



NEWCASTLE MUNICIPALITY

BUDGET & TREASURY OFFICE – SUPPLY CHAIN MANAGEMENT UNIT

BID NO.: BID NO.: A006- 2023/2024

PANEL OF SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND OFFLOADING OF WEED-KILL CHEMICALS AND OTHER ASSOCIATED HERBICIDE CHEMICALS "ON AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 36 MONTHS

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Friday, **30 May 2025**

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)
Tower Block Building, 37 Murchison Street, 1st Floor
Newcastle, 2940

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street, Newcastle by no later than **12h00** on **30 May 2025** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

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PART A—ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

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

Description	Yes/No			
	Yes		No	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
MBD 1 – Invitation to Bid Is the form duly completed and signed?	Yes		No	
MBD 4 Declaration of Interest Is the form duly completed and signed?	Yes		No	
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	Yes		No	
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	Yes		No	
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	Yes		No	
Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	Yes		No	
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	Yes		No	
Pricing schedule Is the form duly completed and signed?	Yes		No	
Central Supplier Database Is proof of registration attached?	Yes		No	

THE AIM OF PANEL IS TO PRE – QUALIFY SERVICE PROVIDERS FOR SOURCING OF QUOTATIONS AS AND WHEN NEED ARISE (AT A LATER STAGE)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	



2. BID NOTICE & INVITATION TO BID

BID NO: A006-2023/24

Panel of Service Providers for Supply, Delivery and Offloading of Weed-kill Chemicals and other associated Herbicide Chemicals “on as and when required basis” for a period of 36 months

The Newcastle Municipality seeks pre-qualify service providers supply of herbicide chemicals for a period of 36 months

Bid documents are obtainable as from **30 April 2025**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00**. Alternatively, the document may be downloaded free of charge from the **National Treasury website (www.etenders.gov.za)** or be downloaded from the website @ **www.newcastle.gov.za**.

Banking Details - The Newcastle Municipality, ABSA – Account no.: 4110354947, Branch Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries : Mrs D Marais / Mr S. Zwane **Telephone no.:** 034 328 7769 / 7625

Technical enquiries : Mr. K. Shabalala / Mr. S. Zuma **Telephone no.:** 034 328 7782 / 7735

Multiple service providers would be appointed to the panel arrangement, therefore preferential scoring system would only be affected, when sourcing quotations on the rotational basis from the existing panel of service providers and the award will be made to the acceptable bid subject to objective criteria.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their Historically Disadvantaged Individuals (HDI) status. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Bid no.: A006-2023/24 Panel of Service Providers for Supply, Delivery and Offloading of Weed-kill Chemicals and other associated Herbicide Chemicals for a period of 36 months ”** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Friday, 30 May 2025** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference.

Minimum functional requirement score: Service providers that submitted acceptable bids and that score at least **60%** on functionality will qualify for enlistment on the panel agreement.

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

**Mr Z.W Mcineka
Municipal Manager**

**Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940**

MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY

Bid Number	A006 – 2023/24	Closing Date	30 May 2025	Closing Time	12h00
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Description	Panel of Service Providers for Supply, Delivery and Offloading of Weed-kill Chemicals and other associated Herbicide Chemicals for a period of 36 months
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	

Preferential points (80/20) or (90/10)	Price = 80 / 90	Preferent points = 20 / 10	Total = 100 .
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	20	10	Tick for claim
Specific Contract Participation Goals			
Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	8	4	
Women / female (HDI)	4	1	
People with disability (HDI)	2	1	
Youth (HDI)	2	2	
Locality (within Amajuba district)	4	2	
TOTAL HDI SCORE	20	10	

POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT.

Total Number of Items Offered	Total Number of Items Offered – At this stage, there are no items numbers. This is a pre-qualification stage.	Total Bid Price: Price offers will not be considered at this stage but only when sourcing quotations from those firms that will be listed on the panel. In line with section 6 (certificate of authority) of the document the delegated official(s) must append his / her / their signature as a confirmation of interest on the below row.
Signature of Bidder		Date:

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Ms D. Marias or Siyabonga Zwane	Mr Siyabonga Zuma or Khulekani Shabalala
Telephone number	034 328 7769 or 7625	034 328 7735 or 7782
E-mail address	Dalene.Marias@newcastle.gov.za Siyabonga.Zwane@newcastle.gov.za	Siyabonga.Zuma@newcastle.gov.za or Khulakani.Shabalala@newcastle.gov.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. Is the entity a resident of the Republic of South Africa (RSA)? | ☐ Yes ☐ No |
| 3.2. Does the entity have a branch in the RSA? | ☐ Yes ☐ No |
| 3.3. Does the entity have a permanent establishment in the RSA? | ☐ Yes ☐ No |
| 3.4. Does the entity have any source of income in the RSA? | ☐ Yes ☐ No |
| 3.5. Is the entity liable in the RSA for any form of taxation? | ☐ Yes ☐ No |

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

3. GENERAL BIDDING CONDITIONS

1. General conditions of Contract

This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

2. Pricing

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
 - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
 - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

2.5 Bidders must complete and sign the MBD 1 (in full) on page 07 above, to validate your offer which will be subject to validity period of 180 days and failure to comply as requested, will render your bid non-responsive.

3. Forward Exchange Rate Cover

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. Submission of Bids

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1st Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink pen**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

5. Opening, Recording and Publications of Bids Received

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. Validity Period

Bids shall remain valid for **one hundred and eighty (180) days** after the tender closure date.

7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

8. Withdrawal of Bid during and After the SCM Process:

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

All invoices must be forwarded to the following address:
Newcastle Municipality
Private Bag x6621
Newcastle, 2940

9.1. Legal requirements for invoices

9.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

9.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word „**INVOICE** “ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

9.1.1.2. VAT/Tax invoice (VAT registered)

- a) Word „**TAX INVOICE**’ in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

10. Payment Terms

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

11. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

12. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

13. Disbursements, Travel and Subsistence

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

14. Joint Venture Agreement or Consortiums

Tenderers intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid:-

- 1) A valid Tax Compliance Status verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of :-
 - a) The Declaration of Interest Form,
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
 - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

4. GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor 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 goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site"** where applicable, means the place indicated in bidding documents.
 - 1.21 **"Purchaser"** means the Institution purchasing the goods/works and/or service.
 - 1.22 **"Republic"** means the Republic of South Africa.
 - 1.23 **"SCC"** means the Special Conditions of Contract.
 - 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor covered under the contract.
- 1.25 **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

5. Standards

The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The vendor 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 vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The vendor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6. Patent Rights

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

- i. 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
- ii. a cashier's or certified cheque.

- 7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the vendor.
- 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 vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor are specified in SCC.

11. Insurance

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

12. Transportation

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 vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- i. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - ii. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - iii. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - iv. 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 vendor of any warranty obligations under this contract;
 - v. training of the purchaser's personnel, at the vendor's plant and/or
 - vi. on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the vendor 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 vendor for similar services.

14. Spare parts

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the vendor for goods/works delivered and/or services performed under the contract shall not vary from the prices quoted by the vendor in this bid, with the exception of any price adjustments authorized in SCC or 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 vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontractors

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

21. Delays in the vendor's performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor'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 vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:
- a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
 - c. if the vendor, in the judgement 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 and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor 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 vendor or any person associated with the vendor, the vendor 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 vendor 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 vendor.

- 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 vendor 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 vendors or persons prohibited from doing business with the public sector.

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

24. Antidumping 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 vendor 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 as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency

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

28. Limitation of Liability

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

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

29. Governing language

- 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 vendor 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 vendor 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 vendor 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 purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation 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.

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.

5. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
 - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
 - c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):
.....
.....
- I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
4. I/we agree that any action arising from this contract may in all respects be instituted against

me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid?*

☐ YES

☐ NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms?*

☒ YES

☐ NO

- Delete whichever is not applicable

8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

9.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

- Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
- Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

BIDDER'S NAME : _____

BIDDER'S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. **Name** : _____ **Signature** : _____

Date : _____

2. **Name** : _____ **Signature** : _____

Date : _____

NEWCASTLE MUNICIPALITY

CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT

RULES IN RESPECT OF BID DOCUMENTS

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **MBD 1** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. **GUARANTEE**
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
6. **No bid will be accepted unless made out on the forms provided.**
7. **A signed copy of these conditions and specifications must accompany the bid.**
8. Bids received after 12:00 on the closing date of this bid will not be accepted.

9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.
20. **Two envelope system will not be applicable on this project.**
21. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

22. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

24. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
 - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
 - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
 - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

25. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

26. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
 - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
 - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

27. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

28. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.
Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

29. DEVIATION FROM CONTRACT

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

31. CONTRACT DURATION

The contract will be valid for a period of 36 months from the date of appointment.

32. POST AWARD PRODUCT COMPLIANCE PROCEDURES

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
 - Financial Implications & Price Variances
 - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

33. DEMONSTRATIONS AND INSPECTIONS

- All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

34. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.
(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

35. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna stating the above. The Ward Councillor – Residential Confirmation Letters will be accepted for rural or farming areas where municipal property rates are not applicable.
- **TAX COMPLIANCE STATUS**
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER

ADDRESS

TELEPHONE NUMBER

NAME OF THE OFFICIAL **POSITION**

SIGNATURE **DATE**

WITNESSES

NAME **NAME**

SIGNATURE **SIGNATURE**

ID NUMBER **ID NUMBER**

6. AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I,, chairperson of the board of, hereby confirm that by resolution of the board (copy attached) taken on 20.... , Mr/Ms.....acting in the capacity of , was authorised to sign all documents in connection with this bid for **Bid no A006 - 2023/24** and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this bid for **Bid no A006 - 2023/24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no A006 - 2023/24** and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of, to sign all to sign all documents in connection with this bid for **Bid no A006 - 2023/24** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

7. RECORD OF ADDENDA

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

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

8. BANKING DETAILS

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attach at the back of the bid).

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

9. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS
MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:

- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and

- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		An original signed letter from their Induna. OR An original signed ward councillor letter confirming the location of business operations. The letters should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.

Attach latest municipal account statement at the back of the bid. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

10. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

If the business enterprise is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any legal rights or remedies it may have:

- Cancel a bid or a contract awarded to such bidder/supplier; and the bidder would become liable for any damages if a less favorable is accepted or less favorable arrangements are made.
- The same principles as above stated, should the successful bidder fail to request updating of its information on the Central Supplier Database; relating to changed particulars or circumstances.

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

11. MBD 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

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

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

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

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3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	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
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

12. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (NOT APPLICABLE)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for HDI Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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).

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable or

1.2. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3. The maximum points for this bid are allocated as follows:

		POINTS	
1. Price		80	90
2. Specific Contract Participation Goals		20	10
2.1 Historically Disadvantaged Individuals		16	8
2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people)	8 / 4		
2.1.2 Who is female	4 / 1		
2.1.3 Who has a disability and / or Youth	2 / 1		
2.1.4 Who is Youth	2 / 1		
2.2 Other Specific goals (Local Economic Development goals of the RDP)		4	2
2.2.1 Business operations within Amajuba District – rural development initiatives	4 / 2		
Total points for Price and HDI principles must not exceed		100	100

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.4 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 & 1993 Constitution		16		
➤ Race		8		
➤ Female		4		
➤ Disability		2		
➤ Youth		2		
Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)		4		
➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)		4		
TOTAL		20		

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

Partnership
One person business/sole trader

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

13. 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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person 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 audit alteram partem 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? (The Register for Bid 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 ☐
4.2.1	If so, furnish particulars:		

BID NUMBER A006 OF 2023/24 PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF WEED-KILL OR HERBICIDE CHEMICALS

ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or 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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

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

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

14. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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



PART B – SPECIFICATIONS/SCOPE OF SERVICES AND PREQUALIFICATION CRITERIONS

15. SPECIFICATIONS

SPECIFICATION FOR SUPPLY, DELIVERY AND OFFLOADING OF HERBICIDE CHEMICALS TO NEWCASTLE MUNICIPALITY FOR A PERIOD OF 36 MONTHS.

1. Purpose

The purpose of the tender is to pre – qualify service providers for the supply, delivery and offloading of herbicide chemicals for treatment of invasive plants or alien vegetation “on as an when required basis” (when the need arise).

2. Scope of Supplies

This contract is for the growth control of invasive alien vegetation/plants by means of supplying the herbicide chemicals and associated equipment to Newcastle Municipality. The panel will be required to submit quotations from time to time, depending on the type of weed-kill chemicals or related tools needed.

This bid calls for the supply and delivery (including offloading) of weed-kill chemicals and public health products as described in the specifications to the Newcastle Municipality's Stores Department, CNR Van Der Bijl and Hardwick Streets in Newcastle or otherwise directed/agreed.

The items to be supplied in this contract are not limited to the items stated on the pricing schedule, other type of weed-kill chemicals and public health products may be required during the contract duration.

2.1 Compliance with Statutes

The panellists must have knowledge on storage, handling, transportation, application and general use of chemicals and ensure that the chemicals comply with all applicable laws and regulations covering the following legislation but limited to them:

- (i) Hazardous Substance Act (15 of 1973) as amended;
- (ii) National Environmental Management: Biodiversity Act (10 of 2004) as amended;
- (iii) Compliance with South African National Accreditation System (SANAS);
- (iv) Compliance with South African Bureau of Standards;
- (v) Compliance with National Occupational Health and Safety Act (85 of 1993) as amended;
- (vi) Other applicable regulations.

2.2 Product and active ingredients

The product label or specification indicating the brand name and active ingredient as well as the quantity or volume must be submitted during the quotation stage.

The chemical needs may vary from time to time based on the conditions of the alien vegetations and such may be based on the following requirements:

- (i) A non-selective, systemically, herbicide with soil persistence, for the control of a wide spectrum of annual and perennial weeds on non-crop land and industrial sites, containing the active ingredients Imazapyr (Imidazoline) at 300 g/kg and Glyphosate at 216g /kg
- (ii) A ready-to-use water based gel, paint-on systemic herbicide acting through cut surfaces of certain woody plants as listed, in grazing, conservation areas, on non-crop land and home garden containing the active ingredients Picloram (pyridine carboxylic acid) (as potassium salt) at 50 g/kg and Triclopyr (pyridine carboxylic acid) (as triethylamine salt) at 50 g/kg
- (iii) A non-selective contact systemic herbicide with industrial use registration, but no residual action for the control of annual & perennial grass & weeds, containing the active ingredient glyphosate sodium (wsg) at 791 grams / kilogram.

BID NUMBER A006 OF 2023/24 PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF WEED-KILL OR HERBICIDE CHEMICALS

- (iv) A water soluble systemic herbicide for the control of lantana, black wattle, sweet thorn, port jackson etc. containing the active ingredient picloram potassium salt (sl) at 240 grams / litre. Must be registered for *Acacia karoo*
- (v) A non-selective herbicide with residual action for control of perennial weeds, grasses and lucerne containing the active ingredient imazapyr 250 (sl) grams / litre.
- (vi) A selective systemic herbicide with no residual action for the control of broad leaf plants through foliar and cut stump application, with the active ingredients triclopyr (sl) 270 grams / litre & clopyralid (sl) 90 grams / litre
- (vii) A mineral oil (adjuvant) approved for the use with triclopyr and picloram containing products
- (viii) A long-lasting suspension concentrate contact and stomach insecticide for the control of malaria vectors, nuisance and biting flies, cockroaches (American and German), bedbugs, fleas, mosquitoes, hide beetle larva, fish moths, stable flies, ants and Amphibious larva and -beetle. Active ingredient: Alpha-cypermethrin (Pyrethroid) 60 g / l
- (ix) GREEN DYE containing an organic pigment for use with herbicides
- (x) Other accessories: KNAPSACK SPRAYERS
 - Brass fittings
 - Lever, lance & arm clamps for easy transportation
 - Large capacity & highly resistant pressure chamber
 - Durable plastic finish
 - Lightweight

The proof of registration with the body of professionals which are professionals on pest control or herbicide management will be an added advance when it comes to formation of a panel.

The entity may submit its product brochure where possible, as a returnable document to this bid document.

2.3 Demarcation for Delivery purposes

The logistics when it comes to supply of goods will be of importance, therefore preference will be given to service providers who conducts business operation within KZN: Amajuba District.

The expected delivery of goods must be **within 3 days** from the receipt of municipal purchase order.

2.4 Suppliers may be required to conduct the demonstrations on the use or application of these chemicals and further give guidance on proper protective clothing to be used when spraying or during treatment.

2.5 The delivery of materials should include product data sheets or technical compliance schedules as part of quality assurance and use thereof.

NB: Please note that being on a panel does not mean a firm will automatically be awarded or allocated work or assignment.

3. Detailed Specifications

The below – mentioned forms of Weed-kill or Herbicides, which are tailor-made for a specific treatment of alien vegetation and commonly used by Municipality in rendering a basic municipal service.

Potential service providers are required to complete the below schedule (on items of interest):

DESCRIPTION (Chemical Composition)	Comply (please tick the appropriate)		Equivalent Alternative
	Yes	No	
CHEMICAL A A water soluble, non-selective foliar applied, systemic granular herbicide with the following active ingredient: Glyphosate..... 700g/kg			
CHEMICAL B A suspension concentrate pre-emergence herbicide with the following active ingredient: Simazine..... 490g/L			
CHEMICAL C A systemic and residual herbicide for pre and post emergence control of a wide spectrum of grasses and broad-leaf weeds with the following active ingredients: Glyphosate isopropylamine salt..... 240g/L Glyphosate acid 180g/L Terburthylazine (triazine) 345g/L			
CHEMICAL D A systemic and residual herbicide for pre and post emergence control of a wide spectrum of grasses and broad-leaf weeds with the following active ingredients: Glyphosate isopropylamine salt..... 125g/L Simazine..... 175g/L Terburthylazine (triazine) 175g/L			
CHEMICAL E A selective herbicide for Post Emergent control of broadleaf weeds in lawns and Turf in 5L containers: Active Ingredients Dicamba120g/L 2,4 D 130g/L MCPA.....157,5g/L			

CHEMICAL F A suspension concentrates for the control of Harvester termites, Lawn caterpillars and Ants in Lawns in 1L containers Active Ingredients: Deltamethrin10g/L			
CHEMICAL G A Systemic Emulsifiable Concentrate Herbicide for control of woody plants and weeds Active Ingredient: Triclopyr (Pyridloxy Compound)480g/L			
CHEMICAL H A non – selective water soluble granular, systemic herbicide with soil persistence, for the control of a wide spectrum of annual and perennial weeds for use in sub stations, rail yards and cemeteries in 10kg bags. Active Ingredients: Imazapyr.....300g/L Glyphosate.....216g/L			
CHEMICAL I A non-selective root absorbed granular herbicide with extended residual action for control of undesirable vegetation on Industrial sites such as Rail yards, sub –stations, etc. Active Ingredient: Bromacil.....50g/kg Tebuthiuron.....50g/kg			
CHEMICAL J A non-selective root absorbed granular herbicide with extended residual action for control of undesirable vegetation on Industrial sites such as Rail yards, sub –stations, etc. Active Ingredient: Bromacil.....80g/kg Terbutylazine.....120g/kg			
Public Health Chemicals			
CHEMICAL K An attractive fly bait for control of houseflies in and around animal housing, refuse tips, manure heaps, etc in 5kg containers. Active Ingredient : Methomyl 10 g / kg Tricosene 0,50g /kg			

CHEMICAL L

A suspension concentrate containers a residual contact Pyrethroid for control of flies, mosquitoes. Cockroaches, bedbugs, fish moths and ants in domestic and Industrial premises.

Active Ingredient:

Deltamethrin(Pyrethroid)25/l

CHEMICAL M

An insecticide gel bait for control of cockroaches' nymphs and adults in domestic, public hygiene Premise which is odourless, non-volatile and non-repellent in 30-gram tubes.

Active Ingredient:

Hydramethylon21.5g/kg

CHEMICAL N

A fumigant tablet for the control of rats, mice, gerbilles and moles in 1kg containers

Active Ingredients:

Aluminium Phosphate560g/kg

CHEMICAL O

A ready to use granular bait for the control of ants around domestic premises and buildings, on lawns, turfgrass, etc in 6 x 225g boxes.

Active Ingredient:

Hydramethylon10g/kg

CHEMICAL P

A anticoagulant ready to use bait block for control of rats and mice in domestic and Industrial premises in 2.5 kg containers.

Active Ingredients:

Difenacoum0.05g.kg

CHEMICAL Q

An anticoagulant liquid concentrate water bait for control of rats and mice in domestic and industrial premises in 500 ml bottles.

Active Ingredients:

Difenacoum2.67g /l

<u>CHEMICAL R</u> A suspension concentrate with good knockdown and flushing action and long lasting residual activity for control of cockroaches, fish moths, ants, crickets, bedbugs, fleas, Flies etc in 200ml bottles. Active Ingredients: Beta – Cyfluthrin (Pyrethroid).....125g/l			
<u>CHEMICAL S</u> Cobra tamperproof rat bait stations – complete unit			
<u>CHEMICAL T</u> Rat bars (Liquid rat bait dispensers) – 20 x 250ml boxes			

PLEASE NOTE THAT THE POTENTIAL SERVICE PROVIDERS OR PANELLISTS WILL BE CATEGORIZED IN TERMS OF THE ABOVE-MENTIONED CHEMICALS PROVIDED THEY HAVE RESPONDED TO A SPECIFIC CHEMICAL COMPLIANCE LINE ITEM.

2.5 The List of Active Ingredients and Corresponding Potential Brand Name

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
ACETOCHLOR	Acetochlor 700 EC	700	g/litre	Blue
ACETOCHLOR	Wenner	700	g/litre	Blue
ACETOCHLOR	Guardian S	840	g/litre	Blue
ACETOCHLOR	Leap 840 EC	840	g/litre	Blue
ACETOCHLOR	Premium 840 EC	840	g/litre	Blue
ACETOCHLOR	A cetak EC	900	g/litre	Blue
ACETOCHLOR	Acetochlor 900 EC	900	g/litre	Blue
ACETOCHLOR	Arysta Acetochlor	900	g/litre	Blue
ACETOCHLOR	GAP Acetochlor 900	900	g/litre	Blue
ACETOCHLOR	Premium 900 EC	900	g/litre	Blue
ACETOCHLOR	Relay Super	900	g/litre	Blue
ACETOCHLOR	Kestrel	960	g/litre	Blue
ALACHLOR	Alachlor	384	g/litre	Yellow
ALACHLOR	Lasso EC	384	g/litre	Yellow
ALACHLOR	Arysta Alachlor	384	g/litre	Yellow
ALACHLOR	GAP Alachlor	384	g/litre	Yellow
ALACHLOR	Alachlor EC	384	g/litre	Yellow
ALACHLOR	Villa-klor 480 CS	480	g/litre	Yellow
ACETOCHLOR + AMETRYN	Squash EC	350+200	g/litre	Yellow
ACETOCHLOR + AMETRYN	Acetamet 700 SC	450+250	g/litre	Yellow
ACETOCHLOR + AMETRYN	Assault 700 SC	450+250	g/litre	Yellow
AMETRYN	Ametryn 500 SC	500	g/litre	Yellow
AMETRYN	GAP Ametryn	500	g/litre	Yellow
AMETRYN	Anaconda	500	g/litre	Yellow
AMETRYN	Arysta Ametryn	500	g/litre	Yellow
AMETRYN	Ametrex 500 SC	500	g/litre	Yellow
AMICARBAZONE	Dinamic 700 WG	700	g/kg	Blue
AMICARBAZONE	Farmazone 700 WG	700	g/kg	Blue
AMICARBAZONE	Direction 700 WDG	700	g/kg	Blue
AMICARBAZONE	Discipline 700 WDG	700	g/kg	Blue
ATRAZINE	Atrazine 900 WG	900	g/kg	Yellow
ATRAZINE	Arysta Atrazine 900	900	g/kg	Yellow
ATRAZINE	Agrizine 500 SC	500	g/litre	Yellow
ATRAZINE	GAP Atrazine	500	g/litre	Yellow
ATRAZINE	Atrazine SC	500	g/litre	Yellow
ATRAZINE	Atraflo 500 SC	500	g/litre	Yellow
ATRAZINE	Arysta Atrazine 500	500	g/litre	Yellow

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
CHLORIMURON-ETHYL	Elegance Super 750 WDG	750	g/kg	Blue
CHLORIMURON-ETHYL	Style 750 WDG	750	g/kg	Blue
DIURON	Aventis Diuron Flo	800	g/litre	Green
DIURON	Diuron 800 SC	800	g/litre	Green
DIURON	Arysta Diuron	800	g/litre	Green
DIURON	GAP Diuron	800	g/litre	Green
DIURON	Diablo	800	g/litre	Green
DIURON	Cention	800	g/litre	Green
DIURON	Diurex 800 SC	800	g/litre	Green
DIURON	Farmag Diuron 800	800	g/kg	Green
DIURON	Diron 800 WG	800	g/kg	Green
DIURON	Develop 800 WDG	800	g/kg	Green
DIURON	Extend 800 WDG	800	g/kg	Green
DIURON	Diuron 80 WG	800	g/kg	Green
DIURON	Karmex	800	g/kg	Green
EPTC	Eptam Super	720	g/litre	Yellow
EPTC	EPTC Plus	720	g/litre	Yellow
EPTC	Eptam Plus	720	g/litre	Yellow
EPTC	EPTC Super 720 EC	720	g/litre	Yellow
EPTC	Esculentus 720 EC	720	g/litre	Yellow
EPTC	EPTC S EC	720	g/litre	Yellow
FLUAZIFOP-BUTYL	Valley 125	125	g/litre	Yellow
FLUAZIFOP-BUTYL	Fluzie	125	g/litre	Yellow
FLUAZIFOP-BUTYL	Orca 125 EC	125	g/litre	Yellow
FLUAZIFOP-BUTYL	Fusilade Forte	150	g/litre	Yellow

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
GLUFOSINATE AMMONIUM	Basta	200	g/litre	Yellow
GLUFOSINATE AMMONIUM	Bound	200	g/litre	Yellow
GLUFOSINATE AMMONIUM	Brass	200	g/litre	Yellow
GLUFOSINATE AMMONIUM	Nirvana	200	g/litre	Yellow
GLYPHOSATE	Slash 710 SG	710	g/kg	Green-Blue
GLYPHOSATE	Glygran 710 SG	710	g/kg	Green-Blue
GLYPHOSATE	Kalach 700	700	g/kg	Green-Blue
GLYPHOSATE	Piranha Dry	686	g/kg	Green-Blue
GLYPHOSATE	Erase Super 540 SL	540	g/kg	Green-Blue
GLYPHOSATE	Piranha 510 SL	510	g/kg	Green-Blue
GLYPHOSATE	Kalach 510 SL	510	g/kg	Green-Blue
GLYPHOSATE	Clearout 500	500	g/kg	Green-Blue
GLYPHOSATE	Erase 500	500	g/kg	Green-Blue
GLYPHOSATE	Touchdown Forte Hitech	500	g/litre	Green-Blue
GLYPHOSATE	Mamba DMA	480	g/litre	Green-Blue
GLYPHOSATE	Mamba Max	480	g/litre	Green-Blue
GLYPHOSATE	Slash Turbo	450	g/litre	Green-Blue
GLYPHOSATE	Roundup Turbo	450	g/litre	Green-Blue
GLYPHOSATE	Muscle-up 360 SL	360	g/litre	Green-Blue
GLYPHOSATE	Bounty SL	360	g/litre	Green-Blue
GLYPHOSATE	Slash 360	360	g/litre	Green-Blue
GLYPHOSATE	Scat 360	360	g/litre	Green-Blue
GLYPHOSATE	Panga 360	360	g/litre	Green-Blue
GLYPHOSATE	Piranha 360	360	g/litre	Green-Blue
GLYPHOSATE	Annihilate	360	g/litre	Green-Blue
GLYPHOSATE	Persuador	360	g/litre	Green-Blue
GLYPHOSATE	Erase 360	360	g/litre	Green-Blue
GLYPHOSATE	Clearout 360	360	g/litre	Green-Blue
GLYPHOSATE	Clearout 180	180	g/litre	Green-Blue
GLYPHOSATE	Mamba	360	g/litre	Green-Blue
GLYPHOSATE	Roundup 360	360	g/litre	Green-Blue
GLYPHOSATE	Senator Xtra	360	g/litre	Green-Blue
GLYPHOSATE	Springbok	360	g/litre	Green-Blue

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
HALOSULFURON	Servian	750	g/kg	Green
HALOSULFURON	Cyprex	750	g/kg	Green
HALOSULFURON	Brigadier 750 WG	750	g/kg	Green
HALOSULFURON	Crown	750	g/kg	Green
HALOSULFURON	Halo	750	g/kg	Green
HEXAZINONE	Hexazinone 75 DF	750	g/kg	Yellow
HEXAZINONE	Unizone 750 WDG	750	g/kg	Yellow
HEXAZINONE	V-Zone 750 DF	750	g/kg	Yellow
HEXAZINONE	Villex 750 WDG	750	g/kg	Yellow
HEXAZINONE	Zinon WG	750	g/kg	Yellow
HEXAZINONE	Hexazinone 480 SL	480	g/litr _e	Yellow
HEXAZINONE	Hexsan 240	240	g/litr _e	Yellow
HEXAZINONE	HexaziMax	240	g/litr _e	Yellow
HEXAZINONE	Ransom 240 SL	240	g/litr _e	Yellow
HEXAZINONE	UAP Hexazinone	240	g/litr _e	Yellow
HEXAZINONE	Arysta Hexazinone	240	g/litr _e	Yellow
HEXAZINONE	FarmAg Hexazinone 750 WG	750	g/kg	Yellow
HEXAZINONE	Velpar DF	750	g/kg	Yellow
HEXAZINONE + CLOMAZONE	Dropzone 500 WP	400+100	g/kg	Blue
HEXAZINONE + DIURON	Bobcat Combi 600 WG	132+468	g/kg	Yellow
HEXAZINONE + DIURON	Velpar K2.4	250+533	g/kg	Yellow
HEXAZINONE + DIURON	Velpar K3.0	250+533	g/kg	Yellow
HEXAZINONE + DIURON	Velpar K2.0	375+400	g/kg	Yellow
IMAZAPYR	Arsenal GEN 2	240	g/litr _e	Blue
ISOXADIFEN-ETHYL + TEMBOTRIONE	Laudis	630	g/litr _e	Yellow
ISOXAFLUTOLE	Merlin	750	g/kg	Green
ISOXAFLUTOLE	Gullotine 750 WG	750	g/kg	Green
ISOXAFLUTOLE	Silencer	750	g/kg	Green
ISOXAFLUTOLE	Manter	750	g/kg	Green
ISOXAFLUTOLE	Palmero 750 WG	750	g/kg	Green
ISOXAFLUTOLE + INDAZIFLAM	Alion Total	450+150	g/litr _e	?

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
MCPA	Tomado 400 SL	400	g/litre	Yellow
MCPA	Rescue 400 SL	400	g/litre	Yellow
MCPA	MCPA 400 SL	400	g/litre	Yellow
MCPA	Universal MCPA	400	g/litre	Yellow
MCPA	GAP MCPA	400	g/litre	Yellow
MESOTRIONE	Astron 480 SC	480	g/litre	Yellow
MESOTRIONE	Amazing	480	g/litre	Yellow
MESOTRIONE	Galago S	480	g/litre	Yellow
MESOTRIONE + S-METOLACHLOR + TERBUTHYLAZINE	Lumax	37.5+375+12 5	g/litre	Yellow
MESOTRIONE + S-METOLACHLOR + TERBUTHYLAZINE	Locate 538 SC	37.5+375+12 5	g/litre	Yellow
MESOTRIONE + S-METOLACHLOR + TERBUTHYLAZINE	Local 538 SC	37.5+375+12 5	g/litre	Yellow
METAZACHLOR	Claw 500 SC	500	g/litre	Blue
METAZACHLOR	Sultan 50 SC	500	g/litre	Blue
METOLACHLOR	Metolachlor 960 EC	960	g/litre	Yellow
METOLACHLOR	Tolla 960	960	g/litre	Yellow
METOLACHLOR	Platinum	960	g/litre	Yellow
METOLACHLOR	Buccaneer 960	960	g/litre	Yellow
METOLACHLOR	Unimoc EC	960	g/litre	Yellow
S-METOLACHLOR	Falcon Gold	960	g/litre	Yellow
S-METOLACHLOR	Palladium 960	960	g/litre	Yellow
S-METOLACHLOR	Tolla Super 960 EC	960	g/litre	Yellow
METRIBUZIN	Sentak	480	g/litre	Yellow
METRIBUZIN	Metribuzin 480 SC	480	g/litre	Yellow
METRIBUZIN	GAP Metribuzin	480	g/litre	Yellow
METRIBUZIN	Arysta Metribuzin 480	480	g/litre	Yellow
METRIBUZIN	Metricane 700 WDG	700	g/kg	Yellow
METRIBUZIN	Amazon 480 SC	480	g/litre	Yellow
METRIBUZIN	Mistral 700 WG	700	g/kg	Yellow
METRIBUZIN	Ag-Metribuzin	480	g/litre	Yellow
METRIBUZIN	Metribuzin 75 WG	750	g/kg	Yellow
METRIBUZIN + CHLORIMURON-ETHYL	Extreme Plus	643+107	g/kg	Yellow
METRIBUZIN + CHLORIMURON-ETHYL	Imposter	643+107	g/kg	Yellow
METRIBUZIN + DIURON	Metrad	360+400	g/kg	Yellow
MSMA	GAP MSMA	720	g/litre	Yellow
MSMA	MSMA	720	g/litre	Yellow
MSMA	MSMA SL	720	g/litre	Yellow
MSMA	Arysta MSMA	720	g/litre	Yellow
MSMA	Agromate	720	g/litre	Yellow

ACTIVE INGREDIENT	TRADE NAME OR EQUIVALENT	AI STRENGTH	UNIT	LABEL BAND
PARAQUAT	Makro Paraquat	200	g/litre	Yellow-Red
PARAQUAT	Agroquat 200	200	g/litre	Yellow-Red
PARAQUAT	Paraquat 200 SL	200	g/litre	Yellow-Red
PARAQUAT	Harpoon 200 SL	200	g/litre	Yellow-Red
PARAQUAT	Paragone SL	200	g/litre	Yellow-Red
PARAQUAT	GAP Paraquat	200	g/litre	Yellow-Red
PARAQUAT	Skoffie 145 SL	145	g/litre	Yellow-Red
PARAQUAT	Gramoxone	200	g/litre	Yellow-Red
PARAQUAT	Paraquat SL	200	g/litre	Yellow-Red
PARAQUAT	Skoffie 200 Super	200	g/litre	Yellow-Red
PARAQUAT	Arysta Paraquat	200	g/litre	Yellow-Red
PARAQUAT + DIURON	X-Tinct	450+50	g/litre	Yellow-Red
PARAQUAT + DIURON	Farmuron	100+300	g/litre	Yellow-Red
PARAQUAT + DIURON	Gramuron	100+300	g/litre	Yellow-Red
PARAQUAT + DIURON	Volmuron	100+300	g/litre	Yellow-Red
PENDIMETHALIN	Prowl	455	g/litre	Yellow
PENDIMETHALIN	Pendimethalin 500 EC	500	g/litre	Yellow
PENDIMETHALIN	Parabat 500 EC	500	g/litre	Yellow
PENDIMETHALIN	Alligator 500 EC	500	g/litre	Yellow
SA FLUFENACIL + DIMETHENAMID-P	Intelex	68	g/litre	Blue
SULCOTRIONE + ATRAZINE	Armadillo	125+300	g/litre	Yellow
SULCOTRIONE + ATRAZINE	Shuttle 425 SC	125+300	g/litre	Yellow
SULFENTRAZONE	Preelect 750 WDG	750	g/kg	Blue
SULFENTRAZONE	Avon 750 WDG	750	g/kg	Blue
TEBUTHIURON	Tarantula 500 SC	500	g/litre	Yellow
TEBUTHIURON	Teburox	500	g/litre	Yellow
TEBUTHIURON	Tebusan 500 SC	500	g/litre	Yellow
TEBUTHIURON	Arysta Lava 500 SC	500	g/litre	Yellow
TEBUTHIURON	Lava 800 WDG	800	g/kg	Yellow

3. Contract Duration

The term of a panel will be valid for a period of 36 months from the date of appointment. Please note that service providers enlisted will not be automatically be allocated any work or task.

4. General Requirements

- All products must comply with applicable South African Bureau of Standards (SABS) or Meet the relevant South African National Accreditation Standards (SANAS).
- All prices quoted for shall be inclusive of VAT. Offers that are not VAT inclusive shall not be considered.
- All prices quoted to be inclusive of all delivery and travelling costs.
- The quotation stage will clearly indicate the schedule of quantities required and associated price.
- Special urgent orders may be placed in case of emergencies.
- The service level agreements will be concluded after award has been finalised with the successful bidder.
- Bid offers will only be accepted if:
 1. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification;
 2. The **MBD 1** is completed and signed;
 3. The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed;
 4. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
 5. The bidder has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
 6. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
 7. The bidder is registered on the **Central Supplier Database**;
 8. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
 9. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
 10. Prospective bidder comply with the requirements of the bid and technical specifications;

11. The bidder scores a minimum of **60 percent** in respect of each Functionality Test;
12. All returnable schedules are to be completed and all relevant certificates attached where indicated.

5. TECHNICAL ENQUIRIES

For enquiry purposes please contact:

Contact Person	:	Siyabonga Zuma / Thokozani Thwala / Khulekani Shabalala
Telephone number	:	034 328 7 / 7781 / 7782
Email address	:	Siyabonga.Zuma@newcastle.gov.za ; Thokozani.Thwala@newcastle.gov.za Khulekani.Shabalala@newcastle.gov.za

16. ELIGIBILITY & FUNCTIONALITY CRITERION

Bids will be evaluated through the stages, namely: -

Stage 1: Administrative compliance

Stage 2: Technical evaluation/functionality test

Stage 3: Price and Preference (in terms of Preferential Procurement Regulation 2022)

The price and preference will be applied at a later stage during the request for quotations stage

Stage 4: Objective criteria

Stage 1: Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid complies in this regard.

- Water and Lights account in the name of tendering entity
- Tax Status, CSD registration
- Verification if not Listed under Tender Defaulters.
- Signing of MBD 1.
- Declaration of Interest – MBD 4.
- All forms must be completed in full - compulsory.

Stage 2: Functionality scores

Only bids that comply with all administrative requirements (which are regarded as Acceptable Bids), will be considered during the functionality evaluation phase and the allocation of points will be based on functional criterions as indicated in the below table. Service providers that score at least the minimum of **60%** on functionality will be enlisted in the framework contract.

Main Criterion	Weight for Specific Criterion	Breakdown on points allocation
Tenderer Experience	50 points	Firm`s previous and current experience on successfully delivered weed-kill or herbicide chemicals. 10 points for each project (of similar nature* and size**) up to a maximum of 5 (during the past 10 years) <u>Portfolio of evidence (Returnable documents)</u> Please attach copies of: 1. Appointment letter or a signed purchase order together - and 2. Reference letter confirming successful execution of services or delivery of goods * similar nature shall be taken as supply of commodities listed under page 63 below ** Size: supplies with a rand value that ranges between R 5 000.00 to R 10 000.00
TOTAL	50 POINTS	

**MINIMUM QUALIFYING
SCORE****30 POINTS =
60%****Stage 3: Price and preference scoring – To be applied during the Quotation Stage**

The pre – qualified service providers will be given an opportunity to submit quotations on rotational basis, as and when the need arises during the term of the contract.

(please note that being on the panel will not lead to automatically, award or allocation of any work or services)

The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

The above will apply when sourcing quotation from the panelists, on rotational basis where fair opportunity should be given to all on the panel through open and fair bidding process.

Stage 4: Objective criteria

In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid and
- The risk of a material irregularity

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

17. PRICING SCHEDULE (NOT APPLICABLE AT THIS STAGE)

NOTE:

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. NO correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____ of

the firm _____ hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“							
	YES				NO			
Are you/Is the firm a registered VAT Vendor								
If “YES”, please provide VAT number								

Escalation of Offer Prices in percentage

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months %

Expected escalation of prices after 24 months %

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

PRICING SCHEDULE:

(Please note that the bidder is not obliged to complete the below pricing schedule at this stage and should it be completed, it will not form part of evaluation but merely for forecasting purposes)

DESCRIPTION	QUANTITY	UNIT RATE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
CHEMICAL A		R	R
CHEMICAL B		R	R
CHEMICAL C		R	R
CHEMICAL D		R	R
CHEMICAL E		R	R
CHEMICAL F		R	R
CHEMICAL G		R	R
CHEMICAL H		R	R
CHEMICAL I		R	R
CHEMICAL J		R	R
CHEMICAL K		R	R
CHEMICAL L		R	R
CHEMICAL M		R	R
CHEMICAL N		R	R
		R	R

BID NUMBER A006 OF 2023/24 PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF WEED-KILL OR HERBICIDE CHEMICALS

CHEMICAL O			
CHEMICAL P		R	R
CHEMICAL Q		R	R
CHEMICAL R		R	R
CHEMICAL S		R	R
TOTAL			R

18. TECHNICAL DATA, OMISSIONS AND VARIATIONS FROM THE SPECIFICATION

(TO BE COMPLETED BY THE BIDDER)

Bids will be held to be entirely in accordance with the Department's specification except in the respects stated hereunder and goods will be subject to rejection if it is found on delivery that it does not comply with the prescribed specification.

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If the bid complies with the specification in all respects, the Bidder must state so here:-

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Name of Bidder			
Signature		Name (print)	
Capacity		Date	

19. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

20. DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicilium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
Witness 1		Witness 2	