



**TENDER DOCUMENT  
FOR**

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**TENDER NO:**

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NAME OF BIDDER: .....

PHYSICAL TRADING OFFICE ADDRESS: .....

.....

**PREPARED BY:  
LOCAL MUNIPALITY  
PO BOX 8  
THEUNISSEN, 9410**

**BID CLOSING DATE: 02 MARCH 2026**

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## MASILONYANA LOCAL MUNICIPALITY

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

**(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	QUESTION	CONTRACTOR'S RESPONSE
1	Have you initialled all the pages of the BID document?	
2	Have you completed and signed the Returnable Schedules?	
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)</b> ?	
4	Have you submitted <b>Tax Compliance Certificate (CSD) report number and tax compliance status pin</b> ?	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	
6	Have you completed and signed the following forms: <ul style="list-style-type: none"> <li>• MBD 7.1 Form – Contract form for purchase of goods/works?</li> <li>• MBD 7.2 Form - Contract Form for rendering of Services?</li> </ul> <b>(as and when required)</b>	
7	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 <ul style="list-style-type: none"> <li>• Certificate of Independent Bid Determination?</li> </ul>	
8	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	
9	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	

**N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER**

SIGNATURE OF BIDDER: .....

NAME OF COMPANY: .....

## MASILONYANA LOCAL MUNICIPALITY

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# PART T1: TENDERING PROCEDURE

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

Bidders are hereby invited for the following bids by Masilonyana Municipality as per the following:

<b>NAME AND DESCRIPTION</b>	<b>TENDER NUMBER</b>	<b>PPPFA</b>	<b>BRIEFING SESSION</b>	<b>CLOSING DATE AND TIME</b>
Re-Advertisement: Appointment for Panel of <b>Six (6)</b> Service providers for Supply, Delivery and Installation of Water, Wastewater Maintenance Material, as and when required for a period of 36 months.	Panel – S, D & I WATER 2026 /01/003	Functionality Criteria will be applied as we as the 80/20 preference points system as indicated in MBD 6.1	Not applicable	02 March 2026

Bid documents will be available on the e-tender portal and municipal website ([www.masilonyana.co.za](http://www.masilonyana.co.za)) as from **03 February 2026** bidders are advised to download, print, price and complete all forms in the tender document as requested.

**NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.**

The closing time for receipts of tenders is **02 March 2026** Bids must be completed in black ink, enclosed in sealed tenders, endorsed with the corresponding notice number and description, must be placed in the tender box at the office of Masilonyana Local Municipality, **47 Le Roux Street, PO BOX 8, Theunissen, 9410**, not later than **12:00pm** on **02 March 2026** after which tenders will be opened in public.

Bids which are deposited late, Telegraphic, telephonic, facsimile, e-mailed electronically will not be considered. The Masilonyana Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act shall apply in the evaluation and awarding of the tender.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

**Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender data will apply.**

- Fully completed tender document.
- All bids submitted should remain valid for a period of **90 days** after the bid closing date.
- A Valid original SARS pin number and current Tax Compliance Certificate (CSD) report.
- Company profile with list of contactable references.
- Copies of company founding statement (CK)
- Certified copies of directors' ID document
- Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).

- All bidders must be registered on the Central Suppliers Database and proof thereof must be submitted with bids.
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

**Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:**

**Stage 1:** Compliance, **Stage 2:** Functionality (with a minimum threshold of **70** points out of **100** points to be attained by bidder to be evaluated further on the next stage). **Stage 3:** Price and Specific goals (80/20),

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Maximum Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	10
Outside the boundaries of Masilonyana but within the boundaries of Lejweleputswa Region	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	6
Outside of the boundaries of Lejweleputswa but within the Free State	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	4
<b>Maximum points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

- All MBD forms must be completed accurately (MBD1, MBD 3, MBD4, MBD 5, MBD6.1, MBD 7.1, MBD 7.2 MBD 7.3, MBD 8 and MBD 9).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- The MASILONYANA Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

Mr. MJ MATLOLE  
Municipal Manager

**47 Le Roux Street,  
PO BOX 8,  
Theunissen,  
941**

**TENDER**

**T1**

**T1.1**

**Part T1: Tendering Procedures**

**Tender Notice and Invitation to Tender**

**MBD 1**

**PART A INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MASILONYANA LOCAL MUNICIPALITY)</b>					
BID NUMBER:	<b>Panel – S, D &amp; I WATER 2026/01/003</b>	CLOSING DATE:	<b>02 March 2026</b>	CLOSING TIME:	<b>12H00pm</b>
DESCRIPTION	RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**47 Le Roux Street, PO BOX 8, Theunissen, 9410**

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. S Matobako		CONTACT PERSON	Mr. T Mthimkhulu	
TELEPHONE NUMBER			TELEPHONE NUMBER	067 908 9591	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	smatobako@masilonyana.co.za		E-MAIL ADDRESS	technicaldirector@masilonyana.co.za	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p><b>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONSULTANTS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p><b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b></p> <p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## MASILONYANA LOCAL MUNICIPALITY

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

The Conditions of Tender are the Standard Conditions of Tender as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 Government Gazette No 38960 of 10 July 2015. A copy is attached directly after this section.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The Employer is: MASILONYANA LOCAL MUNICIPALITY  
**Cnr Le roux & Theron Street,**  
**PO BOX 8**  
**Theunissen,**  
**9410**

F.1.2 The Tender Documents issued by the Employer comprise:

### THE TENDER

#### Part T1 Tendering procedures

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

#### Part T2 Returnable documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

### THE CONTRACT

#### Part C1 Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Performance Guarantee
- C1.4 Agreement in terms of Occupational Health and Safety Act, 1993

#### Part C2 Pricing Data

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

### Part C3 Scope of Work

C3 Scope of Work *Add the following:*

"Tenderers shall note that verbal information given by the Employer's agent during clarification meetings, site visits or at any time prior to the award of the Contract will not be regarded as binding on the Employer. Only information issued formally in writing in terms of either an Addendum (F.3.2) or a Clarification of a Tender Offer (F.3.10) will be considered as amending the Tender Documents.

F.2.12 No alternative offer will be accepted.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus **NIL** copies.

F.2.15.1 The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender box: Masilonyana Local Municipal Offices

Physical address: **Cnr Le roux & Theron Street, Theunissen, 9410**

Identification details: Tender number:

Title of Tender: **RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

F.3.5.1 A two-envelope procedure will **not** be followed.

F.2.13.9 Telephonic, facsimile or emailed tender offers will **not** be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is ninety (90) days.

F.2.20 The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document.

F.2.22 Return all retained Tender Documents within 28 days after the expiry of the validity period.

F.2.23 The Tenderer is required to submit the following with his tender

**Note: All Parties in a Joint Venture are Required to Submit the Required Documents**

**Please Note: Certified copies of previously certified documents will be regarded as invalid.**

- A valid Tax status Pin issued by the South African Revenue Services. All parties in the Joint Ventures (JV's) must also attach a valid Tax Status Pin issued by the South African Revenue Services.
- Certified copy of VAT Registration Certificate (if tenderer is VAT vendor)
- Certified copy of Company Registration Documents (if tenderer is a Company)
- Certified copy of Identity Document of Directors
- Joint venture agreement (if tenderer is a joint venture)
- Proof of registration with the Central Supplier Database drawn from the National Department of National Treasury website not older than one (1) month of the closing date;
- Evidence of registration and proof of good standing in construction work with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries and Diseases Act (Act No 130 of 1993) (COID). The Tenderer is required to disclose all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the Tenderer at a time during the 36 months preceding the date of this Tender (Refer Returnable Schedule Form C1);
- Proof of Registration in respect of each partner, where a tenderer satisfied the CIDB contractor grading designation requirements through the formation of a joint venture;
- Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
- Pro-forma Certificate of Insurance cover.
- Certified copies of key personnel qualifications and curriculum vitae.
- Original Bank rating Certificate with bank stamp. Minimum Rating of "C" or Higher required. Not older than 90 days.

F.3.4 The time and location for opening of the tender offers are:

Time: 12h00 on

Location: MASILONYANA LOCAL MUNICIPALITY offices: **Cnr. Le roux & Theron Street, Theunissen, 9410.**

F.3.11.1 The tender evaluation method for the evaluation of all responsive tender offers will be Method 2: Functionality, Price and preference in accordance with F.3.11.3

F.3.11.3. Method 2: Functionality, Price and preference

*Replace the last sentence of paragraph 4 (a)(i) with the following:*

"to Rand value of R 50 000 000.00 (all applicable taxes included):"

F3.11.7 Scoring financial offers

The financial offer will be scored using Formula 2 (Option 1) where the value of  $W_1$  is 80 points.

F3.11.8 Scoring preference

A maximum of 100 minus  $W_1$  tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.

**Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:**

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Maximum Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	10
Outside the boundaries of Masilonyana but within the boundaries of Lejweleputswa Region	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	6
Outside of the boundaries of Lejweleputswa but within the Free State	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	4
<b>Maximum points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

**MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**TENDER OFFERS WILL ONLY BE ACCEPTED IF:**

- Fully completed tender document.
- A Valid original SARS tax Compliance Certificate (CSD report)/Pin
- Certified copy of company registration/founding state/CIPC
- Certified copies of ID document for company directors
- Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
- All bids submitted should remain valid for a period of 90 days after the bid closing date.
- It should be noted that the 80/20 points system will be applied, 80 being for price and 20 for Specific goals
- Certificate certifying that the bidder has no undisputed commitments for municipal services towards a municipality or service i.r.o payments which are overdue more than 90 days, if the bidder is the lessee, a valid lease agreement must be submitted, or a letter from a tribal authority if the bidder operates in rural areas.
- Bidders to hold good for a period of 90 days
- Suppliers must be registered on the Central Supplier Database (CSD)
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.
- All supplementary / compulsory forms (MBD Forms) must be completed and signed in full.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**STANDARD CONDITIONS OF TENDER**

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

**F.1 General**

**F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.7 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

## **F.1.8 Competitive negotiation procedure**

**F.1.8.1.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.8.1.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.8.1.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.8.1.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

### **F.1.8.2 Proposal procedure using the two stage-system**

#### **F.1.8.2.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.8.2.2 Option 2**

**F.1.8.2.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.8.2.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior

process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

## **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

## **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

## **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

## **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

## **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

## **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## **F.2.8 Seek clarification:**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **F.2.9 Pricing the tender offer**

**F.2.9.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.9.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **F.2.10 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

## **F.2.11 Alternative tender offers**

**F.2.11.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.11.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.11.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

## **F.2.12 Submitting a tender offer**

**F.2.12.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.12.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.12.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.12.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The

employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.12.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.12.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.12.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.12.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.12.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.13 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

**F.2.14 Closing time**

**F.2.14.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.14.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.15 Tender offer validity**

**F.2.15.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.15.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.15.3** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.16 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

*Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.17 Provide other material**

**F.2.17.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.17.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.18 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.19 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.20 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.21 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.22 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### **F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

#### **Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

#### **F.3.3 Opening of tender submissions**

**F.3.3.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.3.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for specific goals and time for completion for the main tender offer only.

**F.3.3.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.4 Two-envelope system**

**F.3.4.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.4.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.5 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.7 Test for responsiveness**

**F.3.7.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.7.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **F.3.8 Arithmetical errors, omissions and discrepancies**

**F.3.8.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.9 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.10 Evaluation of tender offers**

#### **F.3.10.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.10.2 Method 2: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for specific goals

- 3) Add the points scored for price and specific goals.

### **F.3.10.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

### **F.3.11 Prepare contract documents**

**F.3.11.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.11.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.12 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.13 Notice to unsuccessful tenderers**

**F.3.13.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.13.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.13.3** Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**F.3.13.4** Provide written reasons for actions taken  
Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**F.3.13.5 Transparency in the procurement process**

**F.3.13.6** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

**F.3.13.7** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.13.8** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**TENDER EVALUATION CRITERIA.**

The tender will be evaluated on the following criteria:

**STAGE 1 – ADMINISTRATIVE COMPLIANCE**

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who fails to submit the following results in immediate disqualification:

1. Certified copies of ID document for company directors
2. Certified copy of company registration/founding statement/CIPC
3. Certified copy of CIDB (CE) proof of registration, gradings are not necessary.
4. Certificate of Authority for Signatory
5. A valid Tax status Pin issued by the South African Revenue Services. All parties in the Joint Ventures (JV's)
6. Joint Venture Agreement and Power of Attorney, in case of Joint Venture
7. Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
8. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
9. The bidder must provide a Valid Letter of Good Standing (COIDA).
10. All supplementary/compulsory forms (MBD Forms) must be fully completed and signed
11. The document must be completely filled in Black Ink & corrections are countersigned.
12. Tenderers are advised to ensure that their documents are completed in full as incomplete tender documents will lead to disqualification.

## **SECOND STAGE 2 – FUNCTIONALITY EVALUATION**

Responsive bidders will be evaluated further on Quality/Functionality. The minimum threshold of Seventy (70) points has been predetermined and all bidders with a score below Seventy (70) points will not be considered further and will be disqualified.

The Quality/Functionality criteria and maximum scores in respect of each of the criteria are as tabled below.

Points score for functionality will be rounded off to the nearest two decimal places.

The points allocation for the Functionality Evaluation is detailed in table below.

<b>Description Of Quality Criteria</b>	<b>Maximum Possible points</b>
Company Experience (Track Record on Projects of Similar Nature)	30
Key Personnel	30
Delivery Plan/Work plan	10
Plant & Equipment	30
<b>Total Maximum Evaluation Points</b>	<b>100</b>

**DETAILED BREAKDOWN OF THE EVALUATION CRITERIA: SUPPLY, DELIVERY & INSTALLATION**

CRITERIA	SUB-CRITERIA	POINT	Verification Method
	<b>Track Record or Similar Work Done</b>	<b>30</b>	
<b>Company Experience</b>	30 Points- (5 or More) Appointment Letters or Purchase Orders and Signed Reference Letters/Completion Certificates (Similar Type of project in the past ten years)	30	Appointment Letters/Purchase Orders stamped and Signed Reference Letters/Completion Certificates
	20 points-(3) Appointment Letters or Purchase Orders and Signed Reference Letters/ Completion Certificates (Similar Type of project in the past ten years)	20	Appointment Letters/Purchase Orders stamped and Signed Reference Letters/Completion Certificates
	10 Points-(1-2) Appointment Letters or Purchase Orders and Signed Reference Letters/ Completion Certificates (Similar Type of project in the past ten years)	10	Appointment Letters/Purchase Orders stamped and Signed Reference Letters/Completion Certificates
	<b>Key Personnel</b>	<b>30</b>	
<b>Key Personnel</b>	Contracts Manager/Project Manager – Bachelor of Technology in Civil Engineering with ECSA (Pr. Eng/Pr. Tech/Pr. Techni) or SACPCMP (Pr. CPM/Pr. CM) registration. Years of working experience on water and sanitation services. 5 years = 10 points 4 years = 8 points 3 years = 6 points 2 years = 4 points 1 year = 2 points 0 years = 0 points	10	CV and contactable references
	Site Supervisor/Foreman – National Diploma Civil Engineering. Years of working experience on water and sanitation services. 3 years = 5 points 2 years = 2 points 1 year = 1 points 0 years = 0 points	5	CV and contactable references
	Artisan (Pipe laying) – Trade test. Years of working experience on water and sanitation services. 3 years = 5 points 2 years = 2 points 1 year = 1 points 0 years = 0 points	5	CV and contactable references
	Mechanical /Pump Artisan – Trade test. Years of working experience on water and sanitation services. 3 years = 5 points 2 years = 2 points 1 year = 1 points 0 years = 0 points	5	CV and contactable references
	Safety Officer – SAMTRAC/Safety Management (Registration as CHSO with SACPCMP). Years of working experience on water and sanitation services. 3 years = 5 points 2 years = 2 points 1 year = 1 points	5	CV and contactable references

	0 years = 0 points		
	<b>Lead Time</b>	<b>10</b>	
<b>Lead Time</b> (Attach a delivery plan of how the services are to be provided).	Completion Of Orders within 3 Weeks from date of confirmation	10	Attach a delivery plan
	Completion Of Orders within 3-4 Weeks from date of confirmation	6	Attach a delivery plan
	Completion Of Orders within 4 up 6 Weeks from date of confirmation	4	Attach a delivery plan
	<b>PLANT AND EQUIPMENT</b>	<b>30</b>	
<b>PLANT AND EQUIPMENT</b>	<b>Owned (Enatis Ownership Document).</b> 1 x 10m <sup>3</sup> Tipper Trucks = 5 points 1 x Flat-base Truck = 5 points 1 x Sewer Jet Truck = 5 points 1 x LDV = 5 points 1 x TLB = 5 points 1 x Excavator = 5 points	30	Enatis Vehicle Ownership Documents
	<b>Leased (Letter of Intent).</b> 1 x 10m <sup>3</sup> Tipper Trucks = 3.5 points 1 x Flat-base Truck = 3 points 1 x Sewer Jet Truck = 3.5 points 1 x LDV = 3 points 1 x TLB = 3.5 points 1 x Excavator = 3.5 points	20	Letter of Intent and Enatis Document of the owner
	No Plant	0	

### **STAGE 3: FINANCIAL OFFER AND PREFERENCE EVALUATION**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022)

#### **80/20 preference point system for acquisition of goods or services with Rand value above R30 000.00 up to Rand value equal R50 million**

1. The following formula must be used to calculate the points out of 80 for price in respect of a quotation/tender with a Rand value above R10 000.00 up to R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

Ps = Points scored for price of tender under consideration;  
Pt = Price of tender under consideration;  
and Pmin = Price of lowest acceptable tender.

1.1 A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.

1.2 The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.

1.3 Proof of locality must be submitted in order to claim point(s) for locality

1.4 Failure to submit proof of locality with quotation/tender, will lead to a score of zero (0) and not a disqualification

## 2. Specific Contract Participation Goals

2.1 the tendering conditions will stipulate the specific goals, as contemplated in section 2(1)d(ii) of the preferential Procurement Act, to be attained

2.2 for any tenders a maximum of 20 points (80/20 preference points system) will be allocated for specific goals. These goals are:

2.3 Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability

2.4 Local labour, and/ or promotion of enterprise located in the municipal area

### STEP 2: CALCULATION OF POINTS FOR HDI

HDI points will be allocated as follows:

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2

<b>Total Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	<b>10</b>
Within the boundaries of Lejweleputswa Region	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	<b>6</b>
Outside of the boundaries of Lejweleputswa but within the Free State	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	<b>4</b>
<b>Total points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

- f) failed to perform on any previous contract and has been given a written notice to this effect;
- g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;

#### **STAGE 4: RISK ANALYSIS-SUPPLY CHAIN MANAGEMENT**

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a) Abused the institution's supply chain management system;
  - b) Committed fraud or any other improper conduct in relation to such system; (c) Failed to perform on any previous contract.
2. 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 *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

3. Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- a) Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
  - b) Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?
4. This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and is not limited to best practice guidelines of procurement, Engineering Profession Act (Engineering Council of South Africa – ECSA: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professions (ECSA) for the typical services stages as listed), tender evaluations and etc.

**MASILONYANA LOCAL MUNICIPALITY**

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**PART T2: RETURNABLE DOCUMENTS**

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## MASILONYANA LOCAL MUNICIPALITY

### T2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers shall comply with the following requirements: failure to comply may or will lead to disqualification.

#### 1. Returnable Schedules – Evaluation Documents

<b>Returnable Schedule</b>	<b>Description</b>	<b>Compliance Evaluation</b>	<b>Technical Evaluation</b>
RS0001	Authority of Signatory	√	
RS0002	Form of Acceptance and Declaration		
RS0003	Certificate for Attendance of Compulsory Briefing Session	√	
RS0004	Compulsory Enterprise Questionnaire	√	
RS0005	Declaration of Service Provider 's Past supply Chain Management Practices	√	
RS0006	Declaration of interest	√	
RS0007	Declaration for Procurement above R10 million (vat inc.) (if applicable)	√	
RS0008	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	√	
RS0009	Contract Form - Rendering of Services	√	
RS0010	Contract Form - Rendering of Services	√	
RS0011	Declaration of Bidder's Past Supply Chain Management Practices	√	
RS0012	Certificate of Independent Tender Determination	√	
RS0013	Declaration in Terms of the Municipal Finance Management Act	√	
RS0014	Registration on National Treasury Central Supplier Database	√	
RS0015	Bidder's Track Record (Similar Projects)	√	
RS0016	Certificate Of Authority for Signatory to Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)	√	
RS0017	Bidders Resources		√
RS0018	Record of Addendum	√	
RS0019	Municipal Accounts	√	

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**RS0001: AUTHORITY OF SIGNATORY**

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of ..... by virtue of the Articles of Association/Resolution of the Board of Directors\* or.....

\* Delete whichever is not applicable, or if neither are applicable, indicate alternate authority.

NAME: .....

CAPACITY: .....

SIGNATURE: .....

DATE: .....

WITNESSES:

1. ....

WITNESSES:

2. ....

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**RS0002: FORM OF ACCEPTANCE AND DECLARATION**

The Municipal Manager

MASILONYANA LOCAL MUNICIPALITY

Cnr Le roux & Theron Street

PO BOX 8

Theunissen

9410

I/We ..... (To be completed)

***(Representative or Company Name)***

The undersigned, having examined the Specification, hereby offer to supply the municipality with the requirements called for on the municipality's Form of Tender and Specifications, "Form A" attached, in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this tender up to the order date.

I/We further undertake, in the event of the acceptance of this tender, either wholly or in part, to enter into a formal contract, if required, and to provide one good and sufficient surety for the due fulfilment of the contract to the satisfaction of the municipality.

I/We also agree:

- a) that if the tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us.
- b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

MASILONYANA LOCAL MUNICIPALITY

Cnr Le Roux & Theron Street

Po Box 8

Theunissen

9410

- c) the law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;

- d) that if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

**I/WE ALSO DECLARE THAT:**

- 1) the information provided is true and correct;
- 2) the signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid original (or valid certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted  
In the case where it is not possible for a Service Provider to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.  
In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.
- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) the original valid tax clearance certificate is attached or the Pin Number has been submitted
- 6) My municipal rates and taxes are paid up to date and the following is attached:

**A. SERVICE PROVIDER IS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM ITS PREMISES**

A.1 In the case where the Service Provider owns the property from which the Service Provider's business operates from, an original or certified copy of the Service Provider's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e.

property rates, electricity, water, refuse & sewer from the municipality in which jurisdiction the said property is situated, must be submitted.

**NB:** Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices

**OR**

**B. SERVICE PROVIDER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

B.1 In the case where the Service Provider does not own property and is a tenant for the purpose of its business establishment, the Service Provider to provide an original or certified copy of a certificate from its landlord certifying that all the tenant's payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

B.2 In the case where the Service Provider as tenant is responsible for its own municipal accounts with the Municipality then Service Provider must attach the letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

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**RS0003: MUNICIPALITY CERTIFICATE FOR ATTENDANCE OF COMPULSORY BRIEFING SESSION**

Certificates for attendance of compulsory session will be issued by the Employer and emailed to each prospective bidder.

ATTACH SIGNED COPY OF THE COMPULSORY CLARIFICATION MEETING (NOT APPLICABLE)

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**RS0004: 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.

If any of the above boxes are marked, disclose the following:

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

\*insert separate page if necessary

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

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

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

If any of the above boxes are marked, disclose the following:

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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....  
 .....  
 .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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**MBD 3.1**

**RS0006: DECLARATION OF SERVICE PROVIDER 'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Tendering Document must form part of all Tenders invited. 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.

The Tender of any Service Provider may be rejected if that Service Provider, or any of its directors have:

- Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- Been convicted for fraud or corruption during the past five years;
- Will fully neglected, reneged on or failed to comply with any government, municipal or other public sector Tender during the past five years; or
- 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).

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

Item	Question	Yes	N
4.1	Is the Service Provider or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	N
4.1.1	If so, furnish particulars:		
4.2	<b>Is the Service Provider 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)?</b>  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	N
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No

4.3	Was the Service Provider or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<b>Does the Service Provider 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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any Tender between the Service Provider 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 Tender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Service Provider

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**MBD 4**

**RS0007: DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>	
3.1.	Full Name of bidder or his / her representative: .....	
3.2.	Identity number: .....	
3.3.	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):.....	
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 (where applicable) must be indicated in paragraph 4 below	
3.8.	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder member: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed: .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p>	<p><b>YES / NO</b></p>
	<p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

3.14	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<b>YES / NO</b>
3.14.1		

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

**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:**

Full Name	Identity Number	Individual Tax Number for each Director	State Number Employee (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

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**MBD 5**

**RS0008: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INC.)**

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

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

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

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services **\*YES/NO**

towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2. If yes, provide particulars.

.....

.....

\* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the **\*YES/NO**

past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1. If yes, furnish particulars

.....

.....

3.2. Will any portion of goods or services be sourced from outside the Republic, and, if so, \*YES /NO  
what portion and whether any portion of payment from the municipality / municipal

entity is expected to be expected to be transferred out of the Republic?

If yes, furnish particulars

.....

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I  
ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE  
FALSE.**

.....

**Signature**

.....

**Date**

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**MBD 6.1**

**RS0009: 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).
- This tender will be evaluated on 80/20 preference points system.

1.2 To be completed by the organ of state

- a) 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.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS</b>	20	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>0</b>

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.

1.5 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 regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

“Historically Disadvantaged Individual” (HDI) is defined as a South African citizen:

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or
- 2) who is a woman, and/or
- 3) who has a disability with the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.
  - (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
  - (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
  - (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
  - (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
  - (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of MASILONYANA LOCAL MUNICIPALITY Preferential Procurement Policy, 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 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.)**

CATEGORY	VERIFICATION METHOD	WEIGHTING
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Total Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	10
Within the boundaries of Lejweleputswa Region	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	6
Outside of the boundaries of Lejweleputswa but within the Free State	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	4
<b>Total points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

**4.5. TYPE OF COMPANY/ FIRM: [TICK APPLICABLE BOX]**

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

4.6. I, the undersigned, who is duly authorized 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 because of points claimed as shown in paragraphs 1.4 and 4.2, the Consultant 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 because of that person’s conduct.
  - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or Consultant, 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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>DATE</b> .....</p> <p><b>ADDRESS:</b> .....</p>
--

<p>WITNESSES</p> <p>1.....</p> <p>2. ....</p>
---

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

**MBD 7.1**

**RS00010: CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

## **CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER 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 supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of 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
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- I..... in my capacity as..... Accept your bid under reference number ..... dated ..... for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

**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 SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;

- Declaration of Bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as..... accept your bid under reference number .....dated.....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.

	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

**RS0012: 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 2015).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p><b>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?</b>  <b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2015)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
Item	Question	Yes	No

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

### CERTIFICATION

**I, THE UNDERSIGNED (FULLNAME) ..... 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.**

**RS0013: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of MUNICIPALITY / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 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

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**RS0014: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT**

Item	Question	Yes	No
1.1	Is the tenderer or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the tenderer 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)? <b>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	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 Tenderer**

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**RS0015: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause F.2.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Central Supplier Database Supplier Number: .....

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**RS0016: BIDDERS TRACK RECORD (SIMILAR PROJECTS)**

The tenderer shall indicate on the schedule below all relevant projects (the analysis and design of new and remedial works) that have been successfully completed in the past five years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

<b>BIDDERS TRACK RECORD</b>			
<b>TITLE AND BRIEF DESCRIPTION OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER (Contact Details)</b>	<b>DATE COMPLETED</b>

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**RS0017: CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on ..... 20 .....,

Mr/Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) on behalf of.....

SIGNED ON BEHALF OF THE COMPANY: .....

IN HIS/HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY : .....

WITNESS 1 .....

NAME (IN CAPITALS) .....

WITNESS 2 .....

NAME (IN CAPITALS) .....

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**RS0018: BIDDERS RESOURCES**

The tenderer shall indicate on the schedule below all relevant projects (the analysis and design of new and remedial works) that have been successfully completed in the past five years, or that are underway at present. Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

ITEM	DESCRIPTION	OWNED	TO BE HIRED

SIGNED BY TENDERER: .....

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**RS0019: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following Communications/Addenda/Notice(s) to tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED BY TENDERER: .....

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**RS0020: MUNICIPAL ACCOUNT**

PAGEE CAS	TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED IN THE E WHERE:	<input type="checkbox"/>
<b>A.</b>	<b>TENDERER AS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM PREMISES</b>	
	<p><u>A.1</u> In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business (not older than 3 months) indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse &amp; sewer from the MUNICIPALITY in which jurisdiction the said property is situated, must be submitted.</p>	<input type="checkbox"/>
	OR	
	<p><u>A.2</u> In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal account is billed. If the property rates, electricity, water, refuse is charged by the MUNICIPALITY, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.</p>	
NB:	<p>Should there be separate tax invoices from the MUNICIPALITY for property rates and services (taxes), you are required to submit the most recent of each of these invoices.</p>	<input type="checkbox"/>
	OR	
<b>B.</b>	<b>TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES</b>	<input type="checkbox"/>
	<p><u>B.1</u> In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse &amp; sewer are paid up to date, or.</p>	<input type="checkbox"/>
	<p><u>B.2</u> In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse &amp; sewer.</p>	<input type="checkbox"/>
	<p><u>B.3</u> In the case where the tenderer operates in the property owned by relative and does not pay rent or rate an affidavit from the relative confirming such must be attached</p>	<input type="checkbox"/>
	<p><u>B.4</u> In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property). The incubator is to provide their original or certified copy of rates account or letter from the landlord.</p>	<input type="checkbox"/>

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## **C2.1 PRICING INSTRUCTIONS**

### **1. GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications.

2. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### **3. QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Schedule of Quantities are estimates only, and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

### **4. PROVISIONAL SUMS**

Where Provisional sums or Prime Cost sums are provided for items in the Schedule of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Schedule of Quantities and in the Summary of the Schedule of Quantities unless so ordered or authorised in writing by the Employer before closure of

tenders. Any unauthorised changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Schedule of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

## **5. PRICING OF THE SCHEDULE OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

For "Rate Only" items, no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Reasonable compensation will be received where no payment item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Schedule of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Schedule of Quantities. Note that fractions of a cent in all rates shall be omitted.

## **6. CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

## 7. UNITS OF MEASUREMENT

The units of measurement described in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm = millimetre	m = metre	km = kilometre
km-pass = kilometre-pass	m <sup>2</sup> = square metre	m <sup>2</sup> -pass = square metre-pass
ha = hectare	m <sup>3</sup> = cubic metre	kW = kilowatt
m <sup>3</sup> -km = cubic metre-kilometre	l = litre	kl = kilolitre
kg = kilogram	t = ton (1 000 kg)	No = number
% = percent	PC sum = prime cost sum	MN-m = meganewton-metre
Prov. sum = provisional sum	kPa = kilopascal	MPa = megapascal
MN = meganewton	t-km = tonkilometre	h = hour
dia. = diameter	Sum = lump sum	

### 1. TENDERED RATES BASED ON LEGISLATION

The tendered rates and amounts included in the bills of quantities are to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.

The Pricing Schedules list all items that are required under this contract, and suppliers are required to complete the pricing schedule contained in the pricing instruction to evaluate service providers on price.

The suppliers shall provide prices (Vat Inclusive) for items listed in the table. Prices must remain firm for a 12-month period and thereafter, will be subject to CPI escalation, on the anniversary of the contract

NOTE:

- BIDDERS DO NOT HAVE TO PRICE THE BOQ BELOW, THIS IS AN INDICATION FOR TYPE OF MATERIALS THAT THE MUNICIPALITY WILL NEED FOR WATER AND WASTEWATER MAINTENANCE MATERIAL.
- SUCCESSFUL BIDDERS WILL BE ISSUED WITH "RFQ" ON SPECIFIC REQUIRED ITEMS THAT ARE LISTED AND ANY ANOTHER ITEMS RELATED TO WATER AND WASTEWATER MAINTENANCE MATERIAL THAT ARE NOT LISTED, THAT MAY BE REQUIRED FROM TIME TO TIME BY THE MUNICIPALITY.

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**BILL OF QUANTITIES:**

ITEM	DESCRIPTION	QTY	RATE
1	75mm dia. uPVC Pipes CI9	1	
2	90mm dia. uPVC Pipes CI9	1	
3	160mm dia. uPVC Pipes CI9	1	
4	200mm dia. uPVC Pipes CI9	1	
5	110mm dia. uPVC sewer pipes CI6	1	
6	110mm Y - junctions sewer	1	
7	110mm Rodding eye	1	
8	Cast Iron Valves 200mm dia. CI16	1	
9	Reducing Tee 90 x 75mm uPVC CI10	1	
10	160mm Galvanised straight couplings CI10	1	
11	75mm dia. uPVC Equal tee CI10	1	
12	20mm dia. HDPE pipe CI10	1	
13	25mm da. HDPE pipe CI10	1	
14	75mm x 20mm dia. Saddles	1	
15	20mm dia. Stopcocks (uPVC)	1	
16	25mm dia. Stopcocks (uPVC)	1	
17	Adaptor compression male 20x15mm	1	
18	Adaptor compression male 25x20mm	1	
19	Adaptor compression male 20x20mm	1	
20	Adaptor compression male 32x25mm	1	
21	Adaptor compression male 50x50mm	1	

22	Adaptor compression male 40x40mm	1	
23	110mm Cast iron isolation valves	1	
24	160mm Cast iron isolation valves	1	
25	75mm uPVC Reducers CI10 (AC to uPVC)	1	
26	110mm Ranger couplings (95 – 104mm)	1	
27	110mm uPVC Reducers CI10 (AC to uPVC)	1	
28	160mm uPVC Reducers (AC to uPVC)	1	
29	Tee piece compression 20mm	1	
30	20mm Compression couplings	1	
31	25mm Compression couplings	1	
32	Pipe thread seal tape 12m	1	
33	Cement (50kg bags)	1	
34	160mm dia. Ranger couplings (174 – 183mm)	1	
35	110mm uPVC pipe CI9 (6m Lengths)	1	
36	110mm x 20mm dia. Saddles	1	
37	Kamler coupling 88-104mm	1	
38	Klamflex coupling 218-235mm	1	
39	Klamflex coupling 239-250mm	1	
40	Klamflex coupling 315-328mm	1	
41	Repair cascade clamp 95-104mm	1	
42	Repair cascade clamp 150-161mm	1	
43	Repair cascade clamp 238-255mm	1	
44	Coupling compression 40mm	1	
45	Coupling compression 50mm	1	
46	Coupling compression 75mm	1	

47	Compression male adaptor 75x80mm	1	
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48	63mm Ball Valves	1	
49	32mm Galvanized nipples	1	
50	40mm Galvanized nipples	1	
51	63mm Galvanized nipples	1	
52	80mm Galvanized nipples	1	
53	50mm Galvanized Tee	1	
54	32mm Galvanized Tee	1	
55	50mm Galvanized Union	1	
56	40mm Galvanized 90°Bend	1	
57	40mm Galvanized Tee	1	
58	32x32 Galvanized Tee	1	
59	80mm Galvanized Tee	1	
60	uPVC Adaptors CI12 (75mm - 90mm)	1	
61	uPVC Adaptors CI12 (75mm - 100mm)	1	
62	uPVC Adaptors CI12 (90mm - 100mm)	1	
63	uPVC Adaptors CI12 (100mm - 160mm)	1	
64	uPVC Adaptors CI12 (160mm - 200mm)	1	
65	uPVC Reducing Tee (75mm - 160mm)	1	
66	uPVC Reducing Tee (100mm - 160mm)	1	
67	uPVC Reducing Tee (100mm - 200mm)	1	
68	uPVC Reducing Tee (90mm - 75mm)	1	
69	uPVC Reducing Tee (90mm - 160mm)	1	
70	110mm x 20mm Threaded Saddles	1	
71	50mm x 20mm Threaded Saddles	1	

72	63mm x 25mm Threaded Saddles	1	
73	63mm x 100m HDPE Pipe Cl12	1	
74	63mm x ¾" Compression saddle	1	
75	20mm x ¾" Adaptor male	1	
76	Sud-floc 3465/similar	1	
77	Sodium Hypochlorite	1	
78	5000ltr JOJO Tanks/similar	1	
79	Dosing pumps [0-6l/h @ 7Bar]	1	
80	10000ltr JOJO Tanks/similar	1	
81	Flexible plastic pipe for dosing purpose 8mm diameter	1	
82	200ltr day tanks	1	
83	DPD free and total chlorine reagent	1	
84	pH Buffers 10	1	
85	pH Buffers 7	1	
86	pH Buffers 4	1	
87	pH Storage solution	1	
88	Conductivity standards – 1413 micro siemens per centimetre	1	
89	Conductivity standards – 12880 micro siemens per centimetre	1	
90	Conductivity standards – 147 micro siemens per centimetre	1	
91	Turbidity calibration standards – 10NTU	1	
92	Turbidity calibration standards – 20NTU	1	
93	Turbidity calibration standards – 100NTU	1	
94	Turbidity calibration standards – 800NTU	1	
95	Blue shade cloth 220 GSM (1.8m x 50m)	1	
96	Sud-floc 3465/similar	1	
97	Sodium Hypochlorite	1	



98	5000ltr JOJO Tanks/similar	1	
99	Dosing pumps [0-6l/h @ 7Bar]	1	
100	Personal Protective Clothing for the water and sanitation teams.	1	
101	Heavy Duty Doors	1	
102	Sewer Unblocking Rods	1	
103	Cam Jet Renting	1	
104	Manhole Rings	1	
105	Manhole Covers	1	
106	Water Cisterns	1	
107	Gate Valves	1	
108	Water Reservoirs steel covers	1	
109	Flow meters	1	
110	Reservoir Lining	1	
111	Turbidity Meter	1	
112	pH Meter	1	
113	Chlorine Testing Kit	1	
114	Conductivity Meter	1	
115	Thermometer/Temperature Probe	1	
116	Jar Test Apparatus	1	
117	315mm uPVC pipe Cl6 including the fittings	1	
118	Engerix B Single	1	

**\*And any other water and wastewater material that might not have been listed on this tender.**

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**SCOPE OF WORK AND SPECIAL CONDITIONS:**

**1. SCOPE OF WORKS**

Employer's objectives to ensure an uninterrupted supply of water and wastewater maintenance material as and when required.

**2. DESCRIPTION OF SUPPLIES:**

Supply, delivery and offloading of roads maintenance material. The preferred method of product supply for this contract is on a call down approach. Requirements will be "called off" against the contract on an "as and when required" basis during the contract period. Actual required quantities will be ordered by means of purchase orders. On receipt of our purchase order, the delivery process is to commence.

Extent of the supplies Strategic Stockholding Requirements The quantities listed on the pricing schedule are estimates but should not be considered as binding. The successful supplier is required to hold stock of raw material, equivalent to a single month supply, based on average usage of product by the municipality, at his premises and costs. The LOCAL MUNICIPALITY reserves the right to audit the stock holding of the raw material at the successful supplier's premises, at any time during the contractual period. Should this ever drop to a level below one month of stock, the LOCAL MUNICIPALITY is to be immediately notified.

Should the contractor for whatever reason be unable to supply one or more of the products, then the contractor would first be expected to purchase equivalent product from other manufacturers and to supply such to the LOCAL MUNICIPALITY, at the contracted prices. Alternatively, it is accepted that the LOCAL MUNICIPALITY reserves the right to purchase a similar product from alternative sources and to recover the difference in price paid from the contractor.

**3. TIME OF DELIVERY**

Delivery must include the offloading and storage to Municipal Workshop in all Towns (Theunissen, Brandfort, Winburg and Verkeerdevlei). Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the contract.

Deliveries to reach the municipality during normal working hours between the hours of 07h30 and 16h30, unless otherwise agreed to by the end user Municipal department, and formal delivery notes to be signed by both parties for each delivery.

The delivery lead-time from the date of receipt of the order shall be no more than five working days.

**4. PAYMENT**

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

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

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. Payment will be made in Rand unless otherwise stipulated.

## **5. PENALTY ON LATE DELIVERY**

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 the day of the delivery.

## **6. BONDS AND GUARANTEES**

The supplier warrants or guarantees (which applicable to be indicated) 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. 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.

This warranty or guarantee (which applicable to be indicated) 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.

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

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.

## **7. INSURANCE PROVIDED BY THE EMPLOYER/SUPPLIER**

Public Liability Cover to the value of R10million per incidence is required for this contract.

## **8. HEALTH AND SAFETY REQUIREMENTS**

General

In addition to Subclause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH), the service provider shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

## **9. SERVICE PROVIDERS MUST ALSO TAKE NOTE THAT:**

- Container Equipment of any receptacles and/or vessels for material supplied such as tankers, bakkies, trucks or drums.
- Must be delivered in Leak Proof/undamaged condition.
- Any leaking/damaged containers to be immediately removed and replaced after notification to the supplier by the Employer.
- All costs incurred resulting from leaking containers will be for the successful supplier's account.

## **10. HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES.**

Compliance with Legislation:

The Successful Supplier must act strictly in compliance with the Occupational Health and Safety Act 85 of 1993 and specifically with Regulation 7 of the General Administrative Regulations of the Occupational Health and Safety Act 85 of 1993.

Subject to provisions of Section 10 (3) and (4) of the Act, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicably provide the party receiving such substance, free of charge with a material safety data sheet containing all the information with regard to:

- a. Product and company identification;
- b. Composition /information or ingredient;
- c. Hazard's identification;
- d. Handling and storage
- e. Exposure control /personal protection
- f. Physical and chemical properties
- g. Disposal consideration
- h. Transport information
- i. Other information.

Subject to the provisions of section 11 (1)(2)(3) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, all contractors must ensure that the exposure of an employee is adequately controlled.

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **PART C1: AGREEMENTS AND CONTRACT DATA**

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### **C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of **RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: (Not Applicable at this stage)**

(in words) .....  
 .....Rands;

(in figures) R.....

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

Signature(s) .....

Name(s) .....

Capacity .....

**For the Tenderer:**

(Insert name and address of organization) .....

.....

Name & Signature of Witness .....

Date.....

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**FORM B: ACCEPTANCE.**

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

The terms of the contract are contained in:

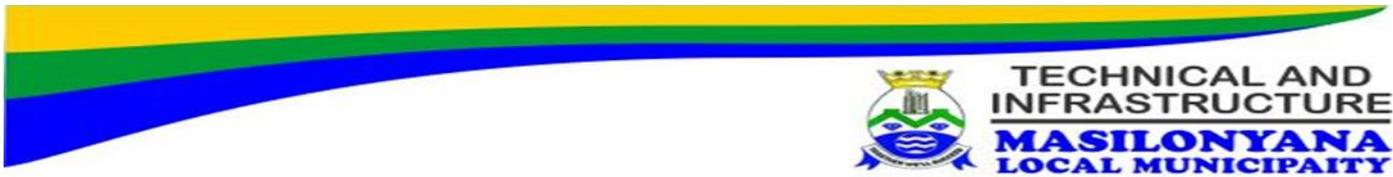
- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work.

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the Tenderer acknowledges the receipt of a formal letter awarding the contract; (b) the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within five working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties, effective from the date of signature below by the Employer.



**Signature:** *(of person authorized to sign the acceptance)* .....

**Name:** *(of signatory in capitals)* .....

**Capacity:** *(of Signatory)* .....

**Name of Employer:** *(organization)* LOCAL MUNICIPALITY

Address: Cnr Le Roux & Theron Street, PO BOX 8, 9410.

**AS WITNESS**

**Signature:** ..... **Name:** *(in capitals)* .....

**Date:** .....

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

**FORM B: ACCEPTANCE.**

**FORM C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by LOCAL MUNICIPALITY prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1.  
**Subject:**.....

**Details:** .....  
 .....

2.  
**Subject:**.....

**Details:** .....  
 .....

3.  
**Subject:**.....

**Details:** .....  
 .....

4.  
**Subject:**.....

**Details:** .....

By the duly authorized representatives signing this Schedule of Deviations,  
 Local Municipality and the Tenderer agree to and accept the foregoing Schedule of  
 Deviations as the only deviations from and amendments to the documents listed in the

Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and LOCAL MUNICIPALITY during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

Witness:

Signature: .....

Name: .....

Date: .....

**FOR LOCAL MUNICIPALITY**

Signature: .....

Name: .....

Capacity: .....

Witness:

Signature: .....

Name: .....

Date: .....

By signing this part of this form of offer and acceptance, the municipality identified below accepts the tenderers offer. In consideration thereof, the municipality shall pay the Tender or the amount due. Acceptance of the tenderers offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this Tender that is the subject of this agreement.

**RE-ADVERTISEMENT: APPOINTMENT FOR A PANNEL OF SIX (6) SERVICE PROVIDERS FOR SUPPLY, DELIVERY AND INSTALLATION OF WATER AND WASTEWATER MAINTENANCE MATERIALS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS.**

## FORM B: ACCEPTANCE.

### C1.2 Contract Data

#### CONDITIONS OF CONTRACT

**GENERAL CONDITIONS OF CONTRACT** published by the National Treasury, together with the municipality's Special Conditions of Contract.

#### 1. DEFINITIONS

#### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default

24. Dumping and countervailing duties

25. Force Majeure

26. Termination for insolvency

27. Settlement of disputes

28. Limitation of liability

29. Governing language

30. Applicable law

31. Notices

32. Taxes and duties

33. National Industrial Participation Programme (NIPP) In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

## **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 supplied bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the 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 supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

#### **4. Standards**

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

#### **5. Use of contract documents and information; inspection.**

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

#### **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 in SCC.

#### **8. Inspections, tests and analyses**

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

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

## **9. Packing**

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

#### **11. Insurance**

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

#### **12. Transportation**

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

#### **13. Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

#### **17. Prices**

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

#### **18. Contract amendments**

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

#### **19. Assignment**

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

#### **20. Subcontracts**

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

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

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly

exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

#### **26. Termination for insolvency**

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

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

### **27. Settlement of Disputes**

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

### **28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or 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 in SCC.

### **31. Notices**

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

### **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

**33. National Industrial Participation (NIP) Programme**

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.