR2022). The 80/20 Price and Specific goals Point System will be applicable for this Tender. Mkhondo Local Municipality Supply Chain Management Policy allocate 20 points in terms of specific goals as follows:

Page 10 of 92

TENDER NO.	MKHO17/2025/26			
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BIDDER

WITNESS

EMPLOYER

WITNESS

- *100% Black person or people owned enterprise (2 points)*
- *More than 30% people living with disability shareholding or owned enterprise (2 points),*
- *More than 30% Youth Shareholding or owned enterprise (2 points)*
- *More than 30% woman or women shareholding or owned enterprise (2 points)*
- *Enterprise located within Mkhondo Local area of jurisdiction (2 points)*
- *Points for valid B-BBEE Level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership B-BBEE Level (3 points)*
- *Points for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken (2 points)*
- *Points for Corporate Social Investment (CSI) or Social Labour Plan proposition (5 Points)*

No awards will be made to a person:

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

Bidders that do not hear anything after three (3) months from closing date of this tender must consider their bids as unsuccessful. The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points. The Municipality reserves the right to award the bid to more than one service provider or award the bid wholly or partially.

The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- **Compulsory**
- Certified Copy of bidder's (the entity) and its director's current (for the month end January 2026) Municipal Account or copy of valid Lease Agreement – **Compulsory**
- Valid full comprehensive CSD registration report (not a summary) not older than thirty days from tender closing date – **Compulsory**
- Entity's Latest Three-Years (In Comparative Years) Audited Financial Years - **Compulsory**
- Copy of Company registration certificate and Certified copies of IDs of Directors – **Compulsory**

M.J MKHONZA
MUNICIPAL MANAGER
MKHONDO LOCAL MUNICIPALITY

TENDER NO.	MKHO17/2025/26			
		BIDDER	WITNESS	EMPLOYER

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.

The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.

Clause number	Data
F 1.1 Action	The Employer is: MKHONDO LOCAL MUNICIPALITY
F.1.2 Tender Documents	<p>The bid documents issued by the Employer comprise:</p> <p>THE BID</p> <p>Part T1 Bidding procedures Part T1.1 Bid notice and invitation to bid Part T1.2 Tender data</p> <p>Part T2 Returnable documents Part T2.1 List of returnable documents Part T2.2 Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1 Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2 Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantity</p> <p>Part C3 Scope of Works / Specifications C3 Specifications</p> <p>Part C3.4 General Conditions of Contract (GCC 2015) C3.4 General Conditions of Contract</p>

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

Clause number	Data
F.1.3 Communication and Employer's Representative	The Employer's Representative is: Name: Ms.T.H.A Mazibuko Capacity: Senior Manager: Water and Sanitation, Mkhondo Local Municipality E-mail: TMazibuko@mkhondo.gov.za
F.1.4 The employer's right to accept or reject any tender offer:	The employer is not obliged to accept the lowest or any tender offer
F.1.5	A competitive negotiation procedure will NOT be followed
F.2.1 Tender Evaluation	<p>Tender Evaluation: Failure to submit the below-mentioned documents will lead to disqualification of your bid.</p> <p>First Stage Supply Chain Management Compliance Evaluation:</p> <ul style="list-style-type: none"> ▪ Copy/ printed of a valid Tax Compliance Status Pin (TCS) to enable the municipality to verify the bidder's tax compliance status- Compulsory ▪ Certified Copy of bidder's current municipal account for the month ended January 2026 (for both the Directors and the Company) or copy of valid Lease Agreement – Compulsory ▪ Valid FULL / COMPREHENSIVE CSD Registration report (not a summary) not older than thirty days from tender closing date– Compulsory ▪ Copy of the company registration certificate and certified copies of Identity Documents of each Director – Compulsory ▪ Entity's Latest Three-Years (In Comparative Years) Audited Financial Years - Compulsory ▪ Duly completed MBD forms - Compulsory <p>Second Stage Evaluation of Bidders is the Ability to execute the project in terms of SCM regulation 28 (1)(b). The bidder must meet a minimum of sixty percent (65%) or 65 points out of a total 100 points.</p> <p>The following is required:</p> <ul style="list-style-type: none"> ▪ Company Experience: (50 Points) Bidders must submit proof of relevant appointment letters from similar works (supply and delivery of water and waste water chemicals), ▪ Financial Capacity: (30 Points) Bidders must submit a bank stamped (electronic or physical stamp) copy of a valid Bank Rating Certificate. ▪ Reference Letters: (20 Points) Bidders are required to submit valid reference letters from current / previous clients for supply and delivery of water and waste water chemicals. Reference Letters must be on the client's letterhead, must be signed and have contactable contact numbers.

TENDER NO.	MKHO17/2025/26			
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Clause number	Data														
	Description	Allocation	Max. Points												
	Company Experience. Bidders must submit proof of relevant appointment letters from similar works (supply and delivery of water and waste water chemicals), Appointment in the panel must be accompanied by proof of allocations or purchase order	<ul style="list-style-type: none"> Bidder has proof of appointed / award letters, purchase orders with a minimum order value of R250 000, six (06) or more (50 points) Bidder has proof of appointed / award letters, purchase orders with a minimum order value of R250 000, four (04) to five (05) or more (30 points) Bidder has proof of appointed / award letters, purchase orders with a minimum order value of R250 000, one (01) to (03) or more (15 points) 	50												
	Financial Capacity Bidders must submit a bank stamped (electronic or physical stamp) copy of a valid Bank Rating Certificate.	<table border="1"> <tr> <td>Very Good - Indisputable for enquiries</td> <td>Bank Rating Code 'A'</td> <td>30 Points</td> </tr> <tr> <td>Good - Good for the amount offered</td> <td>Bank Rating Code 'B'</td> <td>20 Points</td> </tr> <tr> <td>Adequate – Good for the amount strictly in accordance with Business</td> <td>Bank Rating Code 'C'</td> <td>15 Points</td> </tr> <tr> <td>Poor - Reasonable Business risk</td> <td>Bank Rating Code 'D' – 'E'</td> <td>8 Points</td> </tr> </table>	Very Good - Indisputable for enquiries	Bank Rating Code 'A'	30 Points	Good - Good for the amount offered	Bank Rating Code 'B'	20 Points	Adequate – Good for the amount strictly in accordance with Business	Bank Rating Code 'C'	15 Points	Poor - Reasonable Business risk	Bank Rating Code 'D' – 'E'	8 Points	30
Very Good - Indisputable for enquiries	Bank Rating Code 'A'	30 Points													
Good - Good for the amount offered	Bank Rating Code 'B'	20 Points													
Adequate – Good for the amount strictly in accordance with Business	Bank Rating Code 'C'	15 Points													
Poor - Reasonable Business risk	Bank Rating Code 'D' – 'E'	8 Points													
	Reference Letters: Bidders must attach client's reference letters for similar works completed. Reference Letters must be on client's Letterhead, must be Signed and must have clients contactable numbers	<ul style="list-style-type: none"> Bidder has attached six (06) or more Reference Letters from clients for similar works (20 points) Bidder has attached four (04) to five (05) Reference Letters from clients for similar works (15 points) Bidder has attached one (01) to three (03) Reference Letters from clients for similar works (10 points) 	20												
	TOTAL POINTS SCORABLE														

Clause number	Data
F.3.7 Opening of Bid Submissions	The Bids will not be open in public on tender closing date. A certificate of Receipt will be posted on the Municipal website.
F.3.8 Two-Envelope System	A two-envelope procedure will NOT be followed.
F.3.9 Arithmetical Errors	<p>Replace the contents of the clause with the following: “Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line-item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line-item totals. <p>Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above.”</p>
F.3.10 Evaluation of Bid Offers	The preference procedure for evaluation of responsive bid offers shall be the 80/20-point preference system, in full compliance with Technical and general criteria will be evaluated.
F.3.11 Successful Tenderers	Successful Tenderers will be notified in writing via e-mail and or telephonically, and will be subjected to signing of a service level agreement with the Employer.
F.3.12 Unsuccessful Tenderers	If Bidders did not hear from MLM within thirty (30) working days upon closing date of the Tender, they should consider their Tender unsuccessful.
F.3.13 Provide Copies of the Contracts	The number of paper copies of the signed contract to be provided by the Employer is one .
Additional Conditions Applicable to this Bid	
	<p>The additional conditions of bid are:</p> <ol style="list-style-type: none"> 1. The Employer may also request that the bidder provide written evidence that his financial, labour, and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance and Bills of Quantity for all the region or regions for which they intend to bid for. 4. The bid document shall be submitted as a whole and shall not be taken apart.

TENDER NO.	MKHO17/2025/26			
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Clause number	Data
	<p>5. List of returnable documents (PART T2) must be completed in full. (A bidder's company profile will not be used by the Local Municipality to complete PART T2 on behalf of the bidder)</p> <p>NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.</p> <p>Technical adjudication and General Criteria</p> <p>Tenders will be adjudicated in terms of inter alia:</p> <ul style="list-style-type: none"> • Compliance with Tender conditions • Technical specifications <p>If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected.</p> <p>Regarding the above, certain actions or errors are unacceptable and warrants REJECTION OF THE TENDER, for example</p> <ul style="list-style-type: none"> • Pages to be completed, removed from the Tender document, and have therefore not been submitted. • If tender document is not fully completed as required and as stipulated in the tender data. • If any tender document is tempered with or unbind or unbundled. • Failure to complete the schedule of quantities as required. • Scratching out without initialling next to the amended rates or information. • Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. • The Tender has not been properly signed by a party having the authority to do so, according to the – "Authority for Signatory" • A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted (Additional copy to be attached with Specimen Signatures under the Entity's Official Letterhead) • Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. • The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. • The Tender has been submitted after the relevant closing date and time • Failure to complete and sign Form of Offer and Acceptance • If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • Tax Clearance Certificate / Valid Tax Compliance Status documents with Pin. • Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin • Certified copies of directors ID. • Copy of company registration documents. • The bidding entity as well as all its directors must submit current Municipal Rates Statements (for the month ended January 2026) certified copies of Municipal account statements which is not in arrears for more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors,

TENDER NO.	MKHO17/2025/26				
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Clause number	Data
	<ul style="list-style-type: none"> Recent (NOT OLDER THAN THIRTY DAYS FROM TENDER CLOSING DATE) Full comprehensive Central Supplier Database (CSD) registration report (NOT a summary) Completed and Signed Schedule of Quantities
	<p>Evaluation of the Tenderer's position in terms of:</p> <ul style="list-style-type: none"> Current contractual obligations Capacity to execute the contract as per pre-set Functionality
	<p>Previous experience</p> <p>The procedure for the evaluation of responsive Bids will be on the average of the previous projects where the firm was involved</p> <p>The tenderer shall list in the appropriate Forms the appropriate related and similar projects undertaken by the tenderer.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> Experience in the relevant field Experience of contracts of similar size
	<p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.</p> <p>Financial ability to execute the contract:</p> <p>Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> Bank rating (Bank Stamped) of the main partner's company.
	<p>Good standing with SA Revenue Services</p> <ul style="list-style-type: none"> Determine whether an original valid tax clearance certificate has been submitted. The Tenderer must affix a valid Tax Clearance pin verification
	<p>If the Tender does not meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p>
	<p>Penalties</p> <p>The Mkhondo Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. Impose a financial penalty at the discretion of Council <p>Restrict the contractor, its shareholders, and directors on obtaining any business from the Mkhondo Local Municipality for a period of 5 years.</p>
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> 1 Mkhondo Local Municipality may also request that the Tenderer provide written evidence that his financial, and resources are adequate for carrying out the project. 2 The Mkhondo Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the

TENDER NO.	MKHO17/2025/26				
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Clause number	Data
	financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

T1.2.1 EVALUATION SCHEDULE: TENDER COMPLIANCE

Tender Compliance by the Contracting Firm

Evaluation Criteria	Evaluation Criteria	Elimination Factor
Completing tender document	Must initial every page in the tender document, signing and fill the tender document in full.	Yes
Tax Compliance Pin	Proof of Tax Registration and Compliance with South African Revenue Service (SARS)	Yes
CSD Registration Report	A copy of a FULL / COMPREHENSIVE (Not a Summary) CSD registration report of the company which is not older than 1 (one) month from tender closing date must be attached.	Yes
Municipal Services Account	A municipal rates statement of account (directors/Company) which does not owe municipal services for more than 90 days must be attached.	Yes
Latest Three Year Audited Financial Statements	Entity's Latest Three-Years (In Comparative Years) Audited Financial Years	Yes
Municipal Bid Declaration (MBD) Documents	Bidder must duly complete all Municipal Bidding Declaration (MBD) Documents	Yes
Certifying Returnable Documents	A Bidder must certify ALL returnable documents that must be certified (as per tender instructions)	Yes
Initialing of tender document pages	ALL pages of the tender document must be initialed by authorised signatory.	Yes
Unauthorised Pen, and Erasures	Bid will be rejected if the bidder uses tippex (or any unauthorised erasures) for corrections, that also includes non-black pens, and non-permanent pens	Yes

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME:

CAPACITY:

SIGNATURE: DATE:

TENDER NO.	MKHO17/2025/26			
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T1.2.2

ANNEXURE F
(Normative)
STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F1		GENERAL
F1.1	Action	The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honest, and transparently.
F1.2	Tender Documents	The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.
F1.3	Interpretation F1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
	F1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
	F1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply: <ul style="list-style-type: none"> a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration. b) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
F1.4	Communication and Employer's agent	<ul style="list-style-type: none"> i) Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied, and recorded. ii) Writing shall be in the English language. iii) The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data.

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

F1.5	Employer's right to accept or reject any tender offer F1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
	F1.5.2	The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.
F2	TENDERERS OBLIGATIONS	
F2.1	Eligibility	Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
F2.2	Cost of tendering	Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F2.3	Check documents	Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
F2.4	Confidentiality and copyright of documents	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F2.5	Reference documents	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	Acknowledge addenda	Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F2.7	Clarification meeting	No formal clarification meeting will be held by the Employer.
F2.8	Seek clarification	Clarification of the tender documents, scope of works may be requested from relevant Water and Sanitation Unit and SCM offices (via e-mails addresses provided)
F2.9	Insurance	Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.
F2.10	Pricing of the tender offer F2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

TENDER NO.	MKHO17/2025/26			
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	F2.10.2	Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
	F2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
	F2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F2.11	Alterations to documents	Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F2.12	Alternative tender offers F2.12.1	Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
	F2.12.2	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.
F2.13	Submit a tender offer F2.13.1	Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
	F2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Black ink.
	F2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
	F2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
	F2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
	F2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked " <i>financial proposal</i> " and place the remaining returnable documents in an envelope marked " <i>technical proposal</i> ". Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.

TENDER NO.	MKHO17/2025/26			
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	F2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the tender data.
	F2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F2.14	Information and data to be completed in all respects	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
F2.15	Closing time F2.15.1	Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
	F2.15.2	Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
F2.16	Tender offer validity F2.16.1	Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
	F2.16.2	If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period.
F2.17	Clarification of tender offer after submission	Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.
F2.18	Provide other material F2.18.1	Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers commercial position (including notarized joint venture agreements), Pre-refencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.
	F2.18.2	Dispose of samples of materials provided for evaluation by the Employer, where required.
F2.19	Inspections, tests, and analysis	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F2.20	Submit securities, bonds, policies, etc.	If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F2.21	Check final draft	Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
F2.22	Return of other tender documents	If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F2.23	Certificates	Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

TENDER NO.	MKHO17/2025/26			
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F3 THE EMPLOYER'S UNDERTAKINGS		
F3.1	Respond to clarification	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
F3.2	Issue Addenda	If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.
F3.3	Return late tender offers	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.
F3.4	Opening of tender submissions F3.4.1	Tender documents will not be opened in public on tender closing date, however all the names of received tenders will be posted on the municipal website.
	F3.4.2	Make available the record of the closing register to all interested persons upon request.
F3.5	Two-envelope system F3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.
	F3.5.2	Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
F3.6	Non-disclosure	Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.
F3.7	Grounds for rejection and disqualification	Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.8	Test for responsiveness F3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: <ul style="list-style-type: none"> a) Complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
	F3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: <ul style="list-style-type: none"> a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

TENDER NO.	MKHO17/2025/26			
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		<p>b) Change the Employer's or the Tenderers risks and responsibilities under the contract, or</p> <p>c) Affect the competitive position of other Tenderers presenting responsive tenders if it were to be rectified.</p> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F3.9	Arithmetical errors F3.9.1	<p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.</p> <p>b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
	F3.9.2	Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.
F3.10	Clarification of a tender offer	Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F3.13	Acceptance of tender offer F3.13.1	Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.
	F3.13.2	Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.
F3.14	Notice to unsuccessful Tenderers	After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted by uploading a list of unsuccessful tenders on the website.
F3.15	Prepare contract documents	<p>If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of:</p> <p>a) Addenda issued during the tender period,</p> <p>b) Inclusion of some of the returnable documents,</p> <p>c) Other revisions agreed between the Employer and the successful Tenderer, and</p> <p>d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F3.16	Issue final contract	Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.
F3.17	Complete adjudicator's contract	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

TENDER NO.	MKHO17/2025/26			
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F3.18	Provide copies of the contracts	Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F3.19	Transparency in the procurement process F3.19.1	The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.
	F3.19.2	The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
	F3.19.3	The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
	F3.19.4	<p>The client must publish the information on a quarterly basis which contains the following information:</p> <ul style="list-style-type: none"> • Procurement planning process • Procurement method and evaluation process • Contract type <ul style="list-style-type: none"> • Contract status • Number of firms tendering • Cost estimate • Contract title • Contract firm(s) • Contract price • Contract scope of work • Contract start date and duration • Contract evaluation reports
	F3.19.5	The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
	F3.19.6	Consultative Forum must be an independent structure from the bid committees.
	F3.19.7	The information must be published on the employer's website.
	F3.19.8	Records of such disclosed information must be retained for audit purposes

TENDER NO.	MKHO17/2025/26			
		BIDDER	WITNESS	EMPLOYER

PART T2 RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

(The bidder must complete the following returnable documents).

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1 : Resolution of Board of Directors
- 1.2 Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Schedule 3 : Commitments of Tenderer
- 1.4 Schedule 4 : Record of Addenda to tender document
- 1.5 Schedule 5 : Compulsory enterprise questionnaire
- 1.6 Schedule 6 : Certificate for water and lights (Municipal Rates)
- 1.7 Schedule 7 : Proof of Central Supplier Database (CSD) Registration.
- 1.8 Schedule 8 : Schedule of Tenderer's Experience

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

- MBD 1 : Invitation to Bid
- MBD 2 : Tax Compliance Requirements
- MBD 3.1 : Pricing Schedule (Firm Prices)
- MBD 4 : Declaration of interest
- MBD 5 : Declarations for Procurement expected to exceed R10m (all applicable taxes)
- MBD 6.1 : Preference certificate
- MBD 7.1 : Contract form for rendering of goods and services (Part 1)
- 1) MBD 7.1 : Contract form for rendering of goods and services (Part 2)
- MBD 8 : Declaration of bidder's past supply chain management practices
- MBD 9 : Certificate of Independent Bid Determine

TENDER NO.	MKHO17/2025/26			
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SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS (Bidders MUST attach an additional Resolution signed by All Members under the Official Company Letterhead failure which the bid will be rejected)

Resolution of a meeting of the Board of *Directors / Members / Partners of:

(Enterprise Name)	
Held at	(place)
on	(date)

RESOLVED that:

1.	The enterprise submits a bid / tender to the Mkhondo Local Municipality in respect of the following project: TENDER MKHO17/2025/26: SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS
2.	Mr / Mrs / Ms in his/her capacity as: and who will sign as follows: 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.
	(Position in the Enterprise)
	(Authorized Signature)

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			

Note:

1. *Delete which is not applicable
2. *NB. This resolution must be signed by all the directors / members / partners of the bidding enterprise.*
3. *Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

TENDER NO.	MKHO17/2025/26			
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SCHEDULE 2
\RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA / J/V

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

(Enterprise Name)	
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)	
	To the MKHONDO LOCAL Municipality in respect of the following project	
	TENDER : MKHO17/2025/26:	
	SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS	
2.	Mr / Mrs / Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	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.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfilment 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.	
2.3	The enterprise chooses as its <i>domicilium citandi et executandi</i> for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

All documents applicable to this Schedule must be attached

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

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

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. Delete which is not applicable
2. *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
- 3.

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

CURRENT PROJECTS / CONTRACT	ORGANIZATION	CONTACT PERSON NAME	CONTACT TEL. NO.	CONTRACT AMOUNT	CONTRACT PERIOD	DATE OF COMMENCE-MENT	SCHEDULED DATE OF COMPLETION

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

TENDER NO.	MKHO17/2025/26				
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SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the MKHONDO LOCAL Municipality before the submission of this tender offer, amending the tender documents, have been considered in this tender offer: (Attach additional pages if more space is required)

Attach communication requirement by municipality amending the tender documents.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Mkhondo Local Municipality before the submission of this tender offer, amending the tender documents. Bidders must sign this declaration irrespective of an Addendum issued or not by the Employer.

NAME OF REPRESENTATIVE	SIGNATURE	CAPACITY	DATE

SCHEDULE 5

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise			
Section 2: VAT registration number, if any			
Section 3: Particulars of sole proprietors and partners in partnerships			
No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 4: Particulars of companies and close corporations			
4.1	Company Registration number		
4.2	Close corporation number		
4.3	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		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 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		An 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	

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

TENDER NO.	MKHO17/2025/26				
TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS

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 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	An official of any municipality or municipal entity	
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

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

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

SCHEDULE 6

CLEARANCE CERTIFICATE FOR MUNICIPAL SERVICES ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates, and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist.

Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with X where appropriate):

QUESTIONS		YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	If yes, please attach proof in the form of the original or certified copy of the bidder's recent (October 2025) municipal rates statement		
6.	Does the bidder lease / rent the property where the business is situated?		
7	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON-RESPONSIVE

Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

- Copies of **current (month ended January 2026)** municipal accounts mentioned of each Director, Shareholder, and partner listed above

CERTIFICATION

I, (AUTHORISED SIGNATORY) THE UNDERSIGNED (FULL NAME).....

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____

Date _____

Name _____

Position _____

Bidder _____

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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SCHEDULE 7 PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration report (Not older than thirty days from tender closing date) hereto and provide CSD Supplier Number:

MAAA_____

CERTIFICATION

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

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed _____

Date _____

Name _____

Position _____

Bidder _____

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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SCHEDULE 8

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by me/us. The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER DESCRIPTION** will be evaluated.

Briefly describe company or individual experience regarding the above scope of work and attach this to this schedule.

NB: Proof of previous similar (SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS) work history must be attached in form of Appointment Letters.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: **All documents applicable to this Schedule must be attached.**

Employer, contact person and telephone number, where available	Description of service	Value of contract (i.e. the service provided) inclusive of VAT (Rand)	Date completed / Appointed

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY

T2.2.2 MUNICIPAL BID DOCUMENT TAX COMPLIANCE REQUIREMENTS

DETAILS OF TAX COMPLIANCE STATUS AND TAX CLEARANCE CERTIFICATE REQUIREMENTS

MBD 2

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

PRICING SCHEDULE – FIRM PRICES

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR... **90**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
01.	SUM	SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS	R

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

*Delivery: Firm/Not firm

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

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

*Delete if not applicable

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, shareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars:	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		
3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars:	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars:	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars:	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		

3.11	Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?		Yes	No
	If yes, please furnish particulars:			
3.11.1	Name of director			
3.11.2	Service of state organization			
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:		Yes	No
3.12.1	Name of director			
3.12.2	Name of relative			
3.12.3	Relationship			
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?		Yes	No
	If yes, please furnish particulars:			
3.13.1	Name of director			
3.13.2	Related company			
Note:	<p>SCM Regulations: "In the service of the state" means to be –</p> <ul style="list-style-type: none"> (a) a member of – <ul style="list-style-type: none"> (i) any municipal council; (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces; (b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity; (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature. <p>"² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.</p>			

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NO.

5. I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

DECLARATION OF PROCUREMENT ABOVE R 10 MILLION (MBD5)

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

1. Are you by law required to prepare annual financial statements for auditing?
1.1. If yes, submit audited financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**
.....
.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipal for more than three months or any other service provider in respect of which payments is overdue for more than 30 days? **YES / NO**
.....
.....

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 then 30 days?

.....
.....

2.2 If yes, please 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? **YES / NO**
.....
.....

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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1.1 If yes, furnish particulars

.....
.....

2. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE

Signature

Date

.....
Position

.....
Name of Bidder

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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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**.
 - b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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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).
- (f) "race" a means company owned hundred percent by previously disadvantaged people in terms of colour (Blacks)
- (g) "people with disability" means physical or mental condition that limits a person's movements, senses or activities.
- (h) "youth" a person between the age of 15 and 35 years.
- (i) "woman" means a female human being.
- (j) "RDP" Reconstruction and Development Programme is a South African socio-economic policy framework document.

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:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 or 80/20 an preference point system.

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by Bidder)
Enterprise with 100% black person or people owned enterprise	2	
Enterprise with more than 30% woman or women shareholding or owned enterprise	2	
Enterprise with more than 30% youth shareholding or owned enterprise	2	
Enterprise with more than 30% people living with disability shareholding or owned enterprise	2	
Enterprise located within Mkhondo local area of jurisdiction	2	
Enterprise with valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	3	
Points for enterprise who will sub-contract minimum of 30% of the contract value to EMEs in the ward or local communities where the services to be rendered of works to be undertaken	2	
Points for Corporate Social Investment (CSI) or Social Labour Plan proposition (not exceeding two pages)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

WITNESS

1.

SIGNATURE(S) OF BIDDER(S)

2.

Date:.....

Address:

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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CONTRACT FORM - RENDERING OF SERVICES – GOODS AND SERVICES (PART 1)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render the services as described in the attached bidding documents to MKHONDO LOCAL Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **BID NUMBER MKHO17/2025/26** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 2.1 Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Returnable schedules
 - Municipal bid documents
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - Service Level Agreement.
 - 2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

SIGNED AT	AUTHORIZED SIGNATURE (UNDER SIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I,
In my capacity as
accept your bid under
for rendering of services hereunder and / or further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	OFFICIAL STAMP

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

ITEM	QUESTION	YES	NO
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 or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: MKHO17/2025/26
SUPPLY AND DELIVERY OF WATER AND WASTEWATER TREATMENT CHEMICALS AS AND WHEN
REQUIRED FOR A PERIOD TWENTY-FOUR (24) MONTHS

in response to the invitation for the bid made by:

Mkhondo Local Municipality

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

I certify, on behalf of:

NAME OF COMPANY

that:

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. Has been requested to submit a bid in response to this bid invitation;
 - b. Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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- 7.1 Prices;
 - 7.2 Geographical area where product or service will be rendered (market allocation);
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ **Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER (AGREEMENT)

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

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

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

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

.....rand (in words);

R.....(in figures),

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity

.....
(Name and address of organisation)

.....
Name and signature of Witness

.....
Date:

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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ACCEPTANCE

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

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Bidder 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 CLIENT:

Signature(s) (1) (2)

Name(s)

Capacity

Witness 1

Name

Signature

Date

Witness 2

Name

Signature

Date

TENDER NO.	MKHO17/2025/26	BIDDER	WITNESS	EMPLOYER	WITNESS
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SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject
	Details
2	Subject
	Details
3	Subject
	Details
4	Subject
	Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder 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 BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity
.....
.....
.....

(Name and address of organisation)

Witness 1

Name:

Signature

Date

Witness 2

FOR THE EMPLOYER:

Signature(s) (1) (2)

Name(s)

Capacity

Mkhondo Local Municipality

(Cnr Mark and De Wet Street, eMkhondo)

Witness 1

Name:

Signature

Date

Page 59 of 92

TENDER NO.	MKHO17/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS

C1.2 CONTRACT DATA (CONDITIONS OF CONTRACT)

The **General Conditions of Contract for Construction Works 2015 3rd Edition**, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. +27 11 805-5947 or www.saice.org.za.

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

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

PART 1: CONTRACT SPECIFIC DATA

Clause	Data
1.1.1	The Defects Liability Period is: NOT Applicable.
1.1.2	The time for achieving Practical Completion is: Twenty-Four (24) months from the Commencement Date.
1.1.3	The name of the Employer is: Mkhondo Local Municipality
1.1.4	The following additional definition applies: - Letter of Notification ": Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.
1.2.1.2	Delivery of Notices The following two additional sub-clauses, covering alternative methods of communication, apply: - Sent by facsimile or any like communication irrespective of it being during office hours or otherwise. Posted to the addressee for certified delivery by the postal Authorities

TENDER NO.	MKHO17/2025/26				
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1.2.1.2	<p>The address of the Employer for receipt of communications is:</p> <p><u>Physical address:</u> Mkhondo Local Municipality Cnr Mark and De Wet Street eMkhondo</p> <p><u>Postal address:</u> Mkhondo Local Municipality P o Box 23 eMkhondo, 2380</p> <p>Tel : (017) 004 0197 Email : mgumede@mkhondo.gov.za</p>
2.1.4	<p>The following additional clause applies: -</p> <p>"Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include:</p> <p>The provision and use of all labour, plant, tools instruments, templates, materials, transport, and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay.</p> <p>The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.</p>
	<p>The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender.</p> <p>The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties, and all other overhead charges.</p> <p>The submission of a tender shall be considered <i>prima facie</i> evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."</p>
2.4.3	<p>The following additional clause applies: -</p> <p>In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows:</p> <ol style="list-style-type: none"> 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications 6. Schedule of Quantities

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

2.5.1	<p>The following additional clause applies: -</p> <p>The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions:</p> <ul style="list-style-type: none"> - An original of the invoice together with a signed Cession Form is submitted together with a certificate approved by the Employer's Agent. - The Contractor cedes, transfers, and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.
3.2.3	<p>The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer.</p> <p>The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer.</p> <p>The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p>

TENDER NO.	MKHO17/2025/26				
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5.3.2	The time to submit the documentation required before commencement of the Works is: 07 calendar days
5.4.2	Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.
5.4.3	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.1.1 & 5.8.1	The non-working days are Saturdays and Sundays. The special non-working days are: (1) All gazetted public holidays falling outside the year end break. (2) All applicable public holidays including the December “builders’ holiday” period.
5.8.3	The following additional clause shall apply: Should the Employer’s Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer’s Agent’s Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer’s Agent has ordered such work, the salary of the representative will be to the account of the Employer. A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"
5.13.1	The penalty for failing to complete the Works is: 0.1% of the contract value per calendar day

TENDER NO.	MKHO17/2025/26				
		BIDDER	WITNESS	EMPLOYER	WITNESS

5.14.1	The requirements for achieving Practical Completion shall mean: The commissioning and full operation as listed in the scope of works.
5.14.7	Different dates to achieve Practical Completion will be permitted
6.2.1	The liability of the Security shall be in accordance with paragraph 21 (1)(f) of the GMM Supply Chain Management Policy, which reads as follows: <ul style="list-style-type: none"> (e) Where surety is required, it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). (f) Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted.
6.6.1	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
6.7.6	The following additional clause shall apply: The Works are measured in accordance with the current Standard Specifications for Road and Bridge Works for South African Road Authorities published by The South African National Roads Agency SOC Limited PO Box 415, Pretoria, 0001. No claims arising from the method of measurement will be entertained.
6.8.3	Price adjustment for variations in the cost of special materials are: Not allowed
6.10.3:	The limit of retention money on amounts due to the contractor is 10% and the limit on retention is 10% of the contract sum.
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil.
10.7.1:	Disputes are to be settled in terms of paragraph 50 of the SCM Regulations, which reads as follows: <ul style="list-style-type: none"> (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes: <ul style="list-style-type: none"> (a) to assist in the resolution of disputes between the Municipality and other persons regarding: <ul style="list-style-type: none"> (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must: <ul style="list-style-type: none"> (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. (4) A dispute, objection, complaint or query may be referred to the provincial treasury if: <ul style="list-style-type: none"> (a) the dispute, objection, complaint or query is not resolved within 60 days; or (b) No response is forthcoming within 60 days.

TENDER NO.	MKHO17/2025/26			
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	<p>(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.</p> <p>(6) This section must not be read as affecting a person's rights to approach a court at any time.</p>
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Clauses applicable to EPWP Contracts

	<p>The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <ul style="list-style-type: none"> (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge
	<p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <ul style="list-style-type: none"> (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works
	<ul style="list-style-type: none"> (ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
	<p>"Payment for the labour-intensive component of the works</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations in contract.</p>

The additional Conditions of Contract are:

TENDER NO.	MKHO17/2025/26			
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	<p>Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>
	<p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p>
	<p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed; (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2 Terms of work</p> <p>2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p>
	<p>3 Normal hours of work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work –</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) For more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4 Meal breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p>

TENDER NO.	MKHO17/2025/26			
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	<p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p>
	<p>5 Special conditions for security guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily rest periods</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7 Weekly rest periods</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).</p>
	<p>8 Work on Sundays and public holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker’s daily task rate, if the worker works for less than four hours; (b) Double the worker’s daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday; (b) Double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday. <p>9 Sick leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days sick leave in a year.</p> <p>9.4 Accumulated sick leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker’s usual pay day.</p> <p>9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p>

TENDER NO.	MKHO17/2025/26			
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	<p>9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity leave</p> <p>10.1 A worker may take up to four consecutive month's unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p>
	<p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p>11 Family responsibility leave</p> <p>11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
	<p>12 Statement of conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment:</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) The training that the worker will receive during the SPWP. <p>12.2 An employer must supply each worker with a copy of these conditions of employment.</p>

TENDER NO.	MKHO17/2025/26				
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	<p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following:</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) Payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly by E.F.T.</p>
	<p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) In a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing:</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed, or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) The actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p>15 Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) Pay the employer or any other person for having been employed.

TENDER NO.	MKHO17/2025/26				
	BIDDER	WITNESS	EMPLOYER		WITNESS

	<p>16 Health and safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>(e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.</p>
	<p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>

TENDER NO.	MKHO17/2025/26			
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PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

C2.3 SUMMARY OF THE BILL OF QUANTITIES

TENDER NO.	MKHO17/2025/26			
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PART C2.1 PRICING INSTRUCTION

1. The Bill comprises items covering the Service Provider's profit and costs of general liabilities and of the of delivering all the items ordered.
2. The amounts and rates to be inserted in the Bill 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 goods and services 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 Bid is based.
3. The quantities set out in the schedule of **quantities are only approximate quantities**. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Service Provider.
4. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to Zero.
5. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.
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 Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
7. For the purposes of this Bill 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 Bidder bids to do the work
Amount : The quantity of an item multiplied by the bided rate of the (same) item
Sum : An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

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

Ton = Tonnage (in size of chemicals)
Kg = Kilogram
Qty = Quantity
L = Litres

TENDER NO.	MKHO17/2025/26			
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MKHONDO LOCAL MUNICIPALITY

TENDER NUMBER: MKHO17/2025/26

BILL OF QUANTITIES/ PRICING SCHEDULE

TENDER NO.	MKHO17/2025/26				
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ITEM	DESCRIPTION	Unit Measure	Quantity	RATE / Unit Rate (Year 1)	RATE / Unit Rate (Year 2)
1	Aluminium Sulphate Solution (7.5% A1205)	Ton	01	R	R
2	Aluminium Sulphate Granules (Brown Granules of Al ₂ (SO ₄) ₃ (x14-18) with PH 3.0-3.5 and Al ₂ O ₃ of 16% minimum	50kg	01	R	R
3	Calcium Hypochlorite Granules	25kg	01	R	R
4	Co-agulant for high turbidity (Summer)	Ton	01	R	R
5	Co-agulant for low turbidity (Winter)	Ton	01	R	R
5	Chlorine Gas (99.9%) Pure Cylinders	70kg	01	R	R
7	Sludge Dewatering Polymer	Ton	01	R	R
8	Bio-remediation product	20L	01	R	R
Sub-Total				R	R
Sum Year 1 + Year 2					R
VAT @ 15%					R
GRAND TOTAL (TENDER AMOUNT-AMOUNT TO BE TAKEN TO FORM OF OFFER)					R

Is the Tenderer a Vat Vendor Yes or No

DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES:

NAME

RELATIONSHIP TO TENDERING COMPANY

SIGNATURE

CONTACT DETAILS

TENDER NO.	MKHO17/2025/26				
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PART C3.: SCOPE OF WORKS

1. Purpose

The purpose of this tender is to appoint reputable service providers for the supply and delivery of various water and wastewater treatment chemicals to Mkhondo Local Municipality over a period of Twenty-Four (24) months. The selected service provider(s) will be required to supply chemicals as per the Municipality's requirements on an "as and when required" basis.

Duration of the Contract

The contract will run for twenty-four (24) months from the date of signing Service Level Agreement.

Standards and Compliance QUALITY STANDARDS AND TECHNICAL DATA

- Applicable Standards and Regulations for Water and Waste Water Treatment Chemicals must be complied with ((e.g., NSF, ANSI, EN, ISO standards)).
- The supply of goods (water & wastewater treatment chemicals) should comply with the standard specification. The tenderer shall supply the SANS certificate on demand. The Municipality reserve the right to request any relevant test for material. The Municipality may at any given time select a sample and request the service provider to test the sample.
- The municipality reserves the right to reject chemicals if they do not comply with the standard specifications as listed in the bid document or does not comply with the accredited laboratory test.

Coagulant

- Raw water sample is to be collected from the abstraction point of the following water treatment plant:
 - Amsterdam Water Treatment Works
 - Saul Mkhize Water Treatment Works
 - Mkhondo Water Treatment Works
- The coagulant required must be able to treat raw water turbidity ranging from 5 – 1000 NTU and jar test results obtained from an independent accredited laboratory.
- Report of analyses with the name of recommended coagulant and its specification, filtered Aluminium concentration and Turbidity for supernatant must be attached.
- Coagulants must be certified to NSF/ANSI 60 standards.
- The coagulants should be provided in liquid form and easily applied vis dosing pumps.
- Suppliers are required to provide the following information for each product:

- A quality control certificate for each batch delivered.
- Product composition details, including:
 - o Viscosity (%)
 - o Total solids and volatile solids content
 - o pH level
 - o Specific gravity

TENDER NO.	MKHO17/2025/26				
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Scope Details

The successful or recommended service will be required to deliver the following chemicals

- *Aluminium Sulphate Solution (7.5% A1205)*
- *Aluminium Sulphate Granules (Brown Granules of Al2 (S04)3 (x14-18) with PH 3.0-3.5 and Al203 of 16% minimum)*
- *Calcium Hypochloride Granules*
- *Co-agulant for high turbidity (Summer)*
- *Co-agulant for low turbidity (Winter)*
- *Chlorine Gas (99.9%) Pure Cylinders*
- *Sludge Dewatering Polymer*
- *Bio-remediation product*

TENDER NO.	MKHO17/2025/26				
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PART C3.4: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the

TENDER NO.	MKHO17/2025/26				
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benefits of free and open competition.

1.14. “GCC” means the General Conditions of Contract.

TENDER NO.	MKHO17/2025/26				
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- 1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.
- 1.22. “Republic” means the Republic of South Africa.
- 1.23. “SCC” means the Special Conditions of Contract.
- 1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. ~~With certain exceptions, invitations to bid are only published in the Government Tender~~

~~Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za~~

4. Standards

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

5. Use of contract documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3. except for purposes of performing the contract.

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

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

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

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance
- obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses
- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

all points in transit.

- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

Delivery and documents

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

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

10. Insurance

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

11. Transportation

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

12. Incidental services

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

- 12.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- 12.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

- 12.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- 12.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and

- 12.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.

- 12.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

13. Spare parts

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

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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Warranty

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

15. Payment

- 15.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 15.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 15.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 15.4. Payment will be made in Rand unless otherwise stipulated in SCC.

TENDER NO.	MKHO17/2025/26						
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16. Prices

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

_____END OF TENDER DOCUMENT_____

TENDER NO.	MKHO17/2025/26				
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BIDDER

WITNESS

EMPLOYER

WITNESS