

GAMAGARA MUNICIPALITY



THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

BIDDERS NAME:		
CONTACT NUMBERS	Phone:	Fax:
CSD REGISTRATION NR	MAAA	
BBBEE STATUS LEVEL		
BID AMOUNT:	R . (VAT inclusive)	

For Office Use	OFFICIAL STAMP
Official 1: Official 2:	

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1. CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes		No	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
3.	(MBD 2) Are a Tax Clearance Certificate or a Tax Compliance status pin attached	Yes		No	
4.	(Schedule 1 A) Authority Of Signatory - Is the form duly completed and signed?	Yes		No	
5.	(Schedule 1B) Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
6.	(Schedule 1C) Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
7.	(Schedule 1D) Payment of Municipal Accounts - Is the form duly completed and signed?	Yes		No	
8.	(Schedule 1E) B-BBEE certificate - Is the form duly completed and signed? Is a <u>certified or an original certificate attached</u>	Yes		No	
9.	(Schedule 1G) Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
10.	(Schedule 1H) Key Performance Indicators- Is the form duly completed and signed?	Yes		No	
11.	Quality Evaluation Schedules - Is the form duly completed and signed? Necessary references are attached.	Yes		No	
12.	Form of Offer - Is the form duly completed and signed?	Yes		No	
13.	Contract data - Is the form duly completed and signed?	Yes		No	
14.	(MBD 4) declaration of interest- Is the form duly completed and signed?	Yes		No	
15.	(MBD 6.1) Preference points claimed- Is the form duly completed and signed?	Yes		No	
16.	(MBD 8) Signed declaration of bidder's past supply chain management practices	Yes		No	
17.	(MBD 9) Prohibition of Restrictive Practices be completed and signed.	Yes		No	
18.	Bidder must initial every page of this bid document.	Yes		No	

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

..... **CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed

Date

..... Name

.....

Position

.....

2. TENDER ADVERT

GAMAGARA LOCAL MUNICIPALITY



BID NOTICE No: GM2024/02

THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

Gamagara local Municipality hereby invites proposals from suitably experienced bidders to provide temporary water supply through mobile water tankers, supply and cleaning of Jojo water tanks as and when required for a period of three years.

Bid documents containing specifications will be available on the e-tender portal: <http://www.etenders.gov.za/content/advertised-tenders> and on the Gamagara municipal website: www.gamagara.gov.za

Sealed tender, marked "**TENDER NR: THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**", must be placed in the tender box at the Municipal Offices, Cnr Hendrick van Eck and Frikkie Meyer Road, Kathu not later than **10:00** on **29 February 2024** and will be opened directly thereafter in the old council chamber. Bids may only be submitted on the prescribed official document.

A compulsory briefing session will be held once only on 06 February 2024 @10:00, Council Chamber, Kathu main building.

The 80/20 preferential procurement system will be used for evaluating this tender. The **two-stage evaluation process** will be followed in evaluating this tender. Firstly, it will be evaluated on functionality and thereafter on price and preference for bidders that pass the first stage.

Council reserves the right not to accept the lowest or any tender. No faxes or E-mails will be accepted.

Technical enquiries relating to this tender should be addressed to Mr Peter Kekana at Tel: +27 53 723 6000 e-mail: kekanap@gamagara.gov.za and administrative enquiries should be forward to Josephine Nampa at Tel: +27 53 723 6000 email: nampaj@gamagara.gov.za.

MR. L. Seetile
MUNICIPAL MANAGER
P.O. BOX 1001

**KATHU
8446**

3. MBD1 -INVITATION TO BID

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAMAGARA LOCAL MUNICIPALITY					
BID NUMBER:	GM2024/02	CLOSING DATE:	29 February 2024	CLOSING TIME:	10:00
DESCRIPTION	THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS				
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 (STREET ADDRESS)

GAMAGARA LOCAL MUNICIPALITY					
CNR HENDRICK VAN ECK AND FRIKKIE MEYER ROAD					
KATHU					
8446					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER <input type="checkbox"/>					
FACSIMILE NUMBER <input type="checkbox"/>	CODE		NUMBER		
E-MAIL ADDRESS <input type="checkbox"/>					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS <input type="checkbox"/>	TCS PIN: <input type="checkbox"/>		OR	CSD No: <input type="checkbox"/>	<input type="checkbox"/>
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Y e s N o		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Y e s N o	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]	

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
CONTACT PERSON	Josephine Nampa	CONTACT PERSON	Peter Kekana
TELEPHONE NUMBER	053 723 6000	TELEPHONE NUMBER	053 723 6000
E-MAIL ADDRESS	josephine@gamagara.gov.za	E-MAIL ADDRESS	kekanap@gamagara.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, 2017, 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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
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:

4. BID SPECIFICATION

Scope of work

The Scope of the works includes:

- a) Supply portable water with water trucks to various areas within the Gamagara Local Municipal area on as and when required basis.
- b) Cleaning and disinfecting of JoJo tanks as and when required.
- c) Supply and delivery of JoJo tanks to different areas in Gamagara LM on as and when required basis.
- d) Water will be collected in Kathu filling point and supplied to the identified areas as required.
- e) Further information may be obtained from Mr. PT Kekana on Tel. -No. 053 723 6000.

The following are the main areas to be serviced:

Areas	Estimated kilometers from water Fill point to the point of use.
Olifantshoek	55 km
Dibeng	30 km
Kathu	5 km
Babatas	25 Km
Mapoteng	10 Km

2. DETAILED TRUCK SPECIFICATION

- The truck must have a steel water tank with a minimum capacity from 10 000 liters and maximum of 18 000Litres.
- The water truck must be roadworthy and licensed for use on public roads.
- All vehicles to be used for this contract must conform to the Road Traffic Act RTA, Act 93 of 1996
- The tank on the truck should have a lid to prevent impurities from entering the water tank.
- The water cart must be fitted with the pump for filling of the stationary tanks and the pump should be from 75 to 100 mm diameter. The pumping of water should form part

of the rates for providing a water tanker. These pumps should be able to fill up stationary tanks of different sizes.

- Only Water trucks fitted with steel water tank as per the manufacturer's design will be accepted.

3. JOJO TANKS SPECIFICATIONS

- A yellow Jojo water tank made from high Quality virgin LLDPE, UV-resistant polyethylene with a manufacturer's warranty of 10 years and a water tight cover to be delivered to various points in Gamagara towns

Below are the Specified Sizes

Size	Diameter	Height
5250 L	1820mm	2255mm
10 000 L	2200mm	3150mm

All tanks to be fitted with 50/40mm tank connectors and JoJo brass slimline 20mm tap

5. SPECIAL CONDITIONS

- Compulsory brief session to be held, no bids to be considered from bidders who did not attend the brief session.
- The vehicles and equipment of the successful bidder will be inspected prior to the commencement of the contract and also, complete and submit a signed inspection form. The water tankers should be disinfected properly on a bi-monthly basis to ensure that the water quality is not compromised.
- The service provider must ensure that the opening and closing meter readings at filling point and time of filling are recorded per load and submitted with the log sheet to Gamagara Local Municipality on monthly basis, these readings should also be accompanied by the water meter picture of an opening reading and closing reading taken once a week. (four pictures per month)
- Each truck must have a functional odometer and must be recorded on the log sheet per load. Pictures of the opening and closing of the odometer for each week must be submitted with the log sheet. (four pictures per month)
- The Service Provider shall, prior to departure from site, advise the relevant Gamagara representative of completion of the task.
- The work requests will be issued as the need arises and water delivery should be carried out within 12 hours after the request is received. The Service Provider shall, prior to departure from site for each day, advise the relevant Gamagara representative of completion of the task.
- The work will be paid per recorded number of 1000 litres delivered and kilometres travelled to deliver loads of 10 000L, 16 000L or 18 000L. No payment will be effected without the weekly four opening and closing pictures of the odometer and water meter annexed to the claim.
- Rates supplied must be all inclusive and no additional cost will be entertained (water truck, fuel, operator, labour, Insurance, and maintenance costs, working outside the normal hours etc).
- The appointed service provider should have the capacity to arrange additional water trucks within 48 hours when required. The period is inclusive of the mandatory disinfection of the water truck when not in service for over an extended period.
- The successful Bidder must comply with the OHS Act. Gamagara Local Municipality will not be held liable for any Health & Safety related accidents or incidents because of negligence on the part of the successful Bidder.
- Gamagara Local Municipality will monitor the performance efficiency of the successful Bidder's water truck. Gamagara Local Municipality will not pay for what is deemed to be inefficient performance. Gamagara Local Municipality reserves the right to cancel the contract at any stage should the successful Bidder not comply with what is deemed reasonable performance efficiency.
- The successful Bidder must have their own operators for these water tankers who will be available to drive and operate these water tankers as and when required by Gamagara Local Municipality.

- The bidders must have experience in a similar field to provide portable/drinking water. The proof of experience and references to be submitted should be strictly for potable water delivery.
- The water quality on the water tankers will be tested randomly on a regular basis by the municipality and water found to be contaminated may result in termination of contract and possible prosecution.
- The tank capacity of the water truck should be clearly indicated on the tank. The municipality will verify the water truck tank capacity before the service provider commences with contract.
- The driver of the water truck should have a valid driver's license and PDP.
- Upon appointment of four successful Service Provider, an average rate will be calculated by the municipality and that will be taken as the contract rate **and escalation rate will be offered to all bidders annually.**

5.1 PROCEDURE FOR DISINFECTING THE TANK

The summarized procedure for disinfecting the tank should be done by mixing chlorine with water and let to stand for 8 to 24 hours. The tank must then be emptied before the refilling and testing of the water quality will be done. This process will be conducted until the tests are positive and the cleaning of the tank should be done once in two weeks.

Proper handling of the chemicals and wearing of protective clothing must be followed.

5.2 JOINT VENTURES/PARTNERSHIPS

- Gamagara Local Municipality encourages the formation of joint ventures/partnerships between established and emerging contractors as a capacity building opportunity.

5.3 PUBLIC LIABILITY INSURANCE COVER

- On appointment the successful bidder must submit proof of Public Liability Insurance cover with a minimum of R 750 000 before commencement of the work.

5.4 PERFORMANCE MANAGEMENT

Contractors must always consider the safety of people on sites and not compromise their safety.

- All work must be performed professionally and carefully not to damage household goods, if there are any damages to property the service provider will be accountable.

5.5 CONTRACT PERIOD

- The contract period is 36 months from the date of award.

5.6 PLANT AND EQUIPMENT

Plant and equipment (truck) owned or to be hired by the bidder. A letter of good standing must be obtained from the plant and equipment hiring business and should be submitted with the offer of where the Bidder intends to hire plant and equipment.

Description	(Y/N)
Plant and equipment (truck) owned	
Plant and equipment (truck) hired	

Name of Bidder

Signed

6 SCHEDULE OF PRICES

Bidders must provide their own transport; labour, tools and equipment, security, and all other resources to fully execute this contract. Prices will be deemed to be all inclusive (Fuel, Insurance, Maintenance and Labour, return trip etc)

Correction of responsive tender offers with arithmetical errors, will done in the following manner:

- a) If a Schedule of Quantities (or bill of quantities) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.
- b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.
- c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.

Applies to all areas.

Item No.	Description	Quantity	Rate (Excluding Vat)
1	Supply of 1 000L of Water	1	
2	Delivery of Water per truck per km	1	
3	Cleaning and Disinfection of Jojo Tanks (10 000L)	1	
4	Cleaning and Disinfection of Jojo Tanks (5250L)	1	
5	Supply of Jojo Tanks (10 000L) fitted with a tap	1	
6	Delivery of Jojo Tanks (10 000L) per km	1	
7	Supply of Jojo Tanks (5250 L) fitted with a tap	1	
8	Delivery of Jojo Tanks (5250 L) per km	1	
9	Disinfection of the Water truck per 1 000 L	1	
10	Any other Costs - Occupational Health and Safety Compliance Per Truck per month#	1	
		SUBTOTAL	
		VAT	
		TOTAL BID PRICE	

If any other costs is added please submit an addendum and also note that the amount will have a bearing on the determination of the bid price.

BID PRICE VAT INCLUSIVE IN WORD

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.....

Further information may be obtained from Mr. PT Kekana on Tel. No. 053 723 6000.

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer: .

Name of Signatory: .

Capacity of Signatory: .

Signature: Date: .

BID PRICE VAT INCLUSIVE.....

7 EVALUATION CRITERIA

NB! A tender that fails to meet the pre-qualifying criteria stipulated in the tender document will not be considered for further evaluation and will therefore be rejected.

All bids will be evaluated by a panel on basis of functionality, price and preference points. The points scored for functionality will not be carried over to price and preference points but will only be used as a gate keeping exercise. The final evaluation will be done in terms of the Council's Preferential Procurement Policy which states 80 for price and the remaining 20 for B-BBEE and Locality.

Point's allocation for functionality

- a) Company history and experience on similar works (supply of potable water) with references of previous experiences not older than 7 years. (30 points)
- b) List of contactable references from registered businesses where similar service was previously done not older than 7 years. (30 Points)
- c) Truck ownership or hire (40 points)

A) EVALUATION SCHEDULE

*** (Your pricing schedule will not be considered if this table is not completed)

Criteria	Scoring criteria	Points Claimed
Provide company profile, history, years of experience in Similar work (delivery of potable water)	(Maximum Point allocation = 30 points) a. 1 – 2 years = (10 Points) b. 3 – 4 years= (20 Points) c. 5 + years (30 Points)	
Provide a list of contactable references from registered businesses to which potable water delivery was rendered to	(Maximum Point allocation = 30 points) a. 1 reference letter (10) Points) b. 2-3 reference letter (20 Points) c. 4-5 reference letter (30 points)	
Water truck ownership or hire	(Maximum Point allocation = 40 points) a. Hiring 1 or 2 trucks (15 Points) b. Hiring 3 or more trucks (25 Points) c. Owning 1 or 2 trucks (30 Points) d. Owning 3 or more trucks (40 Points) (Supply E-natis ownership registration certified copy and or a letter from a rental/supplier with contact person name and number). Bidder should only claim on line item with the maximum points	
Total	100	

Tenderers must achieve a minimum of 60 points to qualify for further evaluation on price

and preference points.

B) CONFIDENTIALITY

- The information contained in this document is of a confidential nature and may only be used for purposes of responding to this bid request. This confidentiality clause extends to Vendor partners and / or implementation agents, whom the Bidder may decide to involve in preparing a response to this bid request.
- The prospective bidder shall take all such steps as may be reasonably necessary to prevent the Gamagara Municipality's confidential information from coming into the possession of unauthorised third parties. In protecting the prospective bidder's confidential information, the Municipality shall use the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the prospective bidder uses to protect its own confidential information.

C) PREVIOUS EXPERIENCE

- Bidder will indicate previous experience of dealing in WATER SUPPLY THROUGH MOBILE WATER TANKERS as requested by the municipality.

D) COMPANY PROFILE AND CAPACITY

- Bidders are expected to provide an overview of their companies. The said overview must be in a form of a company profile which must indicate the capacity of the company to execute the job on hand and also years of experience plus the contactable clients serviced.

E) LIST OF RETURNABLE

- Kindly make sure the following documentation is attached:
 - Company registration documents
 - Proof of Payment of municipal rates and taxes not more than 3 months older
 - Joint Venture Agreement (If Bidder is a Joint Venture)
 - Reference Letters
 - Proof of vehicle ownerships or lease agreement / letter
 - Proof of insurance and
 - Letter of good standing
 - Central Supplier Database (CSD) for Government Registration Report

F) WORKS PREVIOUSLY EXECUTED

- The following is a statement of major works successfully executed by myself/ my entity in recent years.
- Failure to detail the required information shall signify that the Bid is submitted by an inexperienced Bidder.

Employer	Contract Number	Contract Value	Contract Period	Contact Details
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G) CURRENT COMMITMENTS

Employer	Contract Number	Contract Value	Contract Period	Contact Details

8 MBD 2 - TAX COMPLIANCE STATUS

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

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders
/ individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.

If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.

- 5 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 6 The **Tax Compliance status pin or a printed Tax Clearance certificate must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin or a printed Tax Clearance certificate **will result in the invalidation of the tender.**
- 7 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin and printed TCC.**

Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.

TAX CLEARANCE CERTIFICATE

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up-to-date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin and a printed Tax Clearance certificate**, as issued by the South African Revenue Service.

Failure to submit a Tax Compliance status pin or a printed Tax Clearance certificate will result in the invalidation of the tender.

Signed

Date Name

.....

Position

Tenderer

9. SCHEDULE 1A: AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer 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 directors of hereby confirm that by resolution of the board (copy attached) taken on20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman
2.....
Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise
Mr/Mrs....., authorised signatory of the company
.....,

acting in the capacity of lead partner, to sign all documents in
connection with the tender offer for
Contract.....and any other 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 SIGNATURE, NAME & CAPACITY
Lead partner		

C. Certificate for sole proprietor

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

As Witness:

1.....
Signature: Sole owner

2.....
Date

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading
as.....hereby authorise

Mr/Mrs..... Acting in the capacity

of....., to sign all documents in

connection with the tender for

Contract.....and any contract resulting from it
on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
------	---------	-----------	------

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

10. SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Enterprise details

Name of enterprise	
Contact Person	
Email	
Telephone	
Cellphone	
Fax	
Physical Address	
Postal Address	
Central supplier database registration number	MAAA

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number:	
--	--

Section 3: SARS information:

Tax reference number:	
VAT registration number, if any:	
Section 4: CIDB registration number:	n/a

Section 5: Particulars of principles

Principle: means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

* Please complete and attach copies of Identity documents.

Section 6: Banking Details of companies and close corporations

Bank name and branch:
 Bank account number:
 Name of account holder:

Signed

Date

..... Name

.....

Position

.....

Tenderer

11. SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed

Date

..... Name

.....

Position

.....

Tenderer.....

12. SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed

Date

..... Name

.....

Position

.....

Tenderer

13. CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.),

hereby

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 or any of its directors/members/partners to the GAMAGARA LOCAL Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of

_____ (na

me of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach certified copy(ies) of ID document(s)
If the entity or any of its Directors/Shareholders/Partners, etc.
rents/leases premises, a copy of the rental/lease agreement**

must be submitted with this tender.

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

Signature	Position	Date

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
--	---

14. SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B- BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign MBD 6.1 and submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed Date

Name Position

Tenderer

FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

1 EMEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership;

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

2. QSEs

ONLY THE FOLLOWING WILL BE ACCEPTED:

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership **(form available in the tender document)**;

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; **or**

2.2.2. A verification Agency accredited by SANAS.

2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity;
and
- 4.7. The total black shareholding and total black female shareholding.

15. SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

CURRENT / PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm

<u>Description of Contract</u>	<u>Name of Employer</u>	<u>Contact person</u>	<u>Tel number:</u>	<u>In</u>

**Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.*

The GAMAGARA LOCAL Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.

The Bidder hereby confirms that the information given above is true and correct:

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

16. SCHEDULE 1G – KEY PERFORMANCE INDICATORS

1. KEY PERFORMANCE INDICATORS (KPIs)		
1.1.	Work(s) performed / goods delivered within timeframes specified	
1.2.	Work(s) performed / goods delivered within financial framework specified	
1.3.	Acceptable quality of work(s) performed / goods delivered	
1.4.	OTHER:	
(a)		
(b)		
(c)		
(d)		
(e)		

I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.

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 / item(s) specified in the tender document and that the price 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.

Signed

Date

Name

Position

Tenderer

17. General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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 organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.

2.3 Where such special conditions of contract are in conflict with

3. General

these general conditions, the special conditions shall apply.

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 nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

**18. Variation
Orders**

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

19. Assignment

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

20.Subcontracts

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

**21. Delays in the
supplier's
performance**

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

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

(b) if the supplier fails to perform any other obligation(s) under the contract; or

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 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 anti-dumping 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

**28. Limitation of
Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing
Language**

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.

31. Notices

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

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

32. Taxes and

Duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of

Contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

Revised July 2010

18. MBD 4: DECLARATION OF INTEREST

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

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

3.2 Identity Number:
.....

3.3 Position occupied in the Company (director, trustee, 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.

.....
.....
.....

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

(a) a member of –

(i) any municipal council;

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

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

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

3.9.1 If yes, furnish particulars

Section 3.9.1: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |

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

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

* Insert separate page if necessary

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

YES /

3.13.1 If yes, furnish particulars.

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

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

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

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

* Insert separate page if necessary

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

YES /

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

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

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

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

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	10	05
2	09	4.5
3	07	3.5
4	06	03
5	04	02
6	03	1.5
7	02	01
8	01	0.5
Non-compliant contributor	00	0.0

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.

- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- 1.3.10 Locality points shall be allocated as follows:

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

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
 - i. Municipal Account in the bidder's name.
 - ii. Proof of residence in the bidder's name.
 - iii. Bank statement with the bidder's address.
 - iv. Lease agreement indicating a local address, where the lessee is the bidder.
- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

20. **MBD 7.2: CONTRACT FORM - RENDERING OF SERVICES**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to **Gamagara Local Municipality** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GM2024/02** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

1

2

DATE:

NAME OF FIRM

DATE

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

1. I **KP LESERWANE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **GM2024/02** dated **19 September 2022** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE	COMPLETION DATE	B-BBEE STATUS LEVEL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS				N/A

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

SIGNED AT ON

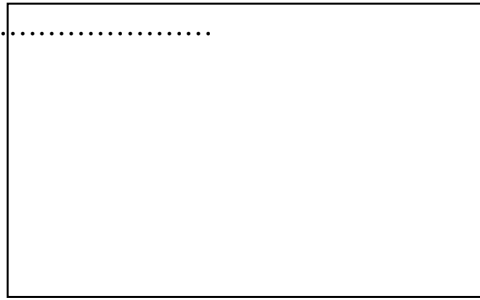
..... NAME (PRINT)

.....

SIGNATURE

.....

OFFICIAL STAMP

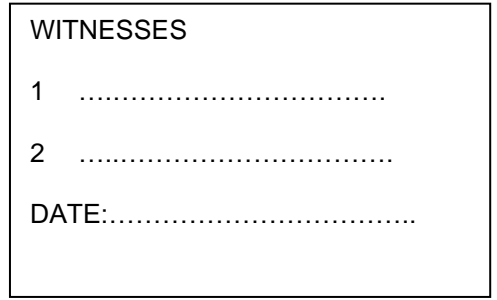
A large rectangular box intended for an official stamp or seal.

WITNESSES

1

2

DATE:.....

A rectangular box containing lines for two witnesses and a date.

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

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

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	N o
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/> Yes	<input type="checkbox"/> No o
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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No o
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
.....
Position

.....
Name of Bidder

22. 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:

THE APPOINTMENT OF FOUR SERVICE PROVIDERS TO PROVIDE TEMPORARY WATER SUPPLY THROUGH MOBILE WATER TANKERS, SUPPLY AND CLEANING OF JOJO TANKS AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

in response to the invitation for the bid made by:
GAMAGARA LOCAL MUNICIPALITY

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

I certify, on behalf of:_____

hat: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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

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

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

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Signature

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Date

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Position

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Name of Bidder