

**APPOINTMENT OF PANEL OF TERM CONTRACTS FOR THE SUPPLY OF WATER AND WASTEWATER TREATMENT WORKS
CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY**



SEKHUKHUNE
District Municipality

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

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BIB NO.: SK8/3/1-02/2023/2024

PROCUREMENT DOCUMENT

Registered Name of Bidder:

Trading Name of Bidder:

Registration No. of Entity:

Postal address of Bidder:

Contact Person:

Tel. No:

E-mail Address:

Cell No:

Fax No:

Tender Amount:

**TECHNICAL ENQUIRIES: Director: Infrastructure
Water Services
Mr. Floyd Mashele**
Sekhukhune District Municipality
Private Bag X8611
Groblersdal
0270
Tel: (013) 262 7535

**SCM ENQUIRIES: Supply Chain Manager
Mr. Voster Masemola**
Sekhukhune District Municipality
Private Bag X8611
Groblersdal
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Tel: (013) 262 7656

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

YOU ARE HEREBY INVITED TO BID FOR THE SUPPLY, HANDLE AND DELIVERY OF WASTE AND WATER TREATMENT WORKS CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY

TENDER DETAILS

TENDER NUMBER:	SK8/3/1-02/2023/2024					
TENDER TITLE:	APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO SUPPLY, HANDLE AND DELIVER WASTE AND WATER TREATMENT WORKS CHEMICALS WITHIN SEKHUKHUNE DISTRICT MUNICIPAL AREAS FOR THE PERIOD OF 36 MONTHS.					
CLOSING DATE:	19/06/2023	CLOSING TIME:		11H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	NONE	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:			N/A	
BID BOX:	Situating at: Groblersdal AB Sikhosana Fire Station, the bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.				

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

NAME OF TENDERER:		
NAME OF CONTACT PERSON		
PHAL ADDRESS:		POSTAL ADDRESS:
TELEPHOYSICNE #:		FAX NO:
E-MAIL ADDRESS:		
Total for Item 3 on page 87:		
DATE:		
SIGNATURE OF TENDERER:		
CAPACITY UNDER WHICH THIS BID IS SIGNED:		

PLEASE NOTE:

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

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
TECHNICAL ENQUIRIES	F Mashele	013 262 7535
ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	H.L Nkadimeng	013 262 7300
	V. Masemola	013 262 7656

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CHECKLIST

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

Authority for Signatory (Compulsory)	YES		NO	
Certificate of Authority for Joint Venture (Compulsory where applicable)	YES		NO	
Certified copy of identity documents for directors (compulsory)	YES		NO	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (Compulsory)	YES		NO	
Copy of Company Registration Documents or CK1 for Close Corporations (Compulsory)	YES		NO	
Form of offer to be properly signed (Compulsory)	YES		NO	
Declaration of Interest (MBD4) (Compulsory)	YES		NO	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (Compulsory)	YES		NO	
Certificate of Independent Bid Determination (MBD9) (Compulsory)	YES		NO	
Bids exceeding R10 million (Compulsory if Applicable) - If the estimated value of the transaction exceeds R10 million, the bid documentation must require the bidders to furnish: - if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements - - for the past three years, or - since their establishment if established during the past three years A certificate signed by the bidder certifying that the bidder and any of its directors has no undisputed commitments for municipal services	YES		NO	

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towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
Valid Tax Clearance Certificate Issued by the South African Revenue Service or PIN (compulsory)	YES		NO	YES
CSD Registration/CSD Summary Report (compulsory)	YES		NO	YES

Note: The meaning of the cursive type for each Form is as follows:

- Compulsory: Documentation or Information that must be submitted with the tender (Failing to submit any if the document may result in the tender being deemed

T 1.2. TENDER NOTICE & INVITATION TO TENDER

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SK8/3/1-02/2023/2024

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Tender documents, in English, are obtainable from Friday, 19 May 2023, at Bareki Mall Cnr. Van Riebeeck and Chris Wild Street Sekhukhune District Municipality offices from Cashiers; Tel: 013 262 7300 between 07h30 and 16h30 upon payment of a tender participation fee of R1000-00 per set. Alternatively, the document may be downloaded free of charge from the website: www.etenders.gov.za .

Sealed tenders, with: "Tender No.: **SK8/3/1-02/2023/2024: Appointment of Panel of Term Contracts for The**

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Supply Of Water and Wastewater Treatment Works Chemicals for Three (3) Years Within Sekhukhune district municipal areas for the period of 36 months.” clearly enclosed on the envelope, must be deposited in Tender Box at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW. Bids may only be submitted on the bid documentation issued by Sekhukhune District Municipality.

The closing date and time of the tender is on 19 June 2023 at 11h00 and tenders will be opened in public immediately thereafter at AB Sikhosana Fire station offices of Sekhukhune District Municipality, next to Groblersdal WTW.

Tenders must be valid for 90 days after the closing date. Tender shall be evaluated in terms of the Preferential Procurement Regulations, 2022 and bidders may claim preference points in terms of Specific Goals.

Sekhukhune District Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of Sekhukhune District Municipality.

2. TENDER DATA

Clause #	
	The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure F of the September 2015 edition of the CIDB Standard for Uniformity in Construction Procurement (Board Notice 187 of 2015 - refer to www.cidb.org.za). The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
F.1.1	General: The Employer is Sekhukhune District Municipality, as stipulated in the Tender Notice and Invitation to Tender as on page 6 of this document.
	Tender documents: The tender documents issued by the Employer comprise: PART T1: TENDERING PROCEDURES

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F.1.2	T1.1: Tender Notice and Invitation to Tender T1.2: Tender Data PART T2: RETURNABLE DOCUMENTS T2.1: List of Returnable Documents T2.2: Returnable Schedules PART C1: AGREEMENTS AND CONTRACT DATA C1.1: Form of Offer and Acceptance C1.2: Contract Data C1.3: Form of Guarantee C1.4: Adjudicator's Agreement (if applicable) PART C2: PRICING DATA C2.1: Pricing Instructions C2.2: Bills of Quantities PART C3: SCOPE OF WORKS C3 Scope of Work C3.1 Description of the Works C3.2 Annexes PART C4: CONDITIONS OF CONTRACT
F.1.2	Communication and employer's agent: The employer has no agent acting on it's behalf for the purpose of this tender. The employer's representative for the purpose of communication between the employer and bidders is: Name: Floyd Mashele Address: Sekhukhune District Municipality PO Box 8116 Groblersdal, 0720 Tel: (013) 262 7535 E-mail: mashlele@sekhukhune.gov.za Only information issued formally in writing to bidders by the employer's representative will be regarded as amendments to the tender document
F1.5.	add the following to clause F1.5.1. Sekhukhune District Municipality reserves the right to accept all, some, or none of the bids received – either wholly or in part – and it is not obliged to accept the lowest or any bid.
F.2.1	Eligibility: F.2.1. Add the following: Only those bidders who also satisfy the following criteria are eligible to submit tenders: F.2.1.3 Registration as Service Provider: Only those bidders who are registered and verified on Central Supplier Database as service providers or are capable of being so registered prior to the evaluation of submissions, are eligible to submit bids. The Employer will only enter into a formal contract with a bidder who is registered on Sekhukhune District Municipality's Suppliers Database as a service provider.

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	F.2.1.2 Local office: F.2.1.5 Key personnel: The following personnel certified qualifications and cv must be attached as the work team to assist the bidder to execute task of the bidder and available for the envisaged appointments: 1. Project Manager who is a registered with Engineering Council of South Africa with at least five years verifiable post graduate experience in the water services. The person must demonstrate competence in water services experience and qualification and/or completion of BTech/NDip and /or Bsc in Water Care). The Person must have acted as the „Project Leader“ after completing of BEng / BTech/NDip and /or Bsc in Water Care). with Chemical Engineering or Bsc in Water Care studies in water services Works for at least three years. F.2.1.6 Functionality Evaluation: Bids will be subjected to a Functionality evaluation process, based on specific quality criteria. Only bidders who attain a minimum score of 70 points or more for quality will be considered for further evaluation. Bids that score less than 70% will be rejected as non-responsive. Note:
F.2.7	Clarification meeting: There will be no bid clarification meeting.
F.2.13	If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be submitted to SDM infrastructure and water services. Calculations, drawings and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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	Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed
F.2.13	Submitting a bid: F.2.13.3 Each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies. F.2.13.2 The tender shall be signed by a person duly authorized to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the
	participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. F.2.13.5 The employer's address for delivery of bids and identification details to be shown on each tender offer package is: Location of tender box: Sekhukhune District Municipality, AB Sikhosana Fire Station, Groblersdal next to WTW, Identification Details: TENDER No. SK8/3/1-02/2023/2024: APPOINTMENT OF PANEL OF TERM CONTRACTS FOR THE SUPPLY OF WATER AND WASTEWATER TREATMENT WORKS CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY F.2.13.6 A two-envelope procedure will not be followed.
F.2.14	The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	Tender offer validity: The tender offer validity period is 90 days
F.2.17	Clarification of tender offer after submission: Add the following to F.2.17: A tender may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.23	The tenderer is required to submit the following certificates with his tender: 1. A certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days 2. A particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT); 3. A valid Tax Clearance Certificate issued by the South African Revenue Services or SARS verification number
F.3.2	Opening of tender submissions: Add the following to F3.2: The time and location for opening of the tender offers are: Time: 11h00 on Monday 19 June 2023; Location: AB Sikhosana Fire Station board room, Sekhukhune District Municipality
F3.4	The time and location for opening of the tender offers are in accordance with F.2.14
F3.8	Test for responsiveness: Add the following to F3.8:

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	Bids will be considered non-responsive if, inter alia: - the bid does not comply with the eligibility criteria listed in F2.1 above. - the bidder has failed to clarify issues, or to submit any supporting documentation, within the time for submission
	stated in the employer's written request. - Only bidders that have met the pre-qualification process will be evaluated for functionality
F3.11	The procedure for the evaluation of responsive tenders is Quality/functionality and Preference. Evaluation of Bid offers: F.3.11.5 Add the following: The procedure for the evaluation of responsive tenders will be Method 2: Preferences and quality, where quality will be assessed for functionality purposes. Evaluation stages: Stage 1: Assessment of eligibility (i.e. general completeness) and responsiveness; Stage 2: Assessment of quality/functionality in terms of minimum threshold for functionality. The functionality evaluation will be subdivided into the following evaluation categories: Company's relevant experience Key Personnel Relevant experience The minimum number of functionality points is 70 out of 100. Tender offers that fail to score this minimum number of functionality points will be rejected. Refer to the Functionality Evaluation guide sheet, and Returnable schedules on pages 72 to 81 for detail on the submissions required to score points for quality. Bidders are advised to carefully study this sheet and schedules, to ensure that sufficient relevant information is provided for each discipline/category tendered for. Tenderers that fail to supply the information requested in any of the schedules with their tender offers will score zero on Quality/Functionality points in the particular regard.
F3.12	Tenderers are advised to study: when completing Schedule and claiming points.
F3.13	<u>DOCUMENTS TO SUBMIT</u> 1. Valid Tax Clearance Certificate. 2. Copy of Company registration Documents 3. Proof that Municipal Rates are not in arrears for more than thirty (30) days for both company and directors. 5. Joint Venture agreement If applicable 6. Authority of signatory 7. The bidder should submit three years audited annual financial statement. 8. No CIDB grading required. TENDER OFFERS WILL ONLY BE ACCEPTABLE ON CONDITION THAT THE: a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer. b) A valid Tax Clearance Certificate is included with this tender. c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Tenderer's health and safety plan, is included with his tender submission. d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with this tender.

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	e) The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection. f) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. g) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. h) The Tenderer or any of its principals, directors or managers in not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission. i)The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: j. Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract. k. Having acted in a fraudulent or corrupt manner in obtaining or executing this Contract; l.Having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour. m.Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tenderer to be submitted by either party. n.Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. p.The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already.
F.4	Additional Conditions of Tender: The additional conditions of tender are:
F.4.1	Invalid bids: Bids shall be considered invalid and shall be endorsed and recorded as such in the bid opening record, by the responsible official who opened the bid, in the following circumstances: (a) if the tender offer is not submitted on the Pricing Schedule bound into this tender document (page 87); (b) if the tender is not completed in non-erasable ink; (c) if the offer has not been signed; (d) if the offer is signed, but the name of the bidder is not stated or is unrecognizable; (e) If masking fluid has been used to make corrections on the tender document.
F.3.18.	Copies of the contract Add the following: The number of paper copies of the signed contract to be provided by die Employer is one
	<i>The contract period is three years from the date of appointment with an option for extension.</i>

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

PART T2 : RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents**
- T2.2 Returnable Schedules**

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

PART T2: LIST RETURNABLE DOCUMENTS

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

T2.2 List of Returnable Schedules

1.	Authority for Signatory (Compulsory)
2.	Join Venture Agreement (Compulsory if Applicable)
3.	Certified copy of identity documents for directors
4.	Compulsory Enterprise Questionnaire-SCHEDULE 1A (Compulsory
5.	Copy of Company Registration Documents or CK1 for Close Corporations
6.	Form of offer to be properly signed (Compulsory)
7.	Declaration of Interest (MBD4) (Compulsory)
8.	MBD 5 (required for evaluation) Documentation if Tender Exceeds R10 Million (Compulsory if Applicable) -Three years audited financial statements for those transactions above R10million. -A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days in accordance with regulation 21 (ii).

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	-The Municipal rates for the bidder and its directors in respect of which payment is not overdue for more than 30 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable. (Compulsory).
10.	Declaration of Bidder's Past Supply Chain Management Practices (MBD8) (Compulsory)
11.	Certificate of Independent Bid Determination (MBD9) (Compulsory)
13.	Proof of COIDA
14.	Valid Tax Clearance Certificate Issued by the South African Revenue Service or PIN issued by SARS
15.	CSD Registration/CSD Summary Report

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CERTIFICATION BY THE BIDDER

NAME OF BIDDER: _____

Do you have undisputed commitments for municipal services towards
a Municipality or other service provider in respect of which payment
is overdue for more than 30 days in accordance with regulation 21(d)
(ii)? NO ☐ YES ☐ (please mark with X on the relevant box).

I also authorize the municipality to do verification on the above
information.

BIDDER REPRESENTATIVE: _____

NAME OF MUNICIPALITY: _____

Signature: _____

Date: _____

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EVALUATION CRITERIA

All service provider (bidders) who obtained over 70 points will be considered for further evaluation.

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

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

- **STAGE 1: SCREENING PROCESS**

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

- **STAGE 2: FUNCTIONALITY EVALUATION**

Only bidders that have met the pre-qualification process will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal (evaluated on the minimum functional terms of reference). Bidders who score a minimum points of 70 points or more out of 100 percent on functionality will be eligible to go for further evaluation.

ITEM	CRITERIA	CRITERIA DISCRIPTIONS	WEIGHT
		STAGE 1 OF EVALUATION-FUNCTIONALITY	100
		1. Company previous experience in the supply, handling & delivery of bulk water chemicals (Appointment letters & reference letters with stamp of the institution)	20 Points
		1.1 One (1) to two (2) appointment letters for the supply of bulk	5

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A	Relevant Experience	chemicals for water services infrastructure.	
		Three (3) to five (5) appointment letters for the supply of bulk chemicals for water services infrastructure.	10
		1.3 Six (6) and above appointment letters for the supply of bulk chemicals for water services infrastructure.	20
B	Quality of product	- Bidder without SHEQ & quality management policy certified by manufacturer =0 points - Bidder with SHEQ & quality management policy certified by manufacturer =10 points	10 Points
		- Company without certificate indicate that the product offered complies with respective SANS standard or equivalent EN standard for chemicals used for human consumption =0 points - Company with certificate indicate that the product offered complies with respective SANS standard or equivalent EN standard for chemicals used for human consumption =10	10 Points
		- If, bidder doesn't have proof of Jar test reports for quality of raw water within SDM jurisdiction. =0 points - Proof of Jar test reports for quality of raw water within SDM jurisdiction. =10 points	10 Points
C	Supply chain logistics	- If, bidder is not the Manufacturer and he/she doesn't supported by written signed agreements with cover letter by manufacturer =0 points - If, bidder is not the Manufacturer he/she must supported by written signed agreements with cover letter by manufacturer =10 points	10 Points
		- If, bidder doesn't have authorization/permit letter for the transportation of hazardous chemicals=0 points. - The bidder must provide evidence of authorization/permit letter for the transportation of hazardous chemicals=10 points.	10 Points
		- Without compliance to 2 days lead time=0 points - Compliance to 2 days lead time=5 points	5 Points

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D	Human Resources capacity	Project manager with relevant qualifications and experience. (National Diploma or B Tech degree in chemical Engineering or Degree in Water Care)	15 Points
		One (1) to two (2) years relevant working experience	5
		Three (3) to Five (5) years relevant working experience	10
		Six (6) and above years relevant working experience	15
E	Locality		10 Points
		Bidders residing within Sekhukhune District Municipality.	10
		Bidders residing within Limpopo province outside Sekhukhune District Municipality	5
		Bidders residing outside Limpopo province Sekhukhune District Municipality	2
		Total	(100) points

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

1. OBJECTIVE

The purpose of the terms of reference is to enable Sekhukhune District Municipality to appoint suitable service providers to supply, handle and deliver Water and Wastewater Treatment Work Chemical for operations and maintenances division for the duration of (3) three years.

2.BACKGROUND

Sekhukhune District Municipality (SDM) is the Water Services Authority within the district and is also a Water Services Provider (WSP) in other areas. The Municipality has an obligation to provide portable, sustainable and uninterrupted water to the consumers within its area of jurisdictions. The Operation and Maintenance is a division within the department of Infrastructure and Water Services (IWS) which plays an important role in ensuring that the sewer final effluent is thoroughly treated before it can be discharged to the streams and rivers, water is well treated before it can be supplied to the consumers as mandated by the Constitution and other legislative regulations and/or Acts.. The Sewage treatment works through its chemical dosing process removes contaminants from municipal wastewater mainly from household sewage plus some industrial wastewater and water treatment works through its chemical dosing process removes contaminants to make water potable (drinkable) and palatable (pleasant to taste) while also ensuring that there is a sufficient supply of water to meet the community's demand. Various chemicals are required for the all the treatment guide by the Jar test that is done per the WTW.

The division is obliged to operate and deals with the treatment of following water infrastructure components including but not limited to the following: -

- Water Treatment Works
- Boreholes Water
- Reservoirs Water
- Waste Treatment Works
- Wells water

The O&M section is required to operate and treat water from the above-mentioned assets. Currently some of sewer treatment are not complying with IRIS compliance criteria. The appointment of panel of service providers on term contracts will assist with the supply of

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chemicals timeously to avoid shortage of chemicals at the plants. This will assist by shorten the lengthy procurement process as and when the chemicals are finished and required.

3. PROJECT AIM

The main purpose of this Terms of Reference is to outsource the service of supply, handling and delivery of chemicals to boreholes, wells, water and wastewater treatment works for all water system components that required delivery. For administrative purpose operational and maintenance division are divided into the following three clusters and depots: -

a. Tubatse Regional cluster with the following depots:

- Leboeng.
- Moroke
- Mapodile
- Penge/Praktiseer.
- Apel
- BB/Kloof

b. Elias Motsoaledi and Ephraim Mogale Regional cluster with the following depots:

- Motetema/Tafelkop.
- Monsterlus
- Uitspannung.
- Zamenkomste /Maklerekeng.
- Moganyaka
- Elandskraal
-

c. Fetakgomo and Makhuduthamaga Regional cluster with the following depots:

- Masemola.

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- Nebo
- Schoonoord

The service providers appointed are expected to assist the municipality by supplying chemicals quickly as and when they are given an order, provide value for money and quality as and when they are supplying chemicals. Sizes and quantities of orders will not be guaranteed; however, orders will be issued as when their services required by the client and the supplier will be required to quote based on the amount quoted in the bid document. The policy and standard rates on how rotation of the terms contract should be done will be developed.

4. SCOPE OF WORK

The items below are scope of works for the supply water treatment chemicals within the entire SDM.

4.1 SUPPLY WATER TREATMENT CHEMICALS

- Installation of package plants
- Refurbishment dosing related pumps and electrical components at package plants
- Replacement and repair of chemical dosing related items
- Installation of dosing system
- Supplying of water treatment chemicals
- Assessment of both sewer and water treatment works compile a report for management
- Capacity building to process controllers
- Conduct jar test seasonally

5. RESOURCES (EQUIPMENT AND HUMAN)

The works under this contract requires plant and equipment like:

- Authorized chemical transit vehicle or truck
- The service provider must be accredited to supply hazardous chemicals.

All technical works must be done by professional artisans with at least 2 years applicable experience where needed as follows:

- * Electricians: Qualified and registered electricians
- * Chemical Engineering: Qualified and/or Experienced Chemical Engineering works and Water Care

6. DURATIONS AND DELIVERABLES OF THE CONTRACT.

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The duration of the contract will be thirty six (36) months, the commencement date will depend upon the signing of the contract.

Sizes and quantities of orders will not be guaranteed, however orders will be placed as when required by the client and the supplier will be required to quote based on the amount quoted in the bid document.

- The Service Provider must attach the detailed programme indicating the period that it will take to complete the Work to be undertaken for the Municipalities.
- All deliveries must accompanied by both certificate of analysis and materials safety data sheet.
- All service provider are liable to collect their empty cylinder with additional to the Municipality.

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

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10. AUTHORITY OF SIGNATORY

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

Full name and surname of ALL Director(s) / Member (s)							
1.		2.					
3.		2.					
5.		6.					
7.		8.					
9.		10.					
Is a CERTIFIED COPY of the resolution attached?				YES		NO	

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SIGNED ON BEHALF OF COMPANY / CC		DATE	
PRINT NAME:			
WITNESS 1		WITNESS 2	

11. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

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

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

sign

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

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

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

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(iv) Name of			
Addresses			
		Tel:	
Signature		Designation:	

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

.....

Signature of Sole owner

As Witnesses: 1.

2. Date

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12. CERTIFIED COPY OF IDENTITY DOCUMENTS FOR DIRECTORS

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13. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number:

Section 2: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

a member of any municipal council

an employee of any provincial department, national or provincial public entity or constitutional institution within the

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

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

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

* Insert separate page if necessary

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

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

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

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* Insert separate page if necessary

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

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

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

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

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

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

Signed Date

Name Position

Enterprise name

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

PARTNERSHIP

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

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

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

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WITNESS 1:		WITNESS 2:	
------------	--	------------	--

CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____
_____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms.
_____. To sign this offer as well as any contract resulting from this tender and any other
documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.
The following particulars in respect of each consortium member must be provided and signed by each
member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNATURE ON BEHALF OF PARTNERSHIP:			
PRINT NAME:			
SIGNATURE:		DATE:	
WITNESS 1:		WITNESS 2:	

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

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

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15. FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the **APPOINTMENT OF PANEL OF TERM CONTRACTS FOR THE SUPPLY OF WATER AND WASTEWATER TREATMENT WORKS CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY**

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

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

The offered total of the prices inclusive of Value-Added Tax is:

.....
.....

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

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

Name and signature
of witness Date

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2. ACCEPTANCE

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

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

Part C2 : Pricing data

Part C3 : Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature(s)

Name(s)

Capacity

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

Name and signature of witness

Date

**APPOINTMENT OF PANEL OF TERM CONTRACTS FOR THE SUPPLY OF WATER AND WASTEWATER TREATMENT WORKS
CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY**



SEKHUKHUNE
District Municipality

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

16. DECLARATION OF INTEREST - MBD 4

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

3.1	Full Name of bidder or his or her representative																					
3.2	Identity Number	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
3.3	Position occupied in the Company (director, trustee, shareholder²):																					
3.2	Company Registration Number:																					
3.5	Tax Reference Number																					
3.6	VAT Registration Number																					

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

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

1. a member of –
 - i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
2. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

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

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Initial:

(f) an employee of Parliament or a provincial legislature ² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		No	
3.9.1	If so, furnish particulars:				
3.10	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.10.1	If so, furnish particulars:				
3.11	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.11.1	If so, furnish particulars:				
3.12	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		No	
3.12.1	If so, furnish particulars:				
3.13	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		No	
3.13.1	If so, furnish particulars:				

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3.12	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	
------	---	-----	--	----	--

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

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

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

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

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

1.2 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

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

1.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

1.3 If yes, provide particulars.

.....

.....

.....

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

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2.1 If yes, furnish particulars

.....

.....

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

2.1 If yes, furnish particulars

.....

.....

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- The applicable preference point system for this tender is the 80/20 preference point system.
- a) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

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3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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

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:

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- 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 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 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 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 80/20 preference point system.

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

The 80/ 20 preference points system will be used for the acquisition of services, works lor goods up to and including a value of R50 000 000.00.

The tenderer must indicate how they claim points for each preference point system.

The specific goals allocated points in terms of this tender	Number of points allocated. (90/10 system) (To be completed by the organ of state)	Number of points allocated. (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
HDI Specific Goals	10	20		
1 Not having voting rights prior 1994.	6	12		
2 Woman – ownership of more than 50%	1	2		

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Disability ownership of more than 50%	1	2		
HDI youth	1	2		
Locality within SDM jurisdiction	1	2		
TOTAL	10	20		
Non-compliant Bidder	0	0		

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

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the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

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

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

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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

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21. MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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22. MBD 9. CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

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

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

Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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prices;

geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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CHEMICALS FOR THREE (3) YEARS WITHIN SEKHUKHUNE DISTRICT MUNICIPALITY**



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District Municipality

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23. MUNICIPAL RATES AND TAXES

Rates and Taxes for both company and directors not in arrears for more than 30 days in accordance with regulation 21 (d) (ii) or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.

Failure to submit the above will invalidate the tender

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

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24. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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25. PROOF OF CSD REGISTRATION/ CSD SUMMARY REPORT

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

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PRICING DATA AND FORM OF OFFER

PRICING INSTRUCTIONS

This price list has columns for quantity, rate and price for the *goods*. Entries in these columns are made as follows:

If the *Supplier* is to be paid an amount for the *goods* which is a fixed price for an item or a fixed price for each of a series of items, the tendering supplier enters the amount in the price column only, the other two columns being left blank.

If the *Supplier* is to be paid an amount for the *goods* which is the unit rate for each item multiplied by the quantity of the item supplied, (i.e. a 'Bill of Quantities' arrangement) - the tendering supplier enters the rate which is then multiplied by the quantity (which has been entered either by him or by the *Purchaser*) to produce the price which is also entered.

If the *Supplier* is to be paid an amount for an item of the *goods* which is the rate multiplied by the quantity supplied - whatever that quantity turns out to be (i.e. a 'schedule of rates' arrangement) - the tendering supplier enters the rate only, the other two columns being left blank. The tendering supplier's offer cannot include a total of the prices which covers all the items which the *Supplier* has to supply if any of the supply is dealt with using items with a rate only.

Rate only entries must not be made for work covered by other items.

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Price Schedule

ITEM	DESCRIPTION	UNITS	PRICE PER UNIT	TOTAL PRICE		
				YEAR 1	YEAR 2	YEAR 3
1	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 1: Kibbled, in 50kg bags	Kg				
2	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 2: Granular, in 50kg bags	Kg				
3	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 3: Powder, in 50kg bags	Kg				
4	Calcium Hypochlorite, 70% chlorine, type 1, granular, in accordance with the latest issue of SABS specification 295 but excluding the test for loss of availability chlorine. In 4.5 kg plastic bags	Kg				
5	Calcium Hypochlorite, 70% chlorine, type 1, granular, in accordance with the latest issue of SABS specification 295 but excluding the test for loss of availability chlorine. In 25kg plastic drums.	Kg				
6	Chlorine Liquid in accordance with the latest issue of specification CKS 6. In 70 kg cylinders	Kg				
7	Chlorine Liquid in accordance with the latest issue of specification CKS 6. In 925 kg tanks	Kg				
8	Soda Ash (Sodium Carbonate), Technical, in accordance with the latest issue of CKS specification 17, but excluding the test for loss of available chlorine. Type 1 Light Powder (Light Ash). In 25kg containers	Kg				
9	Soda Ash (Sodium Carbonate), Technical, in accordance with the latest issue of CKS specification 17, but excluding the test for loss of available chlorine. Type 2 Light Granular. In 50kg containers	Kg				
10	Sodium Hexamethaphosphate (NaPO ₃), soluble, to contain not less than 67% phosphate, calculated as P ₂ O ₅ (phosphorous oxide). In 20kg polythene-lined paper bags	Kg				

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ITEM	DESCRIPTION	UNITS	PRICE PER UNIT	TOTAL PRICE		
				YEAR 1	YEAR 2	YEAR 3
11	Sodium Hypochlorite for Industrial use, 15% chlorine content, in accordance with the latest issue of SABS specification 296. In 20 litre carboys or plastic containers packed in crates. For quantities of less than 250 litre	L				
12	Sodium Hypochlorite for Industrial use, 15% chlorine content, in accordance with the latest issue of SABS specification 296. In 20 litre carboys or plastic containers packed in crates. For quantities of less than 250 litre and over	L				
13	Water Flocculation Agent, "Floccotan" or similar or equal, based on wattle extract. In 50kg container. Minimum Rd value 1.02	Kg				
14	Water Flocculation Agent, "Floccotan" or similar or equal, based on wattle extract. In 50kg container. Minimum Rd value 1.05	Kg				
15	Ferric-Chloride (FeCl ₃) 42% m/m (should not contain iron in the ferrous form) according to CKS 645. In carboys of 30kg.	Kg				
16	Ferric-Chloride (FeCl ₃) 42% m/m (should not contain iron in the ferrous form) according to CKS 645. In carboys of 305kg.	Kg				
17	Ferric-Sulphate. The mixture should contain 10% Fe ₃ ⁺ m/v and not more than 5g Fe ₂ ⁺ per kg Fe ₃ ⁺ according to CKS 644. In 200 litre drums	L				
18	Lime, Hydrated, type 1, grade 11 in accordance with the latest issue of SABS specification 459. Light brown (In 25 kg bags)	Kg				
19	Lime, Hydrated, type 1, grade 11 in accordance with the latest issue of SABS specification 459. White (In 25 kg bags)	Kg				
20	Poly-Electrolyte consisting only of amines and/or quaternary ammonium derivatives. In 200 litre drum	240KG				
21	Poly-Electrolyte consisting only of amines and/or quaternary ammonium derivatives. In bulk	KG				
22	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. In 200 litre drum	KG				
23	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. In bulk	KG				

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ITEM	DESCRIPTION	UNITS	PRICE PER UNIT	TOTAL PRICE		
				YEAR 1	YEAR 2	YEAR 3
24	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. 240Kg Drums	KG				
25	Disinfecting Liquid Hand Washing Soap 25ℓ	KG				
26	HACH 1] DPD No 1 (250 tablets per box)	Box				
27	HACH 1] DPD No. 3 (250 tablets per box)	Box				
28	HACH 1] DPD No. 4 (250 tablets per box)	Box				
29	HACH 4] Phenol red 100ml bottle	Bottle				
30	HTH Industrial Chlorine chips (In 25 kg plastic drums)	Kg				
31	High grade coarse salt for water softeners (In 50 kg bags)	Kg				
32	HACH Sulfaver 4 Sulphate Reagent (For 25mℓ Sample) 100pkt	Packet				
33	HACH Methyl Orange Indicator Solution 500 Mℓ Bottle	Bottle				
34	HACH Manver 2 Hardness 25mℓ Pp 100pk	Packet				
35	HACH Edta CP 500g	Bottle				
36	HACH Calver 2 Indicator Pp 100pk	Packet				
37	HACH assium Hydroxide Solution 8 N 500mℓ Bottle	Bottle				
38	HACH Hardness 1 Buffer 500mℓ Bottle	Bottle				
39	HACH 9 Fluorides 0.200mgℓ (Spands Rgt) 500mℓ Bottle	Bottle				
40	HACH Nitraver 5 10mℓ (0-30mg/ℓ) Pp 100pk	Packet				
41	HACH Nitraver 5 For 25mℓ (0-30mg/ℓ)100pkt	Packet				
42	HACH Chloride 2 Indicator 100pkt	Packet				
43	Silver Nitrate Powder 500g	Bottle				
44	Idexx sColilerts 18- 200 Per Box	Box				
45	Idexx Quanti Tray 100 Per Box	Box				
46	Idexx 0mℓ Pre Sterilised Vessels with Thiosulphate (Box Of 200)	Box				
47	Pierceable En417 Gas Catridge (200) 190g	Unit				
48	Sampling Bottles Plastic Clear 2ℓ Packet Of 48	Packet				

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ITEM	DESCRIPTION	UNITS	PRICE PER UNIT	TOTAL PRICE		
				YEAR 1	YEAR 2	YEAR 3
49	Sampling Bottles Dark 2ℓ Packet of 60	Packet				
50	Sampling Cell Pack Of Five 10mm Square Plastic	Pack				
51	Sampling Cell Pack Of Six 25mm Square	Pack				
52	Disinfecting Liquid Hand Washing Soap 25ℓ	Bottle				
53	Extran Liquid Soap For Glassware 25ℓ	Bottle				
54	Potassium					
55	HACH Potassium 1 Reagent 25/Pk	Bottle				
56	HACH Potassium 1 Reagent 25/pk	Bottle				
57	HACH Potassium 3 Reagent 100/pk	Bottle				
58	HACH pH Buffer 7 (500mℓ)	Bottle				
59	HACH pH Buffer 9 (500mℓ)	Bottle				
60	Alcohol Thermometers	Unit				
61	Min-Max Thermometer	Unit				
62	Glass Beaker 500mℓ (B Grade)	Unit				
63	HACH DPD Free Chlorine Reagent For 5ml Sample 100 Pkt	Packet				
64	HACH DPD Total Chlorine Reagent For 5ml Sample 100 Pkt	Packet				
65	HTH Reusable Stabilised Chlorine Floater capable of treating up to 70 000 litres of water	No				
66	HTH Stabilized Chlorine Tablets floater refill	Box				
67	Blue and Green drop test kits	Pack				
	TOTAL					

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PART C3: SCOPE OF WORK

1 Description of the *goods*

Give a detailed description of the *goods* which the *Supplier* is to supply, and of any work he is to design. The description must state a purpose for the goods and any constraint (performance specification) on how he is to provide them. Specifications and drawings of the *goods* are listed in a later section of this Goods Information.

The supply contract involves the supply of water purification and softening chemicals to Water Treatment Plants for Sekhukhune District Municipality [as and when required] for a period of three years from the date of appointment. The chemicals include:-

- Alluminium Sulphate, technical grade IV (solids) in accordance with latest issue of SABS specification 1241, type 1, type 2 and type 3.
- Calcium Hypochlorite 70% chlorine type 1 in accordance with latest SABS 295 specifications.
- Chlorine liquid in accordance with CKS 6.
- Soda ash type 1 and 2 in accordance with CKS 6.
- Sodium Hexamethaphosphate (NaPO₃) soluble to contain not less than 67% phosphate.
- Sodium Hypochlorite for industrial use with 15% chlorine in accordance with SABS 296.
- Water Flocculation agent.
- Ferric chloride FeCl₃ according to CKS 645.
- Ferric sulphate according to CKS 644.
- Hydrated lime (light brown and white) in accordance with the latest SABS 459.
- Polyelectrolyte consisting of amines.
- Polyelectrolyte consisting of acrylic acid.
- Poly-aluminium Chloride consisting of polymerized aluminium chloride.
- Stabilised chloride tablets.
- DPD No.1, DPD No.3, DPD No.4, Phenol red and HTH industrial chlorine chips.
- High grade coarse salt for water softeners.

The goods shall be supplied as and when an order is issued by the Purchaser.

BID NO: SK-8/3/1-02/2023/2024

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2.2 Intentions of the *Purchaser* before Completion

Describe any tests and inspections which are to be done before delivery. List any particulars about the goods which are to be supplied before or just after delivery, such as operation manuals, drawings, spares, lists etc. Completion will not apply until these particulars have been complied with.

All goods supplied must be submitted together with

2.3 Particulars to be included on the *Supplier's* Tax Invoice

List any particulars which the *Supplier* is to include in his invoices, such as Purchase order number, date of delivery etc.

The invoice must include the following details: the batch number, batch date of issue and delivery note number and the date of delivery.

3 Services, equipment, materials and other things supplied by the *Purchaser*

3.1 Services and equipment

Describe what the *Purchaser* will supply to the *Supplier* to assist him Provide the Goods. This may include design and inspection provided by the *Purchaser* or shipping agency or transport services.

The *Purchaser* will provide storage facilities of the chemicals in accordance to regulations. The *Supplier* is responsible for transporting and delivery of the chemicals to specified storage facilities at various Water Treatment Plants.

3.2 Materials and other things.

List any 'free issue' Materials and other things which the *Purchaser* will supply.

Item	Date by which it will be supplied
None	

3.3 Arrangements for delivery receipt and off-loading

Describe the arrangements for receipt and off-loading of the goods. Make it clear who is to do the off loading and who provides the equipment for off loading. List the documentation required at time of delivery. Describe any

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special delivery or collection arrangements, and whether any third party is involved in the delivery or collection.

The Supplier will be responsible to offload all chemicals and put them in the storage facility as directed by the Plant Supervisor. The Plant Supervisor will receive the goods.

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4 Programme and planning

Specify what form the programme (if any) is to be in and what information is to be shown on it. If this contract is for a series of Purchase orders, state the anticipated total requirements for the *goods* and the planned rate of delivery.

The purchase orders will be issued by Purchaser as and when required.

5 Specifications

List the specifications applicable to the *goods* and for this contract.

Title	Date or Revision	Tick if publicly available
SABS specification 1241		√
SABS Specification 295		√
CKS specification 6		√
CKS specification 17		√
SABS specification 296		√
CKS specification 645		√
CKS specification 644		√
SABS specification 459		√

6 Drawings

List the drawings applicable to this contract.

Drawing Number	Revision	Title
None.		

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PART C3.4: GENERAL CONDITIONS OF CONTRACT

Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 with the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industry.
 - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14. "GCC" means the General Conditions of Contract.
 - 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16. "Imported content" means that portion of the bidding price represented by the cost of

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components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.18 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.19 "Project site," where applicable, means the place indicated in bidding documents. 1.21 "Purchaser" means the organization purchasing the goods.
- 1.20 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract.
- 1.21 "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.
- 1.22 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

2. Use of contract documents and information; inspection.

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the

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performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 except for purposes of performing the contract.

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.22

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by

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the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with 25 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.2 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

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

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14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

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20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (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 intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

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provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and 31

29. Governing language

(b) aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

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33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1. In terms of section

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

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

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.