



BID DESCRIPTION: APPOINTMENT OF A PANEL TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS PER PART TO CLEAN SEWER PUMP STATIONS AND UNBLOCK OF SEWER AND STORMWATER PIPELINES FOR A PERIOD OF THREE (3) YEARS, ON AN AS AND WHEN REQUIRED BASIS.

Bid Number: MLM 05/2022/23

SCM Unit contact number: (016) 973 8740/1/2/3/4

Department contact number: (016) 973- 8434

CLOSING DATE: 18 NOVEMBER 2022

TIME: 11:00

DEPOSITED IN THE BID BOX SITUATED AT:
--

Metsimaholo Local Municipality, No 10 Fichardt Street, Finance Building, Ground Floor
--

Bid Price (Part A): _____

Bid Price (Part B): _____

Name of Bidder: _____

CSD Supplier Number: _____

Contact Person: _____

Contact no: _____

Email Address: _____

Please Note:

1. No bid or tender will be awarded to a person in the service of the State.
2. No bid or tender will be awarded without submitting Municipal Accounts or lease agreement.
3. No bid or tender will be awarded to tender defaulters or restricted by National Treasury.
4. Bidder must be registered with **Central Supplier Database** from National Treasury and Supplier or Vendor number must be submitted.
5. Other conditions of the bid or tender must be adhered to by the Bidder.
6. Documents must be inserted in a **sealed envelope**; failure to do so will lead to disqualification.
7. **If you are late for the briefing session you will not be allowed to sign the attendance register**

APPROVED BY: MUNICIPAL MANAGER

ADV. L.M.A MOFOKENG: _____



TABLE OF CONTENTS

Contents	Page Number
Cover page	1
Table of contents	2
MBD 1	3 - 5
MBD 3.1	6
Tender Returnables	7 - 8
Functionality (Part A and Part B)	9 - 14
MBD 4	15 – 18
MBD 5	19-21
MBD 6.2	22-26
MBD 6.1	27-33
MBD 8	34-36
MBD 9	37-39
GCC	40-53
Detail Scope of work or Specifications and Pricing Schedule PART A	54-65
Detail Scope of work or Specifications and Pricing Schedule PART B	66-78
TENDER ADVERT	79
Annexure A – M: Compulsory returnable documents	80-85
Annexure N – R: Functionality assessment	86-90



MBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:	MLM 05/2022/23	CLOSING DATE:	18 NOVEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS PER PART TO CLEAN SEWER PUMP STATIONS AND UNBLOCK OF SEWER AND STORMWATER PIPELINES FOR A PERIOD OF THREE (3) YEARS, ON AN AS AND WHEN REQUIRED BASIS				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

Metsimaholo Local Municipality

No 10 Fichardt Street

Finance Building

Ground Floor

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	



[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE	CONTACT PERSON	Mr S. Mabuza
CONTACT PERSON	SCM	TELEPHONE NUMBER	016 973 8434
TELEPHONE NUMBER	0169738740/1/2/3/4	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Sibusiso.mabuza@metsimaholo.gov.za
E-MAIL ADDRESS	N/A		



MBD1

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bid: APPOINTMENT OF A PANEL TO A MAXIMUM OF THREE (3) SERVICE PROVIDERS PER PART TO CLEAN SEWER PUMP STATIONS AND UNBLOCK OF SEWER AND STORMWATER PIPELINES FOR A PERIOD OF THREE (3) YEARS, ON AN AS AND WHEN REQUIRED BASIS

Bid Number: MLM 05/2022/23

Closing Time: 11:00

Closing date: 18 November 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	
-	At:	
-	Brand and Model	
-	Country of Origin	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	
			*Delivery: Firm/Not firm
-	Delivery basis	
Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination			

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable.



COMPLAINTS REQUIREMENTS/TURNER RETURNS

NO	RETURNS	NOTES
1	A copy of a CSD summary report OR CSD number.	<ul style="list-style-type: none"> CSD full report or summary report OR CSD number. Municipality may not make any award to a person whose tax matters are not complaint with SARS, please note that tax compliance will be verified before any award.
2	Proof of company registration documents with the Director's details must be attached.	<ul style="list-style-type: none"> The company registration documents must indicate the company and director's details.
3	Fully completed MBD forms	<ul style="list-style-type: none"> Fully Completed and signed in handwriting and in black ink pen.
4	Joint Venture Agreement	<ul style="list-style-type: none"> If applicable submit a complete and signed JV agreement.
	<ul style="list-style-type: none"> NB! The following documents will not be accepted on ITEM 5,6 AND 7 Affidavits; Address confirmation letter; invoices from the body corporates or agents, rates and taxes of the lessor (without a lease agreement) and municipal tender / rates clearance letter. 	
5	Latest Municipal rates and taxes account for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS. <ul style="list-style-type: none"> NB! Strictly submit October 2022 or November 2022 municipal rates & taxes statement. 	<ul style="list-style-type: none"> Strictly submit October 2022 or November 2022 municipal rates & taxes statement The submitted account must not be in arrears for more than 3 months. In a case of Rates & Taxes Account being in a family member's name, ONLY MUNICIPAL Account where the address of the Account matches the address on the company registration documents will be accepted) if not in arrears for more than 3 months.
6	In the event of a tenant renting a lease agreement MUST be attached for the COMPANY AND DIRECTORS/TRUSTEES/ MEMBERS/SHAREHOLDERS.	The lease agreement must include the following: <ul style="list-style-type: none"> A valid copy of the lease agreement must be signed by (both Lessor and lessee). The lease agreement must indicate dates of commencement



		<p>and expiry or duration.</p> <ul style="list-style-type: none"> • In a case where the lease agreement has expired and there is a clause indicating an automatic renewal, the original lease agreement and a confirmation letter signed by Lessor must be attached. • In the occasion where the lease agreement has expired the original lease agreement AND extension must be attached with commencement and expiry dates or duration.
	<p>Note: If the company registration document's physical address on lease agreement or the municipal rates and taxes statement is the same as the Director's physical address we will accept for both Company & Director.</p>	
7	Municipal rates and taxes for bidders who are from the rural areas for the COMPANY AND DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS.	<ul style="list-style-type: none"> • In the event that the bidder is from the rural area a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.
8	BBBEE Certificate or Sworn Affidavit	<ul style="list-style-type: none"> • Original or certified valid copy of SANAS only accredited BBBEE certificate OR valid Original or copy of BBBEE Sworn Affidavit must be attached. (Failure to submit Valid Certificate or certified copy will result in your bid not being allocated Points for BBBEE).
9	<p>Fully completed Pricing Schedule</p> <p><u>NB: BIDDERS CAN CHOOSE TO COMPLETE BOTH PART A AND PART B OR EITHER ONE OF THE PARTS AND WILL BE CONSIDERED FOR THE PART THAT THEY HAVE COMPLETED.</u></p>	<ul style="list-style-type: none"> • Fully completed in handwriting and in black ink pen.

Failure to comply with the above-mentioned terms and conditions will deem your bid to be disqualified.



PROPOSED ALLOCATION OF POINTS IN TERMS OF FUNCTIONALITY

Evaluation criteria:

- The below-mentioned criteria regarding Functionality are required for responsiveness and eligibility for the next evaluation stage. This is done to determine the ability of each bidder to execute the Contract according to specifications successfully.
- Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on the Price

PART A - FUNCTIONALITY

No.	Description	Max Points												
1.	<p><u>Capacity: Key members in the team</u></p> <p>The personnel as listed must be the site team and may not be changed at the time of implementation without prior notice to the Client (MLM)</p> <p>Similar project experience as the work tendered for i.e.</p> <p>CLEANING OF SEWERAGE PUMP STATIONS – (SUMPS)</p> <table><tr><th>Job Description</th><th>Required Experience</th><th>Points Allocation</th></tr><tr><td>Foreman</td><td>Min experience of 2 years in a similar environment</td><td>10</td></tr><tr><td>Safety Agent/ Officer</td><td>OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience</td><td>10</td></tr><tr><td colspan="3">Bidders must fully complete the attached table below table 01</td></tr></table>	Job Description	Required Experience	Points Allocation	Foreman	Min experience of 2 years in a similar environment	10	Safety Agent/ Officer	OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience	10	Bidders must fully complete the attached table below table 01			20
Job Description	Required Experience	Points Allocation												
Foreman	Min experience of 2 years in a similar environment	10												
Safety Agent/ Officer	OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience	10												
Bidders must fully complete the attached table below table 01														
2.	<p><u>Experience of the company</u></p> <p>Similar project experience as the work tendered for i.e.</p> <p>CLEANING OF SEWERAGE PUMP STATIONS (SUMPS).</p> <p>Signed appointment letter/works order WITH signed Completion Certificates or letter/Reference letter (from the Client) for the same projects to be attached.</p> <table><tr><th>Description</th><th>Points Allocation</th></tr><tr><td>Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.</td><td>30</td></tr></table>	Description	Points Allocation	Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	30	30								
Description	Points Allocation													
Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	30													



	<table><tr><td>Two (2) signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.</td><td>20</td></tr><tr><td>One (1) Signed appointment letter/works order WITH signed Completion Certificates/Reference letter (from the Client) for the same projects to be attached.</td><td>10</td></tr></table>	Two (2) signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	20	One (1) Signed appointment letter/works order WITH signed Completion Certificates/Reference letter (from the Client) for the same projects to be attached.	10			
Two (2) signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	20							
One (1) Signed appointment letter/works order WITH signed Completion Certificates/Reference letter (from the Client) for the same projects to be attached.	10							
3.	<p><u>Capacity to execute work</u> Resources Available Plant & Tools.</p> <ul style="list-style-type: none">• Provision of proof of ownership (i.e. Registration Document /Certification on company/Director's name)• Leasing: Signed Letter of intent/ Agreement from Hiring Company. Letter of intent must list the plant to be hired in the Lessor's letterhead. <table><tr><th>Plant</th><th>Points Awarded- if proof of owner attached.</th><th>Points Awarded- if Intent/ Agreement from Hiring Company</th></tr><tr><td>Honey Sucker trucks/ Vaccum Truck</td><td>40</td><td>30</td></tr></table>	Plant	Points Awarded- if proof of owner attached.	Points Awarded- if Intent/ Agreement from Hiring Company	Honey Sucker trucks/ Vaccum Truck	40	30	40
Plant	Points Awarded- if proof of owner attached.	Points Awarded- if Intent/ Agreement from Hiring Company						
Honey Sucker trucks/ Vaccum Truck	40	30						
4	<p>Environmental Management Plan</p> <table><tr><th>Description</th><th>Points allocation</th></tr><tr><td>Environmental management plan provided</td><td>10</td></tr><tr><td>Environmental management plan not provided</td><td>0</td></tr></table>	Description	Points allocation	Environmental management plan provided	10	Environmental management plan not provided	0	10
Description	Points allocation							
Environmental management plan provided	10							
Environmental management plan not provided	0							
TOTAL		100						

Bidders must obtain a minimum of 80 points for Functionality for further evaluation. Failure to meet the above minimum will render your bid to be unsuccessful



Table 01 TENDERERS' KEY PERSONNEL

NB: Capacity: Key members in the team (Failure to fully complete will lead to no point scoring for Functionality)

FOREMAN		
Name		
Qualification		
Number of years of applicable experience		
Contract and Client		
Nature of work		
Position held		
Contract duration and year completed		
References (Name & Contact Number)		
SAFETY OFFICER		
Name		
Qualification		
Number of years applicable experience		
Contract and Client		
Nature of work		
Position held		
Contract duration and year completed		
References (Name & Contact Number)		



PART B – FUNCTIONALITY

Evaluation criteria:

- The below-mentioned criteria regarding Functionality are required for responsiveness and eligibility for the next evaluation stage. This is done to determine the ability of each bidder to execute the Contract according to specifications successfully.
- Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on the Price

No.	Description	Max Points									
1.	<p><u>Capacity: Key members in the team</u></p> <p>The personnel as listed must be the site team and may not be changed at the time of implementation without prior notice to the Client (MLM)</p> <p>Similar project experience as the work tendered for i.e.</p> <p>CLEANING OF SEWERAGE PUMP STATIONS – (SUMPS)</p> <table><tr><th>Job Description</th><th>Required Experience</th><th>Points Allocation</th></tr><tr><td>Foreman</td><td>Min experience of 2 years in a similar environment</td><td>10</td></tr><tr><td>Safety Agent/ Officer</td><td>OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience</td><td>10</td></tr></table> <p>Bidders must fully complete the attached table 02</p>	Job Description	Required Experience	Points Allocation	Foreman	Min experience of 2 years in a similar environment	10	Safety Agent/ Officer	OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience	10	20
Job Description	Required Experience	Points Allocation									
Foreman	Min experience of 2 years in a similar environment	10									
Safety Agent/ Officer	OHS certificate endorsed by NOSA/Diploma or higher and a minimum of three years of experience	10									
2.	<p><u>Experience of the company</u></p> <p>Similar project experience as the work tendered for i.e.</p> <p>CLEANING OF SEWERAGE PUMP STATIONS (SUMPS).</p> <p>Signed appointment letter/works order WITH signed Completion Certificates or letter/Reference letter (from the Client) for the same projects to be attached.</p> <table><tr><th>Description</th><th>Points Allocation</th></tr><tr><td>Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.</td><td>30</td></tr></table>	Description	Points Allocation	Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	30	30					
Description	Points Allocation										
Three (3) or more signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	30										



	Two (2) signed appointment letters/works orders WITH signed Completion letters/Certificates/Reference letters (from the Client) for the same projects to be attached.	20							
	One (1) Signed appointment letter/works order WITH signed Completion Certificates/Reference letter (from the Client) for the same projects to be attached.	10							
3.	<u>Capacity to execute work</u> Resources Available Plant & Tools. <ul style="list-style-type: none">• Provision of proof of ownership (i.e. Registration Document /Certification on company/Director's name)• Leasing: Signed Letter of intent/ Agreement from Hiring Company. A letter of intent must list the plant to be hired in the Lessor's letterhead. <table><tr><th>Plant</th><th>Points Awarded- if proof of owner attached.</th><th>Points Awarded- if Intent/ Agreement from Hiring Company</th></tr><tr><td>High-pressure water jetting machine (truck)</td><td>40</td><td>30</td></tr></table>		Plant	Points Awarded- if proof of owner attached.	Points Awarded- if Intent/ Agreement from Hiring Company	High-pressure water jetting machine (truck)	40	30	40
Plant	Points Awarded- if proof of owner attached.	Points Awarded- if Intent/ Agreement from Hiring Company							
High-pressure water jetting machine (truck)	40	30							
4	Environmental Management Plan <table><tr><th>Description</th><th>Points allocation</th></tr><tr><td>Environmental management plan provided</td><td>10</td></tr><tr><td>Environmental management plan not provided</td><td>0</td></tr></table>		Description	Points allocation	Environmental management plan provided	10	Environmental management plan not provided	0	10
Description	Points allocation								
Environmental management plan provided	10								
Environmental management plan not provided	0								
TOTAL			100						

Bidders must obtain a minimum of 80 points for Functionality for further evaluation. Failure to meet the above minimum will render your bid to be unsuccessful



Table 02 TENDERERS' KEY PERSONNEL

NB: Capacity: Key members in the team (Failure to fully complete will lead to no point scoring for Functionality)

FOREMAN		
Name		
Qualification		
Number of years of applicable experience		
Contract and Client		
Nature of work		
Position held		
Contract duration and year completed		
References (Name & Contact Number)		
SAFETY OFFICER		
Name		
Qualification		
Number of years applicable experience		
Contract and Client		
Nature of work		
Position held		
Contract duration and year completed		
References (Name & Contact Number)		

**MBD 4****DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....



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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....



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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....



Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**MBD 5****DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

***YES / NO**

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.

If yes, provide particulars.

.....

.....

.....

* Delete if not applicable



3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

If yes, furnish particulars

.....

.....

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

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**

.....
Position **Name of Bidder**

**MBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:



$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):



Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:



- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**MBD 6.1**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

b) Points for this bid shall be awarded for:

Price; and

B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100



- 1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:



Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]



8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

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

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

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



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

Of : _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government. In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (iii) The General Conditions of Contract will form part of all bid documents and may not be amended.
- (iv) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**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)
34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the 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 5 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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Except for purposes of performing the contract.

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

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

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

6. Patent rights

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



7. Performance security

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the



port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance



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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the 11 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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



(b) if the Supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any 12 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 13 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.

34 Prohibition of Restrictive practices

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

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

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



Detail Scope of work or Terms of reference

PART A: SEWERAGE PUMP STATIONS

1. CLEANING OF SEWERAGE PUMP STATIONS

1.1 Description of service

1.1.1 Metsimaholo Local municipality has a number of sewage pump stations situated in Sasolburg, Zamdela, Deneysville and Oranjeville, which need regular maintenance by removal of the sewage debris/silt. This sewage debris/silt that accumulates in the pump stations must be removed regularly to maintain the sewer reticulation system.

1.1.2 Service Providers will be required to desilt the pump stations at the various locations in the municipal area and then transport this sewage debris/silt to the sewerage treatment plants in the respective area for disposal purposes.

2. SERVICING SPECIFICATIONS FOR SEWERAGE DEBRIS REMOVAL

2.1 The Service Provider shall be required to advise the municipal representative(s) who are monitoring this Contract of the time of arrival on the Site of the cleaning team to enable the municipal representative(s) to monitor the de-silting/debris removal operation.

2.2 There is no prescribed method for desilting/debris removal on the sewage pump stations. The Service Provider may use any mechanical and manual method to achieve the required result within a standardized period. Cleaning operation must be performed with a vehicle with a minimum capacity of 8 cubic meters. The equipment must be able to sustain a free airflow of 1000 litres of free air flows per second. It must have a 150mm (6") flexible suction hose capable of continuous running. Wet or dry material removed should be contained in a sealed container. Debris tank discharge will be in the rear by a hydraulically opened door to a minimum discharge angle of 50 degrees.

2.3 The use of manual labour only will not be permitted due to the constraints such as the volume of sewage debris to be removed, the restrictive size and access of the structures and the time required to complete work. Some manual labour, e.g. for setting up equipment, etc., will be required.



2.4 The Service Provider will be required to shut off the sewage flow into the pump station under the supervision of a municipal technical representative. This will be accomplished by activating the necessary shut-off valves, hand-stops or inserting inflatable bladders into the pipes.

2.5 At times during the cleaning process, over-pumping may be required, and the Service Provider will be asked to provide such equipment. The Service Provider must include in his rates the cost of overpumping.

2.6 There may be excess sewage liquid trapped in the pump station structure after shutting off the flows, which must be pumped back into the sewer system. It shall not be discharged onto open ground or into any stormwater system.

2.7 The Service Provider shall plug no inlet works without the express written or verbal permission of the municipal technical representative, who may impose special conditions regarding precautions to be taken. In any event, the Service Provider shall be responsible for ensuring that sewage backing up/backflows does not cause flooding or nuisance.

2.8 Due to the dangers attached to the use of bladders, the Contractor shall provide a safety plan with a method statement to use if bladders are used.

2.9 The Service Provider shall notify the municipal technical representative immediately of any defects discovered in the wet well while performing the contracted works.

2.10 After removing excess sewage liquid from the top of the debris, the Service Provider will be required to remove all sand, sludge, debris etc., from the pump station and place this sewage debris into closed containers or vehicles for disposal at the sewerage treatment works. (each town has a treatment works)

2.11 After all the sewage debris/silt has been removed from the pump station, the walls of the structure must be cleaned using high-pressure Water jetting. When the pump station is clean, the flow must be reinstated by activating the valves or removing bladders; the cover shall be closed, locked where necessary, and the area tidied up.

2.12 The work must be completed on the day stipulated unless otherwise permitted by the Municipality's technical representative. No material may be stored overnight on Site. Material removed from Site must be transported in watertight vessels to prevent spillage. Areas where waste material has been spilt, shall be cleared up for removal, washed and disinfected with chloride of lime.

2.13 A penalty of an amount to be determined by the Municipality per occurrence for any spillage of transported material on public roads will be deducted from any monies due.



2.14 The Service Provider will be required to arrange for tipping of all sewage debris with the sewerage treatment plant site management and will be responsible for the sewage/silt sludge material at the plant, including access and times of tipping, etc. The handle of this waste must comply with relevant guidelines and environmental Acts.

3. METHOD STATEMENT

The appointed service provider may be required to submit a comprehensive method statement for the removal of the sewage debris/silt from the various pump stations. It must comply with relevant Acts and legislation.

4. HEALTH AND SAFETY

4.1 Occupational Health and Safety Act 1993 (Act No. 85 of 1993)

4.1.1 The Service Provider shall comply with the Occupational Health and Safety Act 1993 (Act no. 85 of 1993), particularly its Construction Regulations of 2014.

4.1.2 All the works included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulation, be deemed to be "construction work".

4.1.3 It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the Service Provider generally determines the construction method to use, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Service Provider shall apply all the relevant safety requirements to the work methods and materials used.

4.2 Factories, Machinery and Building Work Act of 1941

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act, and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remain in force.



4.3 Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all times when in direct contact with the sewage debris/silt material and shall ensure that at least the following list of personnel protective equipment is in general use:

- 4.3.1 Safety harnesses for working in confined spaces.
- 4.3.2 Breathing apparatus for toxic gases and oxygen-deficient areas.
- 4.3.3 Hard hats where required.
- 4.3.4 Gas detectors
- 4.3.5 Gloves for cut resistance.
- 4.3.6 Ear muffs or ear plugs for noise from machines.
- 4.3.7 Overalls for body protection
- 4.3.8 Safety shoes/boots with steel toe caps for foot protection.
- 4.3.9 Waders and waterproof jackets.
- 4.3.10 Hazardous gasses

All Service Providers working with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers pump stations shall be tested for hazardous gasses before entering such and continuously to ensure workers' safety. The Service Provider shall ensure that the necessary functional gas testing equipment is available on Site at all times. Breathing apparatus shall be available as required.

4.4 Safety Plan

A comprehensive Safety Plan must be submitted by the successful bidder indicating the activity of the various members of the teams for the operation.

- 4.5 Valid letter of Good standing (**COIDA**) should be submitted to the municipality.



5. PERSONNEL

5.1 The Service Provider's approved representative for Cleaning shall be in attendance during all cleaning operations.

5.2 Tenderers shall attach a list of employees to be employed for this Contract indicating experience in work of a similar nature to that for which their tender is submitted for evaluation purposes.

5.3 In the event of a change of company personnel, the service provider must provide equivalent qualifications to Municipality approval.

6. VEHICLES and EQUIPMENT

6.1 Roadworthy, license and identification

6.1.1 All vehicles to be used for this Contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from sewers must be able to do so in a safe and non-offensive manner and must have the Service Providers' names and telephone numbers prominently displayed. All vehicles to be used for this Contract must conform to the Road Traffic Act RTA, Act 93 of 1996. Copies of proof of licensing and ownership should be submitted along with your tender document.

6.1.2 All vehicles, equipment and containers used on this Contract must be in serviceable condition and must be readily available for inspection to ensure that it complies with the Specification and must meet the approval of the Employer

6.1.3 The vehicle and equipment shall bear the Service Provider's name and contact details.

6.2 Extreme care must be taken to prevent any spillage, and suitable tools shall be available to clean up any spillage immediately.

6.3 The Tenderer shall attach the list of vehicles and equipment to be used for the execution of the tender to his/her tender document for evaluation purposes. The Municipality reserves the right to inspect the proposed equipment to be used.

6.4 The Tenderer must have enough vehicles available to execute this Contract.



- The tenderers must ensure that the following vehicles and equipment are available as and when required by the municipality:
 - ✓ Honey Sucker trucks/ Vacuum Truck
 - ✓ Mobile Pump min 6"

7. AVAILABLE FACILITIES

7.1 Facilities

No toilet, Water, electricity or storage facilities are available, and the Service Provider is to make his own arrangements.

7.2 Water Supply

The Service Provider shall make his/her own arrangements for the supply of Water for the desilting operation. Only municipal metered standpipes may be used, and these can be obtained from the Municipality against a deposit. Applicable tariffs will be levied for water consumption. The municipality reserve right to impose penalties for consumption that is illegal.

8. STANDARD OF WORKMANSHIP

8.1 Previous experience

Tenders will only be considered from Service Providers who have had adequate previous experience in comparable works. The Tenderer shall attach a comprehensive list of projects of work of a similar nature previously executed to his/her tender document for evaluation purposes.

8.2 A complete environmental management plan (EMP), including

The environmental management plan focuses on (but is not limited to) the following areas:

- Identification of environmental impact risks.
- Environmental impact mitigation measures
- Monitoring of mitigation measures
- Reporting of environmental impact incidents

8.3 Method statement detailing the handling of the waste during the cleaning process.



9. GENERAL

9.1 Awarding of tender

- The Municipality may award the tender for **PART A** (pump stations specification) and **PART B** (pipelines specification) separately or as a whole to one Contractor, depending on the evaluation outcome.
- The municipality seeks to award a panel of three service providers per part on rotational basis depending on availability of the service provider. Communication from the municipality will be done through means of telephone calls followed by emails or texts message.

9.2 Evaluation

The tenders will be evaluated using functionality then 80/20 criteria for Price and BBEE.

9.3 Supply all equipment

Service Providers are to supply all equipment required to undertake and complete the work as specified at no additional cost, and payments will not be considered.

9.4 Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures. The Municipality will repair any damage that may be caused at the Service Provider's expense.

9.5 Cease work

The municipality representative may instruct the Service Provider to cease work if the method used is deemed unsatisfactory, non-compliant, dangerous, or inconvenient to the public.

9.6 Communication

The Service Provider is to provide his supervisory and operational staff with a cellular phone for communication and contact purposes for the duration of the Contract.

The Municipality will provide an SOP for communication with the service provider



9.7 Identification

The Service Provider shall provide all his/her staff with uniforms for identification purposes. Identification cards or tags would be an added benefit for monitoring purposes.

9.8 Office Hours

Office Hours are 07h30 to 16h00 on weekdays for administration purposes. Lunch breaks will not be considered part of office hours and will not be paid accordingly.

9.9 Subcontract

The appointed service may subcontract at his discretion to subcontract or not, and the Municipality will not be responsible for any issues between the Main service provider and the subcontractor.

The Municipality will in no way be responsible for anything regarding the subcontractor payments and issues.

9.10 Information to be recorded

The Service Provider shall keep a record and submit with every invoice the quantity of sand grit/debris removed from each pump station/sand trap and hours worked.

9.11 Signing off of de-silting/debris removal task

Before departure from the Site, the Service Provider shall advise the relevant municipal representative of the completion of the task. The municipal representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the de-silting task.

10. COMMENCEMENT OF WORK

10.1 In the case of planned work, no work may start without an official Purchase Order notification for the type of work to be done by the service provider.

10.2 In cases of emergency, work will only be done on formal instruction from the Director of Technical & Infrastructure Services or delegated official in the absence of the Director.



10.3 The appointed service providers will be required to have all resources (labour, plant and equipment) available within three (3) days after issuing an official order for planned work and two (2) hours for emergency work.

10.4 The start time for work shall be when the Services Provider has already established on Site and is ready to commence with the work. The end time is when the last load of debris/sewerage has been disposed of and the work area cleaned.

11. PENALTIES/LIABILITIES

11.1 Should the Service Provider fail to respond within the times set out in item 10, a negative performance assessment will be made on the service provider performance assessment report. If the performance persists, it could lead to termination of the Contract due to poor performance.

11.2 The service provider will be liable for any damages caused to the municipal or private infrastructure or due to negligence.

12. SUBMISSION OF INVOICES

The invoice must clearly state the municipal order number and location where service was provided and be accompanied by a copy of the signed-off worksheet by the Council representative, failing which no payment will be made.

13. PRICING INSTRUCTIONS

13.1 All prices shall be tendered excluding VAT but including customs or excise duty or any other duty, levy, or other applicable tax.

13.2 All prices shall be tendered in accordance with the units specified in this schedule.

13.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contracts as well as overhead charges and profit (in the event that the tender is successful).



13.4 The start time for work shall be when the Services Provider has established on Site and is ready to commence with the work. The end time is when the last load of debris/sewerage has been disposed of and the work area cleaned (the Tenderer must include establishment and travel costs in the tendered rates).

13.5 Tenderer must tender on all items as per the pricing schedule

13.6 The tender offer shall remain valid for **90 days**

14. CONTRACT PERIOD

The contract period shall be from the appointment date until after the three (3) years elapses.

15. ESCALATION

Tender prices shall remain firm until the Contract's first year and be subjected to an escalation in accordance with CPI over the remaining period.

16. COMPULSORY CLARIFICATION MEETING

Prospective tenderers must attend the compulsory site clarification meeting to familiarize themselves with all aspects of the service to be provided.

17. PRE-QUALIFICATION

17.1 There are no pre-qualification criteria.

18. EVALUATION OF QUALITY OF TENDER OFFER

18.1 Tenderers will be allocated a quality score out of 100 in terms of the Quality Scoring Evaluation Criteria Table below. The Employer will determine the quality score, as evidenced by the documentation provided with the tender.

18.2 The minimum quality score required is 80 points per part. Tenderers who do not obtain this minimum score will be considered non-responsive, and their tender will not be evaluated further.



19. PRICING SCHEDULE:

19.1 This Bill of Quantities forms part of the contract documents and must be read together with the Bid conditions and specifications (See also paragraphs of tender conditions).

19.2 The unit rate quoted in the Bill of Quantities must cover the full value of material and labour as described in every line item, as well as all risks, accountability and responsibilities described or implied in the bid.

19.3 The bid period, once awarded, will be for three (3) years from the day of awarding.

Table 1: Sewer pump stations

ITEM	PART A	
	Cleaning, and removal of all silt, sand, sludge, roots and other debris from sewer pump stations sump and deposit the material at the sewerage treatment plant as specified: (Including the blocking/isolation of the lines when required)	
	DESCRIPTION	RATE PER DAY (Excl.VAT)
1.	Normal working day: Office Hours are 07h30 to 16h00 Monday to Friday (Vacuum tanker)	R
2.	Normal working day: Office Hours are 07h30 to 16h00 Monday to Friday (Mobile pump)	R
3.	Hire only – Vacuum tanker truck: 6 000 litres (min) unit (Wet rate)(driver included)	R
4.	Hire only - 6" mobile pump complete with hoses (wet rate)	
	DESCRIPTION	RATE PER HOUR (Excl.VAT)
5.	After normal hours including weekends and holidays / Only for emergencies (Response time: 2 hours) Vacuum tanker	R
6.	After normal hours including weekends and holidays / Only for emergencies (Response time: 2 hours) Mobile pump	R
TOTAL (Excl. VAT)		R
15% Vat (If registered for VAT)		R
TOTAL (Inc Vat) for both rates		R



The total amount will be used for evaluation purposes

NB: Rates (items 1 and 2) should include labour, plant and equipment, and any other related costs.

Item 3 and 4 exclude labour but includes plant, driver and other related cost.

Item 5 and 6 include labour, plant and equipment, and any other related costs.

Bidders are required to complete all items on the schedule; failure of this part (A) of the bid will be deemed non-responsive.



PART B: SEWER & STORM WATER PIPELINES

JETTING AND VACUUM CLEANING OF SEWER AND STORMWATER PIPELINES

1. SCOPE

This Specification covers the requirements for the routine and emergency cleaning of sewer and stormwater pipelines, including manholes/catch-pits, and Cleaning of blocked sewers/stormwater pipes using high-pressure Water jetting equipment and vacuum trucks on an "as and when" required basis.

2. SERVICING SPECIFICATIONS FOR CLEANING OF SEWER AND STORMWATER PIPELINES

2.1 Cleaning Operation

2.1.1 The sewer/stormwater cleaning includes Cleaning, unblocking and removing sand, sediment, grit, fatty deposits, slime, sludge, tree roots and other foreign matter. All silt, debris deposits on pipe walls, etc., must be removed completely.

2.1.2 The Service Provider shall appropriately consider all circumstances, type of sewers/stormwater, age and working environment and select the appropriate jetting nozzle and flow rate.

2.1.3 Care shall be taken to avoid excessive pressures when using jetting equipment in corroded or damaged pipelines to avoid further damage. The minimum pressure necessary to clean the sewers/storm water must be used to avoid any structural damage to the sewer.

2.1.4 All foreign material such as rags, fats, bacteriological slimes, roots, soft encrustations and grease shall be removed. The Service Provider shall continuously inspect the removed debris to ensure the correct machine and nozzle is used. A record of the type of debris shall be kept to allow the municipal technical representative to consider certain sewers for proactive cleaning programmes. The Service Provider shall record sewers containing sediment, fat, oil and grease build-up.

2.1.5 All material shall be collected by means of a sand trap, weir, dam, elbow or blocking device in the downstream manhole, and the debris shall be removed from the pipeline.

2.1.6 The Service Provider shall not allow cleaning material to pass further than the downstream manhole.



2.1.7 The Service Provider shall implement all the necessary safety measures and provide the lights, guards, fencing and watching necessary for the safety and convenience of the public.

2.1.8 Manholes covers and frames are to be cleaned before closing and the cover properly seated in the frame.

2.1.9 The stationary time of a nozzle shall under no circumstances exceed one minute, and where blockages in a single location are problematic, the nozzle shall be moved forwards and backwards to ensure that the stationary time at a fixed point does not exceed one minute.

2.2 Disposal of Material

The waste material shall be removed and transported to the Wastewater Treatment Works in the case of sewer and stormwater debris in the dump site at the cost of the service provider.

Handling and disposal of waste is the service provider's cost and responsibility in compliance with relevant acts.

3. METHOD STATEMENT

3.1 The appointed service provider will be required to submit a comprehensive method statement for cleaning the sewer/stormwater pipelines.

4. HEALTH AND SAFETY

4.1 Occupational Health and Safety Act 1993 (Act No. 85 of 1993)

4.1.1 The Service Provider shall comply with the Occupational Health and Safety Act 1993 (Act no. 85 of 1993), particularly its Construction Regulations of 2014.

4.1.2 All the works included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulation, be deemed to be "construction work".

4.1.3 It should be noted that, with a few exceptions, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the Service Provider generally determines the construction method to use, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in



the project documentation. The Service Provider shall apply all the relevant safety requirements to the work methods and materials used.

4.2 Factories, Machinery and Building Work Act of 1941

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force.

4.3 Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all times when in direct Contract with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:

4.3.1 Hazardous gasses

All Service Providers working with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers shall be tested for hazardous gasses continuously to ensure worker safety. The Service Provider shall ensure that the necessary functional gas testing equipment is available on Site at all times. Breathing apparatus shall be available as required.

5. PERSONNEL

5.1 The Service Provider's approved representative for Cleaning shall be in attendance during all cleaning operations.

5.2 Tenderers shall attach a list of employees to be employed for this Contract indicating experience in work of a similar nature to that for which their tender is submitted for evaluation purposes.

6. VEHICLES, PLANT and EQUIPMENT

6.1 Roadworthy, license and identification



6.1.1 All vehicles used for this Contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from sewers must be able to do so in a safe and non-offensive manner and must have the Service Providers' names and telephone numbers prominently displayed. All vehicles used for this Contract must conform to the Road Traffic Act RTA, Act 93 of 1996. Copies of proof of licensing and the ownership should be submitted along with your tender document.

6.1.2 All vehicles, plant, machinery, equipment and containers used on this Contract must be in a serviceable condition and must be readily available for inspection to ensure that it is to Specification and must meet the approval of the Employer

6.1.3 The vehicle and equipment shall bear the Service Provider's name and contact details.

6.1.4 Extreme care must be taken to prevent any spillage, and suitable tools shall be available to clean up any spillage immediately.

6.1.5 A combination Jetting Machine and Vacuum Tanker must be provided

6.1.6 The jetting machine shall be capable of providing a variable jetting pressure of at least 150 bars at a flow rate of at least 220 litres per minute, measured at the pump.

6.1.7 The jetting machine shall be a minimum of 19mm nominal in diameter with a minimum length of 120 meters. The jetting hose shall be wound onto a hose reel, which is power-driven in both directions.

6.1.8 The unit must carry a full range of nozzles, including forward blasters for breaking blockages and route cutting equipment.

6.1.9 The jetting machine water tank must be filled through an approved pressure break, which shall be a minimum of twice the feed in diameter above the spillover level.

6.1.10 The vacuum unit shall have Airflow or Roots type blowers providing a suction via a 100mm minimum diameter suction pipe that shall effectively pick up wet and dry materials from a depth up to 5 meters.

6.1.11 The combination unit must have separate debris and water tanks with a minimum 5m³ and 4m³ capacity, respectively.



6.1.12 Debris tanks must be tightly sealed to avoid liquid leaking out of the vehicle onto roads during transportation.

6.1.13 The debris tank shall have a hydraulically operated door and shall discharge the solids by tipping or a hydraulic ram.

6.1.14 Each combination unit shall carry the following minimum equipment apart from the tanks, pumps, hoses and jetting equipment required above:

6.1.14.1 Safety/first aid kit

6.1.14.2 Manhole lifter

6.1.14.3 Pick, Space, Sledge, hammer, broom

6.1.14.4 Retro-jet

6.1.14.5 Pointed or penetrating nozzle (forward blaster)

6.1.14.6 Rotating nozzle or chain flail

6.1.14.7 10m minimum lay flat hose for the water tank

6.1.14.8 10m minimum lay flat hose for decanting the liquid from the debris tank

6.1.14.9 Elbow or similar blocking device to prevent material being washed downstream

6.1.14.10 Metered standpipe

6.1.14.11 Traffic cones and delineators

6.1.14.12 Traffic accommodation signs

6.1.14.13 Gas detector

6.1.14.14 Torches and mirrors for inspecting sewers

6.1.14.15 The Tenderer must have at least two vehicles available to execute this Contract.

6.1.14.16 The Tenderer shall attach the list of vehicles and equipment to be used for the execution of the tender to his/her tender document for evaluation purposes and evaluation purposes.

- The tenderers must ensure that the following vehicles and equipment are available as and when required by the municipality:
 - ✓ High-pressure water jetting machine (truck)
 - ✓ Rods



7. AVAILABLE FACILITIES

7.1 Facilities

No toilet, Water, electricity or storage facilities are available, and the Service Provider is to make his own arrangements with regard thereto.

7.2 Water Supply

The Service Provider shall make his/her arrangements for the supply of Water for the operation. Only Council metered standpipes shall be used, and an account will be opened for the Service Provider. Applicable tariffs will be levied for water consumption.

8. STANDARD OF WORKMANSHIP

8.1 Previous experience

Tenders will only be considered from Service Providers who have had adequate previous experience in comparable works. The Tendered shall attach a comprehensive list of projects of work of a similar nature previously executed to his/her tender document for evaluation purposes.

9. GENERAL

9.1 Awarding of tender

- The Municipality may award the tender for **PART A** (pump stations specification) and **PART B** (pipelines specification) separately or as a whole to one Contractor, depending on the evaluation outcome.
- The municipality seeks to award a panel of three service providers per part on rotational basis depending on availability of the service provider. Communication from the municipality will be done through means of telephone calls followed by emails or texts message.



9.2 Evaluation

The tenders will be evaluated using the rates tendered in the pricing schedule. Quantities used for comparison purposes will be for a fictitious project and are used only for tender evaluation purposes. Following the appointment of the successful Tenderer, the tendered rates will be used as and when required.

9.3 Supply all equipment

Service Providers are to supply all equipment required to undertake and complete the work as specified, and no additional payments will be entertained.

9.4 Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures, and the Council will repair any damage as may be caused at the Service provider's expense.

9.5 Cease work

The Council's representative may instruct the Service Provider to cease work if the desilting method is deemed unsatisfactory, dangerous or inconvenient to the public.

9.6 Communication

The Service Provider is to provide his supervisory and operational staff with a cellular phone for Communication and contact purposes for the duration of the Contract.

9.7 Identification

The Service Provider shall provide all his/her staff with uniforms for identification purposes. Identification cards or tags would be an added benefit for monitoring purposes.

9.8 Office Hours

Site office hours are 07h30-16h00 on weekdays for administration purposes. Lunch breaks will not be considered part of office hours and will not be paid for accordingly.

9.9 Subcontract

No subcontracting will be allowed.



9.10 Signing off of the task

Before departure from the Site, the Service Provider shall advise the relevant municipal representative of completing the task. The municipal representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the task.

10. COMMENCEMENT OF WORK

10.1 In the case of planned work, no work may start without an official Purchase Order notification for the type of work to be done by the service provider.

10.2 In cases of emergency, work will only be done on formal instruction from the Director of Technical & Infrastructure Services.

10.3 The appointed service providers will be required to have all resources (labour, plant and equipment) on-site within 24 hours after issuing an official order.

10.4 The start time for work shall be when the Services Provider has already established and is ready to commence with the work. The end time is the time when the last load of debris/sewerage has been disposed of, and the work area cleaned

11. PENALTIES/LIABILITIES

11.1 Should the Service Provider fail to respond within the times set out in item 10, a negative performance assessment will be made on the service provider performance assessment report. If the performance persists, it could lead to termination of the Contract due to poor performance.

11.2 The service provider will be liable for any damages caused to the municipal infrastructure as a result of negligence.

12. SUBMISSION OF INVOICES

The invoice must clearly state the municipal order number and location where service was provided and be accompanied by a copy of the signed-off worksheet by the Council representative, failing which no payment will be made.



13. PRICING INSTRUCTIONS

13.1 All prices shall be tendered excluding VAT but including customs or excise duty, levy, or other applicable tax.

13.2 All prices shall be tendered in accordance with the units specified in this schedule.

13.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc.) that may be required in and for the execution of the work described in the Specification and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contracts as well as overhead charges and profit (in the event that the tender is successful).

13.4 The start time for work shall be when the Services Provider has established on Site and is ready to commence with the work. The end time is when the last load of debris/sewerage has been disposed of and the work area cleaned (the Tenderer must include establishment and travel costs in the tendered rates).

13.5 Tenderer must tender on all items as per the pricing schedule

13.6 The tender offer shall remain valid for **90 days**

14. CONTRACT PERIOD

The contract period shall be from date of appointment until after the three (3) years elapses.

15. ESCALATION

Tender prices shall remain firm until the Contract's first year and be subjected to escalation in accordance with CPI over the remaining period.

16. COMPULSORY CLARIFICATION MEETING

Prospective tenderers must attend the compulsory site clarification meeting to familiarize themselves with all aspects of the service to be provided.

17. PRE-QUALIFICATION

17.1 There are no pre-qualification criteria.

18. EVALUATION OF QUALITY OF TENDER OFFER



18.1 Tenderers will be allocated a quality score out of 100 in terms of the Quality Scoring Evaluation Criteria Table below. The Employer will determine the quality score, as evidenced by the documentation provided with the tender.

18.2 The minimum quality score required is 75 points. Tenderers who do not obtain this minimum score will not be considered responsive, and their tender will not be evaluated further.

18.3 The Tenderer must complete the following schedules to obtain quality points.



19. PRICING SCHEDULE:

19.1 This Bill of Quantities forms part of the contract documents and must be read together with the Bid conditions and specifications (See also paragraphs of tender conditions).

19.2 The unit rate quoted in the Bill of Quantities must cover the full value of material and labour as described in every line item, as well as all risks, accountability and responsibilities described or implied in the bid.

19.3 The bid period, once awarded, will be for three (3) years from the day of awarding.

Table 2: Jetting and vacuum cleaning of sewer and stormwater pipelines

ITEM	PART B	
	Unblocking/Cleaning and removal of all silt, sand, sludge, roots and other debris from sewer/stormwater pipelines and depositing the material at the sewerage treatment plant as specified: Using high-pressure Water jetting cleaning equipment. (Including the blocking/isolation of the lines when required)	
	DESCRIPTION	RATE PER DAY (Excl.VAT)
1.	Normal working day: Office Hours are 07h30 to 16h00 Monday to Friday (High pressure jetting truck)	R
2.	Normal working day: Office Hours are 07h30 to 16h00 Monday to Friday (Rods)	R
3.	Hire only – High pressure jetting: truck mounted unit:(Wet rate) (driver included)	R
4.	Unblocking of drains using rods - main sewers	R
	DESCRIPTION	RATE PER HOUR (Excl.VAT)
5.	After normal hours including weekends and holidays / Only for emergencies (Response time: 2 hours) (High pressure jetting truck)	R
6.	After normal hours including weekends and holidays / Only for emergencies (Response time: 2 hours) Rods	R
TOTAL (Excl. VAT)		R
15% Vat (If registered for VAT)		R
TOTAL (Inc Vat) for both rates		R



--	--

The total amount will be used for evaluation purposes

NB: Rates should include labour, plant and equipment, and any other related costs.

Bidders are required to complete all items on the schedule; failure of this part (B) of the bid will be deemed non-responsive.

20. SITE INFORMATION

20.1 Site Boundaries

The Contractor shall confine his activities to the area in the vicinity of designated sites, which is fenced, and the Project Manager will point out the actual boundaries of the Site. The Contractor shall not extend his activities outside the boundaries unless the Project Manager has specifically authorized the extension in writing.

20.2 Site Access

The Contractor must receive permission before accessing any municipal services, and a municipal official must be present for supervision.

20.3 Possession of Site

The written order to commence the work will be deemed to give the Contractor possession of the Site. Suppose any portion of the work or completion is delayed due to the Employer delaying the Contractor in taking possession of the Site. In that case, the Project Manager may allow an extension of time. The Employer shall not be liable for any payment regarding such delays.

20.4 Access roads

The Contractor shall be liable for all unnecessary and unreasonable damage caused by his equipment and/or transport to the access roads and fences. The cost of repair and reinstatement of unnecessary and unreasonable damage to these roads and fences will be deducted from moneys due to the Contractor.

**20.5 Site Security**

The sites are subject to strict security control, and the Contractor and his work staff shall comply fully with any requirements imposed by the Employer's security personnel.

20.6 Cleaning up of works and Site

The Contractor shall maintain the whole of the Site in a clean and orderly condition, to the satisfaction of the Municipality until completion of the work; all temporary buildings shall be dismantled and removed; all surplus material, debris etc. shall be carted away and the whole Site shall be left in a neat and orderly condition.

20.7 Disposal of Sludge and effluent

All sledge and affluent must be disposed at the designated areas such as Sasol Works or Metsimaholo Works at no additional cost to the municipality.



Supply Chain Management Unit hereby invites bids for the following requirements:

Bid No. MLM	Bid Description	Evaluation Criteria	Bid Fee	Compulsory Briefing Meeting	Closing Date	Technical Contact Person
05/2022/23	Appointment of a panel to a maximum of three (3) service providers per part to clean sewer pump stations and unblock of sewer and stormwater pipelines for a period of three (3) years, on an as and when required basis.	80/20 Price and functionality	R 350.00	26 October 2022 @ 10h00 FINANCE BUILDING 2 ND FLOOR FOYER	18 November 2022 @ 11h00 FINANCE BUILDING 2 ND FLOOR FOYER	Mr S. Mabuza 016 973 8434

Bids terms and conditions:

1. Bids shall be evaluated and adjudicated in accordance with the Supply Chain Management Policy of Metsimaholo Local Municipality.
2. **WHERE A COMPULSORY BRIEFING SESSION IS REQUIRED, THE ONUS IS ON THE BIDDER TO ATTEND AND ARRIVE ON TIME, AS LATE ARRIVALS SHALL NEITHER BE ALLOWED INTO THE VENUE NOR WILL THEY BE PERMITTED TO SIGN THE ATTENDANCE REGISTER, AND THEREBY THEY WILL BE DEEMED TO BE ABSENT AND THEIR BIDS SHALL NOT BE CONSIDERED.**
3. Tender documents will be available at the **SCM Office, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg, finance building, 1st floor.**
4. Non-refundable tender document fee is payable in cash between 07:30am and 15:30pm at the **cashiers in the Rates Hall, Metsimaholo Local Municipality, Civic Centre, 10 Fichardt Street, Sasolburg.**
5. **TENDER DOCUMENTS CAN ALSO BE DOWNLOADED ON E-TENDER @www.etenders.gov.za**
6. The municipality reserves the right to accept the tender in part or totally reject it.
7. **Tenders endorsed with their specific Tender Numbers must be placed in the tender box located at Metsimaholo Local Municipality, Ground floor, Finance Building, 10 Fichardt Street, Sasolburg.**
8. Late tenders will not be accepted.
9. Incomplete tenders may be disqualified.
10. No faxed or e-mailed tenders shall be accepted.
11. The municipality reserves the right to accept any tender price and not necessarily the lowest, and to withdraw any bid before the award.
12. Bidders must comply with the requirements as specified in a tender document; failure to comply may lead to non-consideration (disqualification).
13. No bids from the persons in the service of the state such as Councillors, and other elected representative (MPs, MPLs), public servants, national and provincial, municipal officials, directors of public and municipal entities are barred from engaging in business with the municipality.

ADV L.M.A MOFOKENG

Municipal Manager

Notice No: 08/2022/2023



**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED RETURNABLE
DOCUMENTS**

**NB: None submission of this supporting documents may
lead to disqualification**



ANNEXURE A

Central Supply Database (CSD) Summary Report



ANNEXURE B

Company Registration Document

Certificate issued by Companies and Intellectual Property Commission



ANNEXURE C

Latest Municipal rates and taxes account OR lease agreement for the COMPANY



ANNEXURE D

Latest Municipal rates and taxes account OR lease agreement for the DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.



ANNEXURE E

BBBEE Certificate or Sworn Affidavit



**BIDDER MUST USE THE ANNEXURE'S ATTACHED
HERETO TO INCLUDE THE REQUIRED
RETURNABLE DOCUMENTS FOR FUNCTIONALITY**

**NB: None submission of this supporting
documents will lead to no points award**



ANNEXURE F

Capacity: Key members in the team



ANNEXURE G

Experience of the company



ANNEXURE H

Capacity to execute work



ANNEXURE I

Environmental Management Plan