



GM2026/138

PROVISION OF TEMPORARY SANITATION SYSTEM FOR THREE (3) YEARS

BIDDERS NAME:	_____	
CONTACT NUMBERS	Phone:	Fax:
CSD REGISTRATION NR	MAAA	
BBBEE STATUS LEVEL		
CLOSING DATE AND TIME	28 May 2026 10:00 AM	
BID AMOUNT:	R _____ (VAT inclusive)	

For Office Use	OFFICIAL STAMP
Official 1:	
Official 2:	

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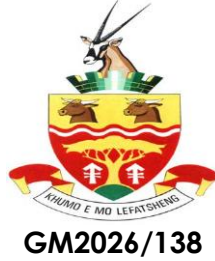
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SECTION 1.1: INVITATION TO TENDER

GAMAGARA LOCAL MUNICIPALITY



Provision of Temporary Sanitation System for Three (3) Years TENDER NOTICE AND INVITATION TO TENDER

Gamagara Local Municipality is inviting service provider to submit bids for the provision of temporary sanitation system for three (3) years.

The bid document will be available on the municipal website at www.gamagara.gov.za and on the e-tender portal at www.etenders.gov.za

Bid documents in a sealed envelope, clearly marked "Provision of Temporary Sanitation System for Three (3) Years" must be deposited in the bid box, Cnr Hendrik van Eck & Frikkie Meyer Road, Kathu, 8446 not later than 10:00, **28 May 2026**.

All administrative enquiries must be directed to Mrs. J. Nampa @ nampaj@gamagara.gov.za and 053 722 6000. Technical enquiries must be directed to Mr Tshepang Modise @ modiset@gamagara.gov.za and 053 723 6000 during office hours. Bids will be evaluated according to Gamagara Municipality's Supply Chain Management Policy and the Preferential Procurement Policy Framework Act.

Important notice

No faxed, e-mailed or late tenders will be considered. The municipality is not obliged to accept the lowest bid, or any bid.

Mr Lebogang Seetile
Municipal Manager
P.O.Box 1001
KATHU, 8446

SECTION 1.2: GENERAL CONDITIONS OF CONTRACT.

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 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 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.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full product / service required by the contract.
- 1.29. "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. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

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 as 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 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4. 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

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

- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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. 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.

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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods 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 goods 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 goods 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 goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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' 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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.

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all the following services, including additional services, if any:

- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods.
- 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
- 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5. 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.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. 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;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of destination.

- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the 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.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. 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.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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, except for any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted if there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days, the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.

- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue

to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - 28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 1.3: SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

Acceptance or Rejection of a Tender

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 the tender scoring the highest points.

1.1. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

1.2. Cost of Tender Documents

No tender documents will be availed by the municipality, bidders will be responsible for downloading and printing the tender document. Therefore, no fee will be charged for the tender document.

1.3. Registration on the Central Supplier Database

It is a requirement that all bidders must be registered on the Central Supplier Database.

1.4. Completion of Tender Documents

- (a) The tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents may result in the disqualification of the tender.
- (c) The complete tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.5. Samples

Samples, if requested, are to be provided to the Municipality when needed.

1.6. Quantities of Specific Items

No formal quantities can be guaranteed to the service provider and the Municipality will order materials on an as and when required basis

1.7. Submission of Tender

(a) The tender must be placed in a sealed envelope, clearly marked with the tender number, title as well as closing date and time and placed in the tender box on the Kathu at the Municipality by not later than 10:00 on Thursday, 28 May 2026.

Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.8. Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.9. Contact with Municipality after Tender Closure Date

Bidders shall not contact the Gamagara Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Gamagara Local Municipality, it should do so in writing to the Gamagara Local Municipality. Any effort by the firm to influence the Gamagara Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.10. Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

The price should include VAT, supply and delivery and be valid for 90 days

1.11. Delivery

All materials to be off-loaded and delivered at Municipal Store (Workshop) in Kathu workshop.

- **Delivery must take place within 05 days of order**
- Delivery of products should **include the transport; delivery, and off-loading** thereof at the supplier's own risk to the designated delivery addresses as indicated above.
- Delivery must take place within the normal working hours of the Municipality.
- Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- The Municipality will place orders **as** and **when** required during the contract period.
- An official order must be issued before any delivery may be made to the Municipality.
- It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities

The Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.

ABBREVIATIONS WHICH MAY BE USED IN THE FORM OF TENDER

ITEM = Item number.

MAKE = Make of equipment.

MODEL = Model of equipment

YEAR MODEL = Earliest year of commissioning not more than 5 Years **(2017 model).**

REG NUM = Registration number

UNIT = Unit of capacity e.g. kilolitre.

TARIFF = Hire tariff per Kilometer

SECTION 1.4: SPECIFICATION AND SCOPE OF WORK.

1.1 PURPOSE OF THE TENDER

The purpose of this tender is to source the services of a suitable service provider for the supply, rental, placement, servicing, and maintenance of Portable foot flush chemical toilet units within each of the pre-specified informal settlements with the disposal of the sewerage at the Wastewater Treatment Works or alternative site identified by Municipality's official or representative.

1.2 INTRODUCTION AND BACKGROUND

The Gamagara Municipality is mandated to provide efficient sanitation infrastructure to Informal Settlements. The scope of work comprises the supply and cleaning of portable foot flush toilet units using mechanical cleaning methods as required by Gamagara Municipality on a regular basis and the provision of toilet paper with each service. Portable foot flush chemical toilet units need to be supplied to various informal settlements in Gamagara to address basic sanitation needs of the community. A price per toilet needs to be provided for this tender as the number of toilets per settlement will only be determined after award. These toilets need to be serviced, cleaned, and maintained at regular intervals.

1.3 GENERAL IMPORTANT INFORMATION FOR ALL PORTABLE TOILETS:

Interested service providers need to provide pricing for the following:

- a. Hire, delivery and collection of chemical toilets in the Gamagara Municipal Area.
- b. Servicing and maintenance of chemical toilets at the frequency specified after **the final award (dependent on budget availability)** and the provision of 5 toilet rolls per toilet per service.
- c. Portable toilet units **must** be anchored to their identified site on a level surface.

If the toilet cannot be anchored, the reason in writing must be provided.

- d. One (1) portable unit will serve approximately five (5) families or informal houses and must be allocated as such.
- e. The units must be lockable to be allocated to certain groups of users. Each unit must have **five (5) sets** of keys which must be handed over to the specific group who will be using the specific toilet once the toilets have been placed.

1.4 IMPORTANT ADDITIONAL INFORMATION

- It is the service provider's responsibility to ensure that these toilets are cleaned and maintained on a regular basis for hygienic reasons and in terms of service delivery standards required.
- All costs (labour, material, transport, maintenance, servicing, municipal dumping fee, etc.) must be included in the prices provided. Escalation of costs will be allowed during year 2 and 3 of the tender period. Tenderers must submit requests for escalation and provide proof of the escalation of prices for line items.
- The cost of dumping of the effluent waste is for the account of the service provider, and this should be taken into account when tendering.
- The tenderer must provide the necessary dumping certificates as required by Gamagara Municipality after the commencement of the service.
- Only one service provider will be appointed. An alternative bidder may be appointed.
- Vandalism complaints to be attended to by the service provider and suitable maintenance actions taken within 24hours of complaint being sent.
- The service provider should note that Gamagara Municipality does not accept any responsibility for vandalized or stolen toilets. **Service provider must ensure their products and remove and replace vandalized toilets at their own cost.**

- The service provider will be required to collect chemical toilets within 48 hours after receiving notification from the Gamagara Municipality that such toilets are no longer required. Failure to collect chemical toilets within 48 hours after notification will result in non-payment of the monthly hiring and maintenance fee as tendered.

The rates supplied will be fixed for year one and escalation will be allowed for years 2 and 3 of the contracts. All costs (labour, dumping, material and transport) must be included as per the pricing schedule.

TENDERERS WHO ARE NOT THE DIRECT SUPPLIER OF THE PRODUCT MUST ATTACH A WRITTEN AGREEMENT FROM THEIR SUPPLIER CONFIRMING THAT AN AGREEMENT EXISTS BETWEEN THEM TO DELIVER AND COLLECT THE PRODUCT AS INDICATED. IF SUCH AGREEMENT IS NOT ATTACHED YOUR TENDER WILL NOT BE CONSIDERED FOR EVALUATION.

1.5 SPECIFICATION OF FOOT FLUSH TOILET SYSTEM

The foot flush toilet system, is a high-quality portable restroom designed for durability, hygiene, and user comfort. It is characterized by its modern aesthetic, large capacity tanks, and of flushing options, including system with a foot pump for hands-free, hygienic operation.

Key Specifications (Standard Model):

- **Dimensions:** Approximately 2310 - 2330 mm (H) x 1118-1220 mm (W) x 1200 - 1219 mm (D).
- **Weight:** Approximately 73 kg - 76 kg.
- **Tank Capacity (Waste):** Large 241L to 265L sumped tank, reducing service frequency.
- **Material:** High-Density Polyethylene (HDPE) with UV-stabilized panels.
- **Flush Mechanism:** Foot-operated pump ("Swish" system).

- **Colour Options:** Multiple, including grey front/door.

Description and Features:

- **Foot-Flush Hygiene:** The system allows users to flush via a foot pump, eliminating the need to touch handles with hands.
- **Design & Comfort:** The cabin features a spacious interior with a superior ventilation system (combination of floor and wall vents) to reduce Odors.
- **Interior Layout:** Features a seat positioned furthest from the urinal to maximize comfort, along with a urinal that drains directly down the vent pipe to minimize Odor.
- **Maintenance:** Designed for easy cleaning with a sloped tank top and domed floor to prevent puddling.
- **Components:** Includes a toilet seat, urinal, toilet roll holder, door lock with occupied/free indicator, and a translucent roof for natural light.

PICTURES OF THE FOOT FLUSH TOILET SYSTEM (SIDE VIEWS AND INTERIOR DESIGNS)





2 THE SERVICE

- 2.1 The successful Service Provider will be on implementation of the contract, to roll out the required toilet units, and implement servicing schedules.
- 2.2 The maximum lead time, for commencing the contract, will be **one (1) month** after receipt of an official appointment notification.
- 2.3 The appointed Service Provider will be required to have all resources (labour and equipment) in place prior to site handover.
- 2.4 In addition, the appointed Service Provider will also be required to familiarize themselves with the areas to be serviced, together with the support of community representatives and council officials, to verify the location of all service points within each area.

3 SERVICING INSTRUCTION

- 3.1** Units must be serviced, cleaned, sanitized, and left in a hygienic condition for the targeted informal settlement users.
- 3.2** Should new areas be identified for servicing, these may be added to the contract, or existing ones may be removed, all at the discretion of the Municipal official or representative.
- 3.3** It would be required that should additional areas be added to the contract that it be serviced at the same tendered rate.
- 3.4** The attention of Service Providers is particularly drawn to the high standard of service applicable to this Contract.

4 SERVICING PROCEDURE

- 4.1** Extract full/dirty waste tank unit with vacuum (suction) tanker within the targeted Informal Settlements.
- 4.2** Recharge (filled) the portable foot flush toilet waste container unit with approved chemical product.
- 4.3** Transport waste toilet matter to designated waste disposal site.
- 4.4** Clean the toilet structure inside and outside should there be any raw spillage.
- 4.5** Team Leader and Municipal Official to conduct a survey every 2 months to verify the number of toilet units in the field.

5 TREATMENT AND DISINFECTING

- 5.1** After each service/cleaning cycle of toilet unit is complete, each cleaned empty waste container unit must be recharged/refilled with **SABS approved chemical product**.

5.2 The chemical is to inhibit faecal odours and assist breakdown of solids and have no deleterious effect on the efficient working of the receiving Wastewater Treatment Works, as well as the safety of users.

5.3 The approved chemical product to be provided should be capable of the following:

- Cleaning agent,
- disinfectant agent,
- odour control,
- fly breeding control and
- must be a homogeneous product.

The above chemical product must be approved for domestic purposes.

5.4 WASTE DISPOSAL SITE

The approved service provider is expected to dispose on their nearest service site and the Municipality approved sites include;

- Dibeng Wastewater Treatment Works (WWTW);
- Olifantshoek Oxidation Ponds.

The Ponds are open weekdays from 08:00 to 16:30. Weekends and Public Holidays it is open from 08:00 to 16:00.

Service Providers who are found illegally dumping waste or leaving waste on site will result in penalties (to be specified in SLA) being imposed.

6 MAINTENANCE

The Service Provider will be responsible for replacing any lost or damaged portable foot flushing chemical toilet units and shall indemnify the Council against any such expenses.

All portable foot flush chemical toilet units shall be secured to the ground to the satisfaction of the Council's representative, in order to prevent them toppling due to wind or any other cause.

- 60mm diameter x1000mm pole to be used as support for the Portable Chemical Toilets.
- At least 2 support poles to be installed for each portable chemical toilet.
- Pole shall be installed into a 200mm wide x 600mm deep trench and backfilled with cement stabilized dry mix.
- The chemical toilet will be fastened with galvanized 3.15mm fence wire and tighten up unto the fix poles.
- **Labour intensive methods as far as possible.**
- The Portable foot flush chemical toilet unit will remain the property of the Service Provider's.
- The Council, therefore, takes no responsibility for the replacement and repair of Portable foot flush chemical toilet unit when lost or damaged. However, the Service Provider shall be responsible for handling the Portable foot flush chemical toilet units in such a manner so as to minimize damages.
- All plant and equipment shall be maintained in a clean and serviceable condition.
- Any "Down time" of vehicles and equipment will be to the Service Providers account.
- Time lost must be either made up by working longer hours as directed by the Council's representative.
- Water wastage is not permitted, and leaking hoses/equipment must be repaired immediately.

- The Service Provider is responsible for her/his own security, and it is deemed that it has been allowed for in his rates.
- The Service Provider is to satisfy herself/himself that all toilet units are properly cleaned prior to leaving the site.

7 SITE LOCATION

The Service Provider will be required to work in designated areas within the boundaries of the Gamagara Municipal area.

- The rates submitted in the Pricing Schedule shall constitute the base rate for working in the areas within the Gamagara municipal area.
- The location of the proposed work will be the current informal settlements serviced by chemical toilets, but the number of toilets can either be increased or reduced in future as settlements grow and are upgraded or relocated at the sole discretion of the Municipality.
- Should new areas be identified for servicing, these may be added to the contract, or existing ones may be removed, all at the discretion of the Municipality.
- The Service Provider must take note of the various local constraints, specifically dense settlements with poor quality access roads and a potentially high-water table in winter.
- The location and distribution ratios of Portable foot flush chemical toilet units per informal settlements are 1:5.

8 DELIVERY AND COLLECTION

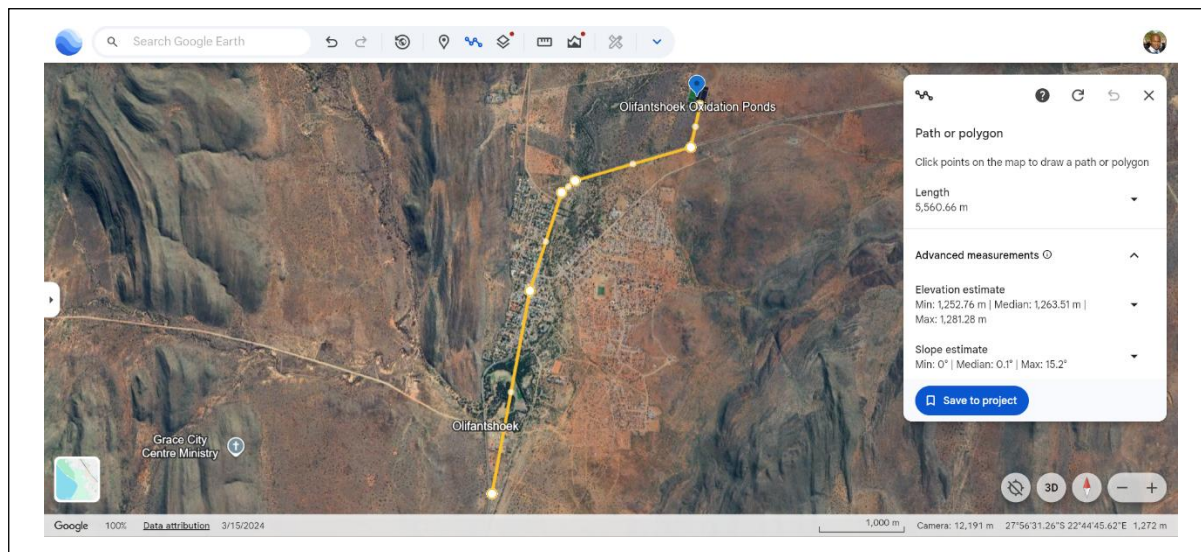
8.1 The Service Provider will be required to always have a minimum of 5 toilets in their warehouse for emergencies.

8.2 Delivery to site is required 24 hours after receipt of an official order.

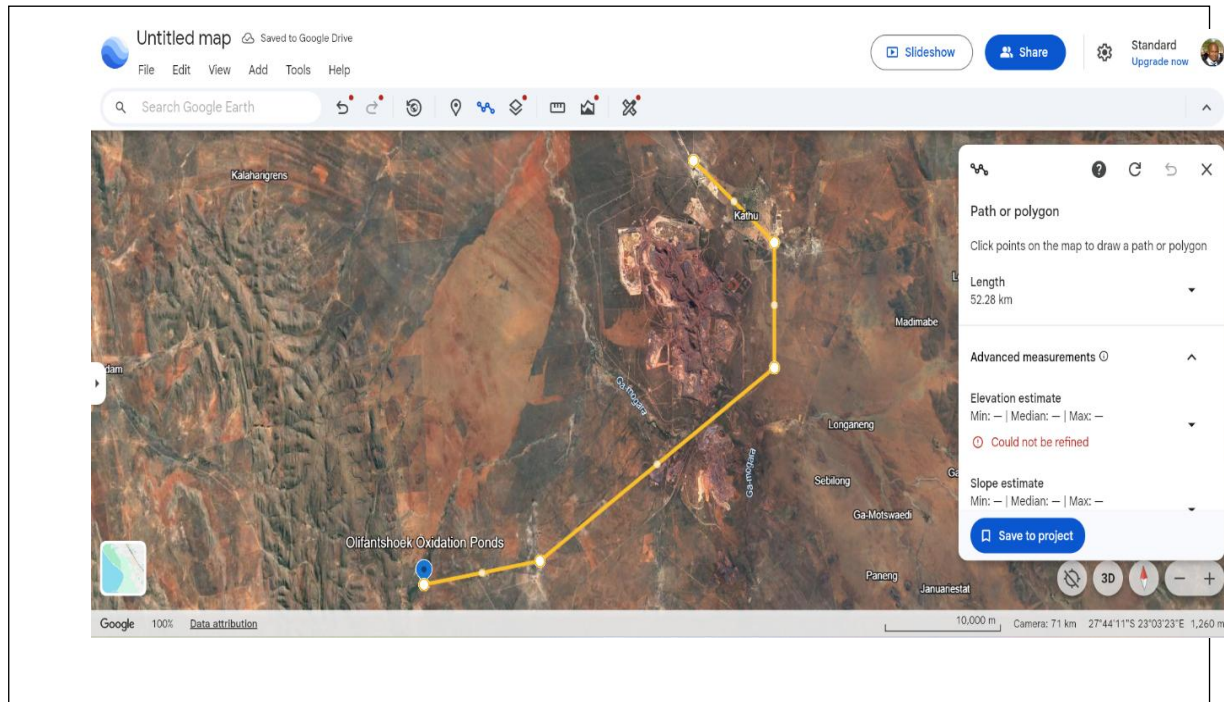
- 8.3 It is a contractual requirement that the items be delivered as per indicated time frame after request from project manager was received by the contractor.
- 8.4 Deliveries will be made as and when required by the project manager, including Sundays and public holidays where requested.
- 8.5 The service provider shall nominate a contact person with whom the Department will arrange and schedule deliveries.
- 8.6 A delivery note signed by the Municipal representative that inspected the items in delivery shall be submitted by the service provider.
- 8.7 Defective or damaged goods will not be accepted.
- 8.8 Adherence to service provider delivery periods is of utmost importance.
- 8.9 Notices for collections will be issued as and when required by the Municipality's representative.

Distance from Gamagara Oxidation Ponds and Gamagara designated areas

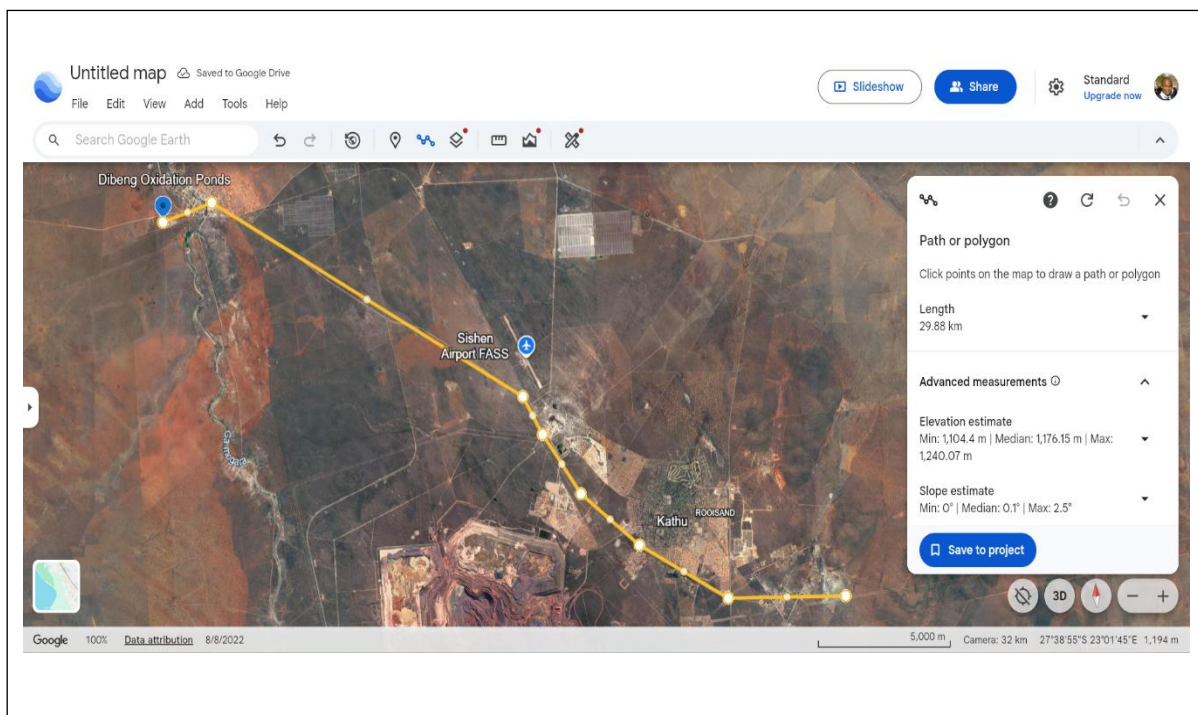
Olifantshoek Oxidation Ponds Distance Measurements.



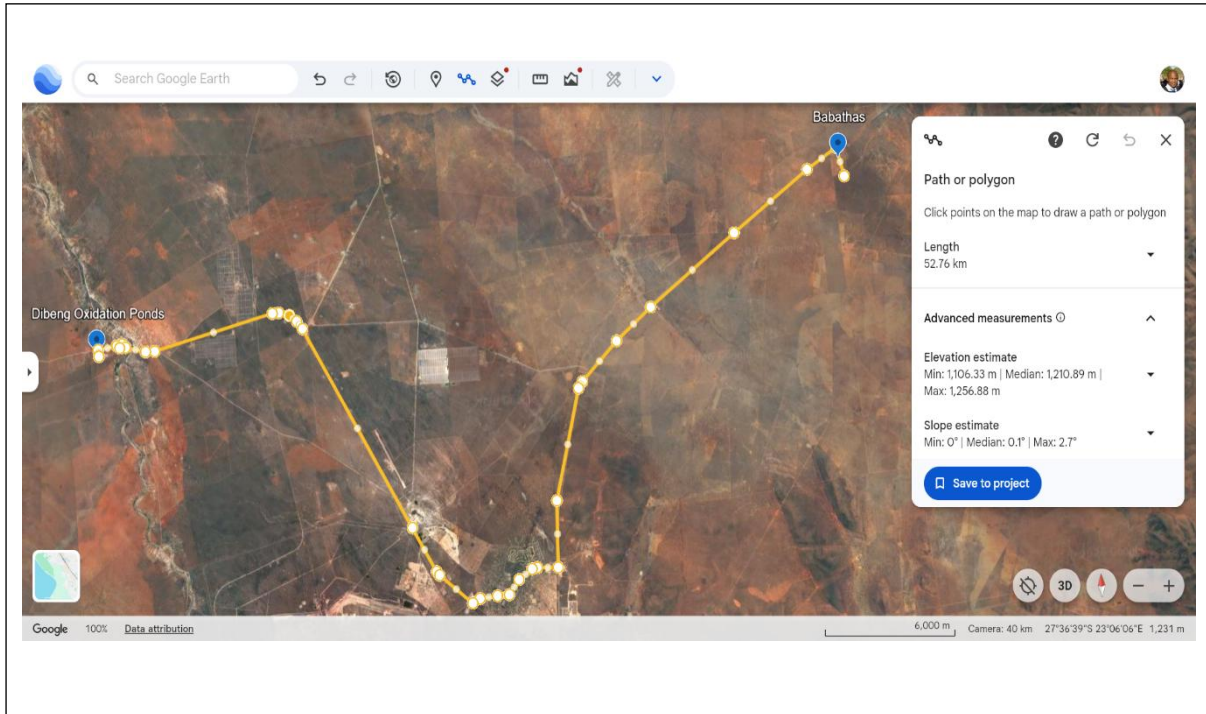
Picture 1: Distance from Olifantshoek Area to Olifantshoek Oxidation Ponds = 5,6Km



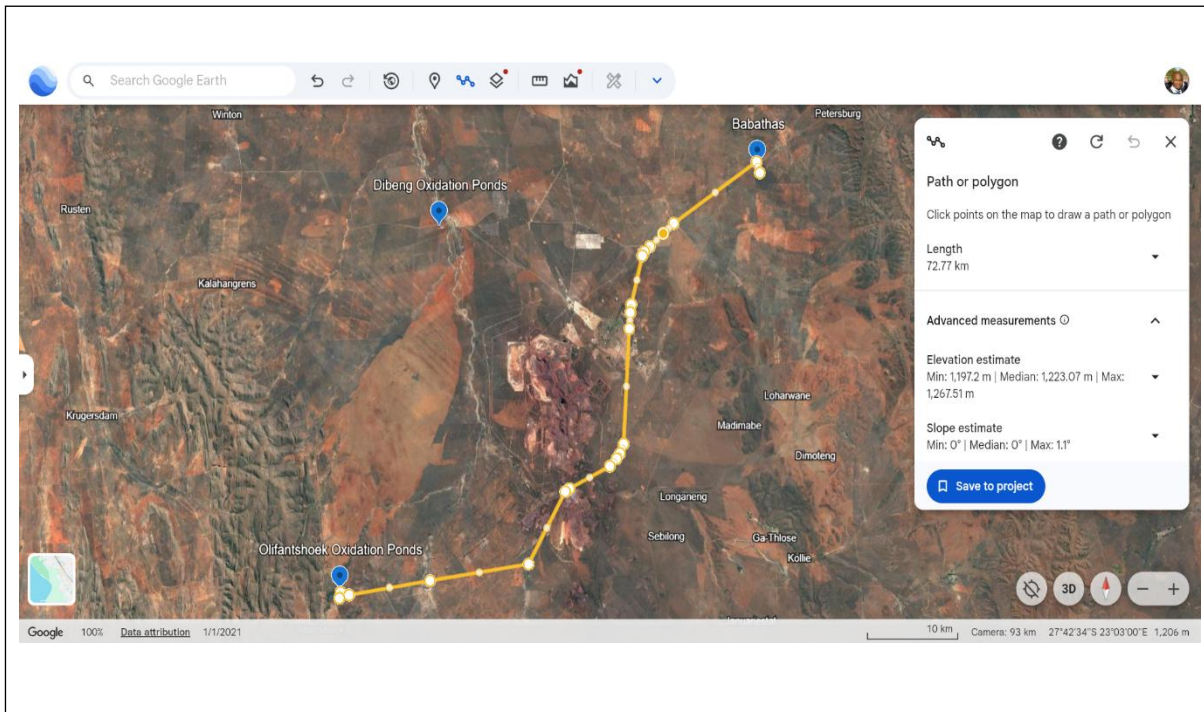
Picture 2: Distance from Kathu Area to Olifantshoek Oxidation Ponds = 52.3 Km



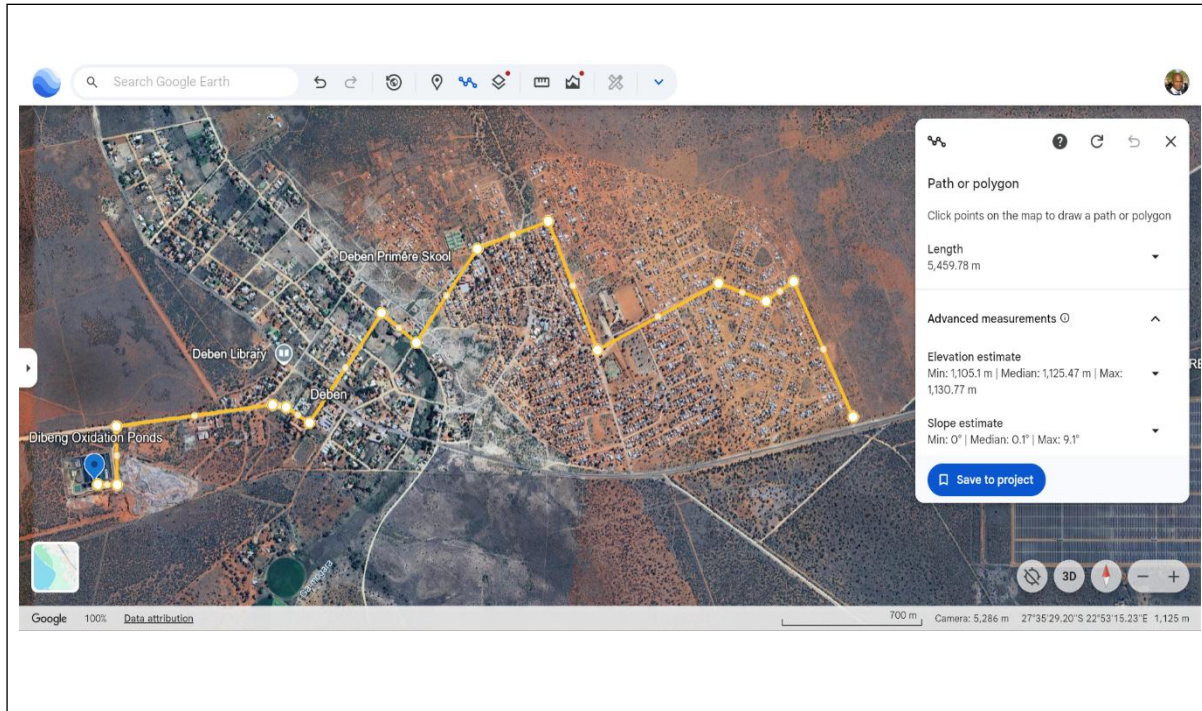
Picture 3: Distance from Kathu Area to Dibeng Oxidation Ponds = 30 km.



Picture 4: Distance from Babathas Area to Dibeng Oxidation Ponds = 52.8 km



Picture 5: Distance from Babathas Area to Olifantshoek Oxidation Ponds = 72.8m



Picture 6: Distance from Dibeng Area to Dibeng Oxidation Ponds = 5.5m

9 REPORTING AND LEVELS OF SERVICE TO BE RENDERED BY THE SERVICE PROVIDER

- 9.1 The service provider will report to the Manager or a representative.
- 9.2 The onus to produce work, which conforms in quality and accuracy of detail to the requirements of the specifications, is on the Service Provider.
- 9.3 The Service Provider shall, at his own expense, institute a quality-control system and provide experienced foremen and supervisors together with all transport and equipment, to ensure adequate supervision and positive control of the works at all times.
- 9.4 The costs of all supervision and process control, thus carried out by the Service Provider, shall be deemed to be included in the rates tendered for the related items of work.

10 INSTRUCTIONS AND COMMUNICATION

- 10.1 The Service Provider must have an office in the Gamagara Municipal area, through which all communication with the employer will flow, and where the majority of work in terms of this tender will be carried out.

10.2 Where the contractor is not based within the Gamagara municipal area, the contractor shall ensure that a **local office is available within one (1) month from commencement of the contract**. Failure to adhere will result in the Municipality following their default process.

10.3 The Service Provider will be required to be available to attend monthly meetings with relevant Municipal Officials.

10.4 The Service Provider shall execute the Works in strict accordance with the contract to the satisfaction of the Council's representative and shall comply with and adhere strictly to the Council's representative's instructions and directions on any matter (whether mentioned in the contract or not).

10.5 The Service provider shall take instructions and directions only from the Council's representative.

10.6 Service Provider shall allow the Council's representative to have access at all times to inspect the work being conducted, to inspect all records and documents maintained by the Service Provider regarding work performed, and to inspect the equipment, stores, and workshop facilities.

10.7 The Service Provider shall respond to all complaints regarding work provided under this tender in a courteous and prompt manner within 24 hours.

10.8 Should a complaint go unresolved for longer than 2 days, the Council's representative will have the right to demand an explanation or resolution to her/his satisfaction.

10.9 The Service Provider shall inform the Council's representative timeously of any problems on site and keep records of the communication.

11. NOTICE TO RESIDENTS REGARDING THE SERVICING OF TOILETS TO BE RENDERED

11.1. The Service Provider will be required to notify residents by attaching an approved servicing schedule on the outside and inside of the toilet door.

- 11.2 Servicing schedules to remain attached to toilet doors and be able to withstand all weather conditions.
- 11.3 The aim of the notification will be to facilitate access to the toilet units as well as to ensure that users leave toilet unlocked during servicing days.

12. HUMAN RESOURCES

12.1. Required Personnel

- 12.1.1 The Service Provider shall provide a Contracts Manager and Operations Manager which must have the necessary experience in this type of work.
- 12.1.2. The key personnel will be a link between the Contractor and the Council's Representative and must be available to attend monthly meetings or as and when required.
- 12.1.3. The key personnel must be familiar with the contents of the tender document.
- 12.1.4. The Service Provider is to provide his supervisory staff with cellular phones or radios for communication purposes.
- 12.1.5. The Service Provider is to be contactable during all hours, either by telephone, cellular or fax or email.

13. OCCUPATIONAL HEALTH AND SAFETY

13.1. The Chief Executive Officer of the company shall assume responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

13.2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the

hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

13.3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

13.4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

13.5. Discipline in the interests of occupational health and safety shall be strictly enforced.

13.6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

13.7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

13.8. No substandard equipment/machinery/articles or substances shall be used on the site.

13.9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

13.10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his subcontractor/s.

13.11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.

13.12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.

13.13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employer.

14. GENERAL SAFETY REQUIREMENTS

14.1. Cleaning methods must be of such nature that no person, property or improvements in the vicinity of the works is endangered.

14.2. The Employer accepts no responsibility for any work executed without written permission outside the site of works.

14.3. The apparatus and methods used shall cause no damage to infrastructure, property or fixtures and such damage as may be caused will be repaired by the Council at the Service Provider's expense.

14.4. Every effort must be made to service all toilets within informal settlements.

The Council's representative must be informed in cases where this is not possible.

The Council's representative may instruct the Service Provider to cease work if he deems the method of work to be unsatisfactory, a danger or inconvenience to the public, or deemed to be uneconomical under the circumstances.

15. Sewer / Wastewater Disposal Permit Requirements include;

The appointed bidder will be accredited with a permit for compliance and there will be control measures in place.

- Disposal fleet information e.g. Truck registration number;
- Chemical disposal Information – LAB Test Results;

- Municipal account;
- Company information;
- 12 Months Statement (Dumping Information);
- Latest disposal permit.

SECTION 1.5: EVALUATION CRITERIA

- This bid entails administrative compliance and functionality as a criteria for evaluation, therefore it will be evaluated in two phases.
- The first phase will evaluate administrative compliance according to the criteria listed. The second phase will evaluate functionality according to the criteria listed.
- The validity period of the bid is 90 days.

1.5.1 PHASE 1: ADMINISTRATIVE COMPLIANCE EVALUATION MANDATORY DOCUMENTS.

- **ANY BIDDER WHO DOES NOT FULFILL THESE REQUIREMENTS MAY BE DISQUALIFIED AND NOT EVALUATED FURTHER.**

1.5.1.1 CENTRAL SUPPLIER DATABASE REGISTRATION SUMMARY

- Please attach the CSD registration summary not older than 1 month

1.5.1.2. 2. SARS TAX COMPLIANCE PIN

- A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.5.1.3. BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- Please attach the company's original or certified BBBEE certificate
- Failure to submit the required certificate will not lead to disqualification, however preference points will not be awarded.

1.5.1.4. MUNICIPAL ACCOUNTS OF THE COMPANY

- Please attach the municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days

1.5.1.5. MUNICIPAL ACCOUNT(S) OF COMPANY DIRECTORS

- Please attach the municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days

1.5.2 PHASE 2: FUNCTIONALITY EVALUATION

The following conditions will apply:

Only tenderers that score a minimum of 75% (75 points) out of 100 for Functionality will be considered for further evaluation.

Toilet delivery and collection will be payable within a 100 km radius from the Gamagara Local Municipality Main Office (Kathu). Any distance beyond 100 km will be for the bidder's account unless otherwise agreed with the Municipality

Only tenderers that score above the minimum threshold of 75% of the maximum points for Quality (Functionality) will be considered.

Criteria	Points	Tenderer's Score (Tenderers need not to score themselves)
1. Availability of Toilets (Owned / Leased)	50	
2. Reference Letters (Previous Similar Work)	40	
3. Bank Rating	10	
TOTAL =	100	

GUIDANCE INFORMATION ON CRITERIA SET OUT ABOVE:

AVAILABILITY OF TOILETS (OWNED / LEASED)

A MAXIMUM OF 25 OWNED TOILETS SHOULD BE OWNED OR AVAILABLE FOR HIRE BY THE SERVICE PROVIDER FOR THE BIDDER TO ATTAIN A FULL 50 POINTS SCORE. ONE OWNED TOILET WILL BE AWARDED TWO POINTS AND FOR HIRED TOILET WILL BE AWARDED 1 POINT.

Maximum Toilets Considered: 25

Maximum Score: 50 Points

Bidders must provide proof in the form of:

1. Asset register or proof of ownership or proof of purchase
2. Lease agreements or supplier confirmations for number of toilets to be hired toilets

Criteria	Number of Toilets	Tenderer's Score (Tenderers need not to score themselves)
1. Owned Toilet – (2 Points per toilet)		
2. Hired / Leased Toilet (1 Points per toilet)		
TOTAL =		

3. REFERENCE LETTERS (PREVIOUS SIMILAR WORK)

Reference letters must:

1. Be on official client letterhead
2. Be signed and stamped
3. Relate to similar sanitation / toilet hire services
4. Be accompanied by proof of appointment or purchase order (where applicable)
5. Be not older than 10 years
6. Reflect a minimum value of not less than R10 000 per appointment

Number of Valid Reference Letters	Points	Tenderer's Score (Tenderers need not to score themselves)
1. 5 or more	40	
2. 3 – 4	30	
3. 1 – 2	20	
TOTAL =		

BANK RATING

Commercial risk should be considered before appointment of a service provider. Tenderers must ensure that they are compliant with financial bank classification as to not pose a financial risk to the project.

The tenderer must attach to this page, a bank account rating for the tender amount issued and certified by the banking institution, NOT OLDER THAN 6 MONTHS and for a MINIMUM OF R 0.25 MILLION.

NB: For maximum 10 points

Bank Rating	Description	Points	Tenderer's Score (Tenderers need not to score themselves)
1. Code A	Indisputable for enquiries	10	
2. Code B	Good for the amount mentioned	8	
3. Code C	Good for the amount	5	
TOTAL =			

SECTION 1.6: MUNICIPAL RATES AND SERVICES

Names of Directors	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

- **If the directors of the company are leasing, the lease should be attached.**
- **If the directors reside in rural areas, a proof residence from the tribal authority must be submitted.**
- **Failure to submit may result in disqualification.**

Name of bidder/company	Physical residential address of the company	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

- **If the company is leasing, the lease should be attached.**
- **If the company operates in rural areas, a proof business address from the tribal authority must be submitted.**
- **Failure to submit may result in disqualification.**

- 1.6.1. Company municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- 1.6.2. The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days.
- 1.6.3. Company director/s' municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable)
- 1.6.4. The account must not be, older than one month prior to the closing date of this tender and owing for more than 90 days.

1.6.5. In case of the joint venture, both companies must submit municipal account / lease agreement / proof of residence from tribal authority (whichever is applicable).

DECLARATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE
STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

SECTION 1.7: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs / Ms

..... acting in his/her capacity as

..... of the business trading as

..... to sign all documentation in connection with

Tender **GM2026/138 PROVISION OF TEMPORARY SANITATION SYSTEM FOR 3 YEARS**

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of board resolution for their Authorised Signatory, it is not necessary to complete this form.

SECTION 1.8: MUNICIPAL BIDDING DOCUMENTS

1.8.1 MBD1: INVITATION TO BID

PROVISION OF TEMPORARY SANITATION SYSTEM FOR 3 YEARS

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAMAGARA LOCAL MUNICIPALITY

BID NUMBER:	GM2026/138	CLOSING DATE:	28 MAY 2026	CLOSING TIME:	10:00
DESCRIPTION	PROVISION OF TEMPORARY SANITATION SYSTEM FOR 3 YEARS				
Briefing session	N/A	Time	N/A	N/A	Compulsory N/A

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

Cnr Hendrik van Eck & Frikkie Meyer Roads

Kathu

8446

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	R
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Sanitation	
CONTACT PERSON	Mrs J Nampa		CONTACT PERSON	Mr T Modise	
TELEPHONE NUMBER	053 723 6000		TELEPHONE NUMBER	053 723 6000	
E-MAIL ADDRESS	nampaj@gamagara.gov.za		E-MAIL ADDRESS	modiset@gamagara.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE:

1.8.2 MBD 3.1 – PRICING SCHEDULE – FIRM PRICES

Pricing Schedule – Bill of Quantities

Pricing Schedule: A

1. Option 1: 0 Km – 10 Km Radius: Refers To Delivery Around Dibeng Area and Dibeng Oxidation Ponds Including Olifantshoek Area and Olifantshoek Oxidation Ponds.

				Escalation to a maximum of between 0-6% will be considered yearly		
Description	unit	Qty	Rate (Daily)	Amount (Year 1)	Amount (Year 2)	Amount (Year 1)
Foot flush toilet per months	each	1				
Foot flush toilet per months (For Persons with Disability)	each	1				
Daily chemical service and disposal (Inclusive of dumping site transportation)	each	1				
5 sets of keys and a lock: Once-off	each	1				
Delivery fee (once-off) per Kilometre (Km)	km	1				
Collection fee (once-ff) per Kilometre (Km)	km	1				
Sub-Total						
VAT @ 15%						
Total						

Pricing Schedule: B

1. Option 2: 20 Km – 30 Km Radius: Refers To Deliveries From Kathu Area and Dibeng Oxidation Ponds.

				Escalation to a maximum of between 0-6% will be considered yearly		
Description	unit	Qty	Rate (Daily)	Amount (Year 1)	Amount (Year 2)	Amount (Year 1)
Foot flush toilet per months	each	1				
Foot flush toilet per months (For Persons with Disability)	each	1				
Daily chemical service and disposal (Inclusive of dumping site transportation)	each	1				
5 sets of keys and a lock: Once-off	each	1				
Delivery fee (once-off) per Kilometre (Km)	km	1				
Collection fee (once-ff) per Kilometre (Km)	km	1				
Sub-Total						
VAT @ 15%						
Total						

Pricing Schedule: C

1. Option 3: 50 Km – 60 Km Radius: Refers To Deliveries From Kathu Area and Olifantshoek Oxidation Ponds, Babathas Area to Dibeng Oxidation Ponds.

				Escalation to a maximum of between 0-6% will be considered yearly		
Description	unit	Qty	Rate (Daily)	Amount (Year 1)	Amount (Year 2)	Amount (Year 1)
Foot flush toilet per months	each	1				
Foot flush toilet per months (For Persons with Disability)	each	1				
Daily chemical service and disposal (Inclusive of dumping site transportation)	each	1				
5 sets of keys and a lock: Once-off	each	1				
Delivery fee (once-off) per Kilometre (Km)	km	1				
Collection fee (once-ff) per Kilometre (Km)	km	1				
Sub-Total						
VAT @ 15%						
Total						

Pricing Schedule: D

1. Option 4: 70 Km – 80 Km Radius: Refers To Deliveries From Babathas Area and Olifantshoek Oxidation Ponds.

				Escalation to a maximum of between 0-6% will be considered yearly		
Description	unit	Qty	Rate (Daily)	Amount (Year 1)	Amount (Year 2)	Amount (Year 1)
Foot flush toilet per months	each	1				
Foot flush toilet per months (For Persons with Disability)	each	1				
Daily chemical service and disposal (Inclusive of dumping site transportation)	each	1				
5 sets of keys and a lock: Once-off	each	1				
Delivery fee (once-off) per Kilometre (Km)	km	1				
Collection fee (once-ff) per Kilometre (Km)	km	1				
Sub-Total						
VAT @ 15%						
Total						

Summary of Schedule:

Item	Description	unit	Quantity	Rate (Daily)	Amount
1	Pricing Schedule: A	each	1		
2	Pricing Schedule: B	each	1		
3	Pricing Schedule: C	each	1		
4	Pricing Schedule: D	each	1		
Sub-Total					
VAT @ 15%					
Total					

Important

- Tender will be awarded to one bidder.
- The Municipality will only allow a maximum annual price increase of between 0- 6% to be factored in for year 2 and year 3.
- Bidders must quote for each line and column in the respective pricing schedules, failure to quote as stated will render a bid non-responsive.
- The rates supplied will be fixed for year 1, escalation of costs will be allowed for year 2 and year 3. All costs (labour, material and transport) must be included in the price.

1.8.3 MBD 4: DECLARATION OF INTEREST

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

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

3.2. Identity Number:

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

3.4. Company Registration Number:

3.5. Tax Reference Number:.....

3.6. VAT Registration Number:

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

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

3.8.1. If yes, furnish particulars.

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

(a) a member of –

- (i) any municipal council;**
- (ii) any provincial legislature; or**
- (iii) the national Assembly or the national Council of provinces;**

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1. If yes, furnish particulars.

Section 3.9.1: Record of service of the state

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

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

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

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

* Insert separate page if necessary

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

3.10.1. If yes, furnish particulars.

.....

.....

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

3.11.1. If yes, furnish particulars

.....

.....

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

3.12.1. If yes, furnish particulars.

.....

.....

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

3.13.1. If yes, furnish particulars.

Section 3.13.1: Record of spouses, children and parents in the service of the state

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

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

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

* Insert separate page if necessary

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

3.14.1. If yes, furnish particulars:

.....

1.8.4 MBD 6.1 PREFERENCE POINTS CLAIM FORM

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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.

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

Goals	80/20	90/10
Locality	10	05
B-BBEE Status Level Contributor	10	05

1.3.4 For B-BBEE points the below table shall apply:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01

8	01	0.5
Non-compliant contributor	00	0.0

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- 1.3.10 Locality points shall be allocated as follows:

Locality	Number of Points for Locality 80/20	Number of Points for Locality 90/10
Within boundaries of Gamagara Local Municipality	10	05
Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province	05	2.5
Outside boundaries of the Northern Cape	0.00	0.00

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.

- ii. Proof of residence in the bidder's name.
- iii. Bank statement with the bidder's address.
- iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
LOCALITY	10
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the

tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
LOCALITY		10		
B-BBEE STATUS LEVEL OF CONTRIBUTOR		10		

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.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

1.8.5 MBD 7.2-CONTRACT FORM RENDERING OF SERVICES (PART 1)

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser 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:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	
.....	

1.8.6 MBD 7.2- CONTRACT FORM RENDERING OF SERVICES (PART 2)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
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 AND CONTENT (if applicable)
				N/A

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

1.8.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

1.8.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

:_____ that :

(Name of Bidder)

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be

restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 1.9: CHECKLIST TO TENDER DOCUMENT

Please confirm if all the following required documentation are attached to your tender document **(to be completed by the Bidder)**:

	YES	NO
Central Supplier Database registration summary report attached?		
SARS Tax Compliance Pin attached?		
BBBEE Certificate or Sworn Affidavit attached?		
Authority to Sign a Bid Is the form duly completed and/or is a certified copy of the resolution attached?		
Copy of the latest (month prior to tender closure) <u>municipal accounts/lease agreement/letter from tribal authority</u> of the bidding company attached?		
Copy of the latest (month prior to tender closure) <u>municipal accounts/lease agreement/letter from tribal authority</u> of the all the directors of the company attached?		
MBD 3.1 (Pricing schedule) Is the form duly completed?		
MBD 4 (Declaration of Interest) Is the form duly completed and signed?		
MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed?		
MBD 7.2 (Contract form) Is the form duly completed and signed?		
MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?		
MBD 9 (Certificate of independent Bid determination)		