



**KING CETSHWAYO DISTRICT MUNICIPALITY
TENDER DOCUMENT**

**REFERENCE: KCDM/12/2022
TENDER FOR THE PANEL OF MOTORIZED WATER
TANKER SERVICES WITHIN KING CETSHWAYO
DISTRICT MUNICIPALITY AREA OF JURISDICTION FOR
THE PERIOD ENDING 30 JUNE 2025**

CLOSING DATE: Wednesday, 03 August 2022 @12h00

Documents to be addressed to the Municipal Manager and deposited in Council's quote box situated at the foyer of the offices of the King Cetshwayo District Municipality, Corner of Kruger Rand and Barbados Bay Road, CBD, Richards Bay

SERVICE PROVIDER'S DETAILS

Name of Service Provider:	
Central data base supplier number	
Contact Person:	
E-mail Address:	
Telephone Number:	()Code
Fax Number:	()Code
Physical Address:	
Postal Address:	



**KING CETSHWAYO DISTRICT MUNICIPALITY
TENDER REFERENCE:
KCDM/12/2022**

**TENDER FOR PANEL OF MOTORIZED WATER
TANKER SERVICES WITHIN KING CETSHWAYO
DISTRICT MUNICIPALITY AREA OF JURISDICTION
FOR THE PERIOD ENDING 30 JUNE 2025**

Interested parties must collect tender documents from the SCM Unit at King Cetshwayo House, Suite No. 8, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay (035 799 2500), after a payment of R 6246.36 Incl.VAT, non-refundable, cash or EFT (Nedbank, King Cetshwayo District Municipality, Acc. 1454088885, Bank code 145405, Ref. Your company name and Tender ref. no, tender deposit should be paid at the rates hall at of the King Cetshwayo District Municipality or alternatively download & print the bid document from www.etenders.gov.za or www.kingcetshwayo.gov.za for free .

Prospective service providers are required to ensure full completion and correctness of information when responding to MBD 4 and all other required declarations in the document. The municipality reserves the right to validate the correctness of the declarations through various databases inclusive of the Central Supplier Database (CSD). Failure to fully complete and/or provision of incorrect information in the declaration will be regarded by the employer as a non-responsive tender.

Any tender submitted by a person(s) who is in the service of the state or if that person(s) is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state or who is an advisor or consultant contracted with the Municipality shall not be considered in terms of regulation 44 of the Municipal Supply Chain Regulations. **National Treasury has introduced the Central Supplier Data Base (CSD), where all suppliers are required to register. For more information please visit the CSD website at www.csd.gov.za. Only tenderers who are registered with CSD and King Cetshwayo District Municipality's supplier data base will be considered for this tender.**

This tender will be evaluated on a 80/20 preferential points system. Should you wish to claim any preference points please ensure that you submit an original or certified copy of your companies' B-BBEE Status level verification certificates with the tender document.

Completed tenders in sealed envelopes bearing the tender number must be deposited in the Municipality's tender box in the foyer of King Cetshwayo House, Corner of Krugerrand & Barbados Bay Road, CBD, Richards Bay on or before 12h00 on Wednesday, 03 August 2022, It must be noted that tenders will not be opened in public, however the opening list will be published on KCDM's website. Tenders received after the due date and time will not be considered.

King Cetshwayo District Municipality will strive to achieve targeted procurement in accordance with Preferential Procurement Policy Framework Act Regulation 2017 in the manner that only an enterprise with Level 1 BBBEE is targeted for this tender. The tender that fails to meet the stipulated criteria will be regarded as non-responsive.

Please note that this tender will also be evaluated on compliance (returnable and completeness) and functionality. The following criteria in "*Functionality Evaluation Criteria*", will be applicable for the functionality and compliance and maximum weight of each criterion is indicated in the table below and any tenderer who scores less than 60 percent, in respect of "functionality" will be regarded as submitting a non-responsive tender and will be disqualified. Note that only tenderers who administratively comply (returnable and completeness of document) shall move to functionality stage.

Functional Evaluation Criteria:

#	Criteria Description	Weight
1	Service providers must comply with the following pre-requisites:	
a.	Tenderer's experience in similar nature and value (No project will lead to disqualification)	40
b.	Proof of Roadworthiness of Trucks/ Date of First Registration	30
c.	Key Personnel: Occupational Health and Safety Representative	15
d.	Geographic Location of Tenderer	15
	TOTAL	100

It will be the tenderer's responsibility to check the document on receipt for completeness and to notify the employer of any discrepancies or omissions. It is the tenderer's responsibility to provide all the data and information requested in the form required, failure to do so may be regarded by the employer as a non-responsive tender. Submissions may only be done on documentation supplied by the Municipality.

All communication between the employer and the tenderer shall be in a form that can be read, copied and recorded. All writing shall be in the English Language. The employer shall not take any responsibility for non-receipt of communications from a tenderer.

All Tender enquiries which are non-Technical must be directed to Mr Zamo Mkhwanazi at Tel. 035 799 2715, Technical must be directed to Mr Silver Ngwenya at Tel. 035-799 2521 or 072 914 8988

Tenderers who do not hear from King Cetshwayo Municipality within 90 days of the closing date of the tender should consider their tender unsuccessful.

Please note that no tender will be accepted by fax or e-mail.

Mr P.P Sibiya
Acting Municipal Manager
King Cetshwayo District Municipality
Private Bag X1025
RICHARDS BAY
3900

ENCLOSURES

- | | | |
|----|---|------------------|
| 1. | FORM OF TENDER & SPECIFICATIONS | SECTION A |
| | <ul style="list-style-type: none"> • FORM OF SPECIFICATION • FORM OF TENDER • FORM OF OFFER | |
| 2. | PREFERENTIAL PROCUREMENT
PRICE PREFERENCE FORMS
(TO BE INCLUDED SHOULD PREFERENTIAL POINTS BE CLAIMED) | SECTION B |
| 3. | CONDITIONS OF TENDER | SECTION C |
| 4. | CONDITIONS OF CONTRACT
NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT | SECTION D |
| 5. | FORM OF ACCEPTANCE & DECLARATION | SECTION E |
- EVALUATION DOCUMENTS:**
- DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
 - DECLARATION OF INTEREST
 - CERTIFICATE OF INDEPENDENT BID DETERMANATION (MBD 9)
 - ACCEPTANCE FORM
 - FORM OF ACCEPTANCE & DECLARATION
 - MUNICIPAL ACCOUNTS
 - WORKMEN'S COMPENSATION
 - TENDERER'S EXPERIENCE
 - TRUCK ROADWORTHY CERTIFICATES
 - KEY PERSONEL

NB:

- ♣ All forms must be completed, failure to do this may invalidate your bid.
- ♣ If any of the forms, or portion of any form, is not relevant, please indicate it on the form by marking it N/A.
- ♣ All certified documents must not be certified by bidder's own employee/ director as this may invalidate your bid.

FUNCTIONALITY

The table below lists the scoring criteria and weighting for the score achieved against the relevant schedule:

NO.	CRITERIA	WEIGHT
1	Tenderer's Experience	
	<p>Successful completion of similar projects in nature with valid traceable references in the last ten (10) years. The following documents will be used for the evaluation of the years' experience,</p> <p>a) Copies of Appointment letters as well as respective Completion Certificates from previous clients (Municipality/ Private Sector) projects. OR</p> <p>b) Copies of signed reference letters from previous or current clients outlining the tenderers performance.:</p> <p>a) No Project (May lead to Disqualification)</p> <p>b) One (1) project (15)</p> <p>c) Two (2) projects (30)</p> <p>d) Three (3) projects (40)</p> <p>Note: Returnable Schedule Section E, Page 5 of 20</p>	40
2	Proof of Roadworthiness of Trucks/ Date of First Registration	
	<p>Water Tankers available for the contract owned/ leased by the bidder. Evaluation of the following in terms of the size, year model and or date of initial registration: All water tankers must not be older than five (5) years from date of initial registration/manufacturing. Bidders to provide proof of ownership or a letter of intent from a recognized trucks supplier confirming availability of water tankers as soon as appointment finalized. The supplier must issue logbooks (10) for the available trucks that they wish to supply to the bidder. Trucks must be available within 14 days from date of official appointment.</p> <p>a. No Trucks owned/ No letter of intent/ Lease agreement from a recognized trucks supplier accompanied with logbooks and proof of ownership as above (May lead to disqualification)</p>	30

	<ul style="list-style-type: none"> b. Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered five (5) years ago. (10) c. Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered four (4) years ago. (15) d. Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered three (3) years ago. (20) e. Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered two (2) years ago. (25) f. Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered one (1) year ago. (30) <p>Note: Returnable Schedule Section E, Page 7 of 20</p>	
3	Key Personnel : Health and Safety Representative	
	<p>Occupational Health and Safety Representative qualifications. Proof of qualifications must be attached:</p> <ul style="list-style-type: none"> a. Safety Management Coordinator Certificate (3) b. Diploma in Occupational Health and Safety Management or related NQF level 6 qualifications. (6) c. Degree/Diploma in Occupational Health and Safety Management or related NQF level 7 qualifications. (9) <p>Occupational Health and Safety Representative experience. Proof of experience must be attached:</p> <ul style="list-style-type: none"> d. No experience (0) e. One Year (2) f. Two Years (4) g. Three Years (6) <p>Note: Returnable Schedule Section E, Page 7 of 20</p>	15

4	Geographic Location of the Tenderer	
	Locality of the Tenderer; a. Outside KZN (5) b. Inside KZN (10) c. Inside the King Cetshwayo District Municipality (15) Note: Returnable Schedule Section E, Page 3 of 20	15
TOTAL		100

The Tenderer needs to score a minimum of 60% to be considered responsive.

FORM OF TENDER AND SPECIFICATIONS

1. Invitation is extended to all water tanker suppliers to tender on the provision of a motorized water tanker service panel within King Cetshwayo District Municipality area of Jurisdiction for the period ending 30 June 2025.

FORM OF BID AND SPECIFICATION**S1 GENERAL SCOPE**

The services envisaged under this contract, are for providing a water tanker service to communities residing in the district municipal area of King Cetshwayo. The service will be limited to local municipal areas grouping as follows:

**Umfolazi
Mthonjaneni
Umlalazi and Nkandla**

The service in general will involve providing water tanker services as follows: -

- 1.1. From predetermined potable water source to a determined storage facility or series of storage facilities in any of the above local municipalities and or,
- 1.2. From predetermined source to the communities located along the route or communities congregated at convenient locations.
- 1.3. Water tanker service could be required on 'as and when' basis, and service providers would be expected to comply with the instructions of a roster that is scheduled for 7 days a week and also on adhoc basis.

S2 SITE CONDITIONS

- 2.1 The service will in general be delivered to rural communities typically only accessible via un-surfaced gravel roads and in some areas roads are in an exceptionally bad condition.

S3 FACILITY AVAILABLE

- 3.1 Water (potable) to fill tanker for providing the service will be made available free of charge to the service provider from predetermined sources:
- 3.2 The methodology required to fill the tanker will vary in each case depending on the configuration at the filling point. They will in general only provide for the following;

- (a) Scour valves of storage facility;
- (b) Connection of / from a reticulation line;
- (c) Fire hydrant; or
- (d) Overhead hydrant.

The appointed service provider needs to supply the required equipment and fittings to cater for variable types and sizes of supply points. The height of the supply point above ground level and / or supply pressure to fill tankers cannot be guaranteed and service provider therefore has to maintain appropriate pumping equipment to fill tankers.

- 3.3 The service provider shall, make his/ her own arrangements for the supply of the electrical power if and when required.
- 3.4 Delivering the service to predetermined storage facilities will include storage tanks / reservoirs at ground level or elevated structures but limited to a top water level of 6 meters above ground level. The storage facility will be provided, but the service provider must supply appropriate piping, ladders, pumps driver support (truck conductor) etc, to supply to a maximum water levels of 6 meters above the ground level.
- 3.5 Tankers delivering water to communities congregated at supply points must provide for hosing etc, to fill containers up to 25litres (Small containers) in a controlled manner without spillage as and when instructed by the client or his/her representative.

S4. FACILITY REQUIRED

Over and above the facilities mentioned under section S3 above, the service provider will be required to provide the following;

- 4.1 Well maintained and operational mobile tankers to provide the service at must be at least not more than 5 years from the date of first registration.
- 4.2 Sufficient electro-mechanical backup, human resource and resource and repair team back up as not to delay service unduly, in the case of mechanical breakdown.
- 4.3 Communication infrastructure as follows;
 - 4.3.1 Service provider's office and physical address
 - 4.3.2 Telephone
 - 4.3.3 Fax
 - 4.3.4 Email
 - 4.3.5 Mobile tanker operator's cell phone
 - 4.3.6 Business owners contact details including cell phone number
 - 4.3.7 Manager's contact details
- 4.4 The service provider must ensure that water tankers supplied for this service are hygienic at all times and are suitable for potable water.
- 4.5 Water tankers must be fitted with **level Indicator** for the tanker.

- 4.6 A minimum requirement would be a periodic (minimum of every three months and as and when the client deems it necessary to do so) disinfection with granular chlorine and scoured from time to time. The service provider will be requested to submit proof of disinfection from independently qualified / registered cleaning service provider. Tanker openings and or lids must be kept closed during transit or if not in use

S4.6 OWNERSHIP, CONTROL AND CLASSIFICATION VEHICLES

- 4.6.1 Certified copies of certificates of registration and Motor Vehicle Roadworthy must be submitted with this tender document, and failing which may cause the tenderer to be disqualified.
- 4.6.2 Bidder must supply proof of web based satellite tracking installation with a minimum specification of the "Skytrax system or equivalent" installed in all vehicles and full access shall be given to the client or his representative, and this must be provided 14 days before the commencement of contract.
- 4.6.3. No usage of a flatbed / tipper truck that is fitted with a plastic tank will be allowed. The client reserves the right to inspect all vehicles, yard and workshop prior to award in order to ascertain that the service provider is capable of rendering the service of this magnitude.
- 4.6.4 A valid public liability insurance or intention to obtain public liability insurance certificate issued by insurance service provider registered with Financial Service Conduct Authority to the value of R 10 000 000 must be attached to this bid.

S4.7 OPERATIONAL CONDITIONS AND PENALTIES ASSOCIATED WITH THE OPERATIONAL / MONITORING OF THIS CONTRACT

This is a very intricate contract or operation and an essential service to the communities of this District, measuring how the District renders or carries it mandate of providing potable water to even the remote areas within this District therefore the performance of an appointed service provider has to be closely monitored and measured daily, weekly, monthly and annually, hence the tool below is aimed at ensuring that this service is carried out in a manner that is to the satisfaction of the client.

The appointed service provider will commence with zero points and points will be accumulated when any of the above incidents are committed. Should the service provider accumulate a maximum of **26 points within a period of 12 consecutive months, the contract will be cancelled**. This does not limit the client to the above incidents only and any incident not covered above will be dealt with in terms of the conditions of this contract and the method of penalties will be included in service level agreement. These penal provisions do not exclude the applicability of KCDM blacklisting policy in respect hereof.

Typical Incidents	Penalty Points applicable if not adhered to
None reporting of a breakdown before 9 am via the phone and subsequently electronically	4 points per incident
Malfunctioning of Tracker without reporting to client	4 points per incident
Inaccuracy/ fraudulent recording and submission of kilometers worked	Cancellation of contract
Speedometer not working for over a day	6 points per incident
Invalid or no disinfection certificate	6 points per incident
Incorrect reporting of any incident /s	6 point per incident
Inaccurate recording of volumes	6 points per incident

S5. SERVICE CATEGORIES

The service will apply with respect to the various local municipal areas in terms of the base station as indicated in the schedule of rates.

S5.1 BASE STATION

The base station would be the location from which the service delivery will be measured for the purpose of payment. The base stations applicable to each local municipal area is indicated in the schedule of rates. Measurement will be from the Municipal base station in each respective case. (i.e Base station to point of supply)

Provision is made in the schedule of rates for the pricing of water tanker services for 15000l *mobile* tankers. No alternative size tankers will be considered. Should the service provider supply bigger tanker than requested by the client or his/ her representative, the applicable rate of the requested size (15000l) tanker will be used for payment purposes.

The pricing structure is a rate per kilometer of the tanker measured from the nominated base station to the source of supply and point of delivery and back to the base station.

S5.2 SOURCE OF SUPPLY (many not necessarily the base station)

This is in general defined the location where potable water will be made available to the service provider for a specific request. The source of supply will be nominated by the employer and will not be at the discretion of the service provider. It is the responsibility of the service provider to ascertain the applicable source of supply per local municipality prior to tendering.

S5.3 POINT OF DELIVERY

The point of delivery will be nominated by client and will be the location at which the service is required.

S6. PROCEDURAL NORMS

A request for the provision of the service will be issued by the defining inter alia the following;

- Source of supply and point of delivery
- Frequency and duration of service
- Estimated volume
- Commencement of service
- Base Station

The request might be verbal (i.e telephonically), email or written letter. The request will not be an instruction to proceed. The service provider must confirm the scope of service, time for commencement and resource applied, upon which an instruction to proceed will be issued by the employer.

In the event of unforeseen circumstances, beyond the service provider's control, the service provider is prevented to perform the service as envisaged and agreed upon; Timeous notice should be given to Employer. In such cases, attempt to remedy the situation will commence and a new instruction will be issued by the employer.

S6.1 Service providers will be required to record each transaction / during the course of service delivery via a duplicate book in a format prescribed and issued by the employer. The duplicate should be made available for each water tanker supplied and will be used as a proof of delivery for the purpose of payments. The information on the log will include amongst other information, the following;

- Base station
- Source of supply
- Point of delivery
- Rate
- Odometer log: -
 - * Base station (commence)
 - * Source of supply (trip 1, 2 etc)
 - * Point of delivery (trip 1, 2 etc)
 - * Base station (completed)
- Water tanker
 - Driver
 - Registration number
 - Capacity
 - Year model of tanker
 - Instruction issued
- Signature of the nominated (by employer) community member confirming the delivery.
- Complete service logs must accompany all payment claims for approval at all times
- The service provider will notify the Employer on the daily basis on the progress during course of delivery of the service, or any such frequency as might be agreed upon.

S7 PAYMENTS

- Payment shall be effected within 30 days after the receipt of a valid invoices with accompanied supporting documentation (refer to S 6.1 above). Invoices must be complete, be supplied within 30 days of the service being rendered.
- Statement for *month* must be delivered to the finance section monthly before the 5th of the next month.

S8 DRIVERS/ OPERATORS

- The attention of the Contractor is drawn to the requirements of the Industrial Conciliation Act 1956, as amended and any determination relevant to the driving or operating of trucks used for this Contract.

- The attention of the Contractor is also drawn to the requirements of the Occupational Health and Safety Act, Act 85 of 1993.
- The contractor shall appoint a suitably qualified person as drivers and relief drivers.
- It is therefore required that the contractor submit certified copies of a Public driver's permit and license of each of the drivers and relief drivers of the 10 000 litres of Mobile Water Tanks (Trucks) before any work may commence.
- Drivers and Relief Drivers must be in possession of a valid, driver's license and PDP where applicable.
- Should the Contractor's drivers or employee be incompetent, impertinent, unreasonable, fail to carry out his instructions, no valid documentation available or otherwise hinder the progress of the work the Contractor shall remove him from the site of the works immediately upon receiving the Official's objection to this employee and replace him within 48 hours. Such an objection or request shall be confirmed in writing. This employee shall not be re-employed for work in terms of this contract without the written consent of the Official and/or until the valid documentation have been received.
- No payment will be made for the truck from the time that a report has been made, provided that the truck has not been used for other purposes, until a replacement has been provided.
- Drivers shall be responsible persons able to fully comprehend written or oral instructions given in either official language by the King Cetshwayo District Municipality Officials. In addition, the drivers must be generally competent persons for the task they are to perform and must have a working knowledge of all traffic laws or by-laws and be specifically instructed to observe such laws at all times. The Water Tanker Supervisor may give instructions to the Contractor's employees to follow a particular route and generally perform the work to be done as required by the Supervisor.
- The salaries of the all drivers and relief drivers shall be in accordance with sector minimum wage requirements.

S9 OCCUPATIONAL HEALTH AND SAFETY

- The contractor shall appoint a suitably qualified person with Occupational Health and Safety Coordinator Certificate or diploma or degree in Safety Management Programme that will implement and maintain the OHS requirements pertaining the service rendered and keep the prescribed OHS site files updated.

FORM OF TENDER**SCHEDULE OF RATES****A. NKANDLA AND UMLALAZI LOCAL MUNICIPAL AREA**

- i) *BASE STATION: Nkandla town and eShowe town –*
 ii) *SOURCE OF SUPPLY: Nkandla town and eShowe town.*

ITEM	DESCRIPTION	UNIT	RATE <i>Excl. VAT</i>
1.	<u>ESTABLISHMENT</u> (Once off per truck)		
	15000/ Mobile tanker	Provisional Sum	R 4000.00
2.	<u>Water Tanker Services</u>		
	15000/ Mobile tanker	Km	

SCHEDULE OF RATES**B. MELMOTH LOCAL MUNICIPAL AREA**

BASE STATION: Melmoth town

SOURCE OF SUPPLY: Melmoth town

ITEM	DESCRIPTION	UNIT	RATE <i>Excl. VAT</i>
1.	<u>ESTABLISHMENT</u> (Once off per truck)		
	15000/ Mobile tanker	Provisional Sum	R 3500.00
2.	<u>Water Tanker Services</u>		
	15000/ Mobile tanker	Km	

FORM OF TENDER**SCHEDULE OF RATES****C. UMFOLOZI LOCAL MUNICIPAL AREA***BASE STATION: Mbonambi**SOURCE OF SUPPLY: Empangeni town/ KwaMbonambi Hydrant*

ITEM	DESCRIPTION	UNIT	RATE <i>Excl VAT</i>
1.	<u>ESTABLISHMENT</u> (Once off per truck) 15000/ Mobile tanker	Provisional Sum	R 3000.00
2.	<u>Water Tanker Services</u> 15000/ Mobile tanker	Km	

NB:

The service provider can tender for all three areas of grouping of local municipalities. However, King Cetshwayo District municipality reserve a right to award one service provider per local municipality grouping.

FORM OF TENDER**PRICING****A. NKANDLA AND UMLALAZI LOCAL MUNICIPAL AREA**

ITEM	DESCRIPTION	UNIT	RATE
1	<u>ESTABLISHMENT</u>	Provisional Sum	R 4000.00
2.	<u>Water Tanker Services</u> 15000/ Mobile tanker	Km	
3	Total Amount Excluding VAT		
4	VAT		
5	Total Amount Including VAT		

Amounts in words (Including VAT)

Escalation after 12 months _____ % Escalation in words: _____

Escalation after year 2 _____ % Escalation in words: _____

B. MELMOTH LOCAL MUNICIPAL AREA

ITEM	DESCRIPTION	UNIT	RATE
1	<u>ESTABLISHMENT</u>	Provisional Sum	R3500.00
2.	<u>Water Tanker Services</u> 15000/ Mobile tanker	Km	
3	Total Amount Excluding VAT		
4	VAT		
5	Total Amount Including VAT		

Amounts in words (Including VAT)

Escalation after 12 months _____ % Escalation in words: _____

Escalation after year 2 _____ % Escalation in words: _____

C. UMFOLOZI LOCAL MUNICIPAL AREA

ITEM	DESCRIPTION	UNIT	RATE
1	<u>ESTABLISHMENT</u>	Provisional Sum	R 3000.00
2.	<u>Water Tanker Services</u> 15000/ Mobile tanker	Km	
3	Total Amount Excluding VAT		
4	VAT		
5	Total Amount Including VAT		

Amounts in words (Including VAT)

Escalation after 12 months _____ % Escalation in words: _____

Escalation after year 2 _____ % Escalation in words: _____

Name: _____

Signature: _____

Date: _____

Total cost excluding VAT R_____

Total cost inclusive of VAT R_____

Escalation after year 1 _____%

Amount in words (including the escalation after year 1) but excluding VAT.

Escalation after year 2 _____%

Amount in words (including the escalation after year 2) but excluding VAT.

Total amount in words (including the escalation after year 1 and year 2) but excluding VAT.

FORM OF OFFER

TENDER: KCDM/12/2022

NOTE: THE FORM OF OFFER MUST BE COMPLETED CORRECTLY, SIGNED AND WITNESSED. FAILURE TO COMPLY MAY MEAN THAT NO OFFER HAS BEEN MADE AND THE TENDER MAY NOT BE FURTHER EVALUATED.

ACCEPTANCE

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

The terms of the contract, are contained in section "D" of this document (NT Conditions of contract) as well as any special conditions (if any)

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Municipality to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this document. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signed at

For the King Cetshwayo District Municipality

Signature Date

Name Capacity

Witness:
Name Signature Date

And

For the Contractor/ Service provider

Signature Date

Name Capacity

Witness:
Name Signature Date

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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 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

1.5 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.

1.6 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- 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 least 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 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

- 8.8 Total number of years the company/firm has been in business:
- 8.9 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:

ADDRESS

.....

.....

Please attach, to this page, an original or certified copy of the valid B-BBEE status level verification certificate, issued by either:

- **A Verification Agency that was accredited by the South African National Accreditation System (SANAS).**
- **Sworn Affidavit downloaded from DTI website in case of an EME or QSE**

Failure to do so may lead to your tender being disqualified.

SECTION C

Page 1 of 3

CONDITIONS OF TENDER**A. GENERAL**

1. The lowest or any tender will not necessarily be accepted and King Cetshwayo District Municipality reserves the rights to accept the whole or any part of a tender.
2. The quantities called for in this tender are an estimated quantity and King Cetshwayo District Municipality reserves the right to take more or less than the quantity specified.
3. This contract will be governed by King Cetshwayo District Municipality "Conditions of TENDER" only and not any conditions supplied by the tenderer.
4. Full details of items offered and or drawings / pamphlets etc. must be supplied together with the return documents. All additional drawings/ pamphlets returned with the tender documents must be firmly bound and marked as "Additional" to the specific tender reference number.
5. All items offered on this tender must be new and of the latest design.
6. Only tenders on King Cetshwayo District Municipality official tender document will be accepted and the original document must be returned, fully completed by hand and signed, in the form presented. Failure to do so may invalidate such tender.
7. It must be clearly understood by the tenderer, that no order/s for such commodities or services required by the King Cetshwayo District Municipality will be recognized by the tenderer unless a King Cetshwayo District Municipality official order is issued and it is further understood that King Cetshwayo District Municipality will not accept responsibility for any payment to the tenderer unless the delivery notes and invoices for such goods or services quote the relevant order number and is sent to King Cetshwayo District Municipality, Financial Department, Private BagX1025, RICHARDS BAY, 3900.
8. Should it be considered necessary by the tenderer that officials of King Cetshwayo District Municipality should proceed to other centers for inspection purposes, such costs shall be for the account of the tenderer.

9. Only tenders received by 12h00 on the given closing date will be considered. No late tender by post, e-mail, fax, courier or delivered by hand will be accepted after this time.
10. No telegraphic, e-mail or faxed tenders will be accepted and all posted or tenders sent by couriers, must be clearly marked with the postal date and time.
11. ALL PRICES QUOTED MUST INCLUDE VALUE ADDED TAX AND MUST BE FIRM FOR A PERIOD OF (90) NINETY DAYS FROM CLOSING DATE OF THIS TENDER.
12. Service Providers tax status will be verified on CSD.
13. The use of correction fluid or correction tape on this document will invalidate your tender submission.
14. Price(s) quoted must be valid for at least ninety (90) days from date of offer for evaluation purposes. Thereafter, the prices will be fixed for a period of twelve months before escalation will be allowed.
15. Local Content declaration (MBD6.2) is only applicable when quoting on goods / services in the prescribed designated sectors.
16. The successful provider will be the one scoring the highest points on Section "B" as per the Preferential Procurement Policy Framework Act (No. 5 of 2000)
17. King Cetshwayo District Municipality reserves the right to remove (from the list of service providers) any supplier who fails to comply with the municipality's specifications in terms of service delivery, such service provider will be held responsible for any costs incurred as a result of non-compliance.

B. DEMONSTRATIONS AND INSPECTIONS

1. All tenderers must be prepared to demonstrate where required, free of charge and obligation, at the King Cetshwayo District Municipality or any other area within the boundary of the King Cetshwayo District Municipality, any items offered in this tender.
2. Where officials are required to attend demonstrations or inspections outside the District Municipality boundary of Richards Bay, all costs to attend such demonstration must be borne by the tenderer.

C. DELIVERIES, COMPLETION AND PENALTIES

1. Delivery date to be negotiated on placing the order.
2. Tenderers shall furthermore note that goods or services will not be considered acceptable and consequently their obligations not fulfilled should goods or services fail to comply with the specifications in the tender document.
3. The prices offered will be used as a basis, however, the Municipality reserves the right to set the fixed final rate for the panel.

D. PAYMENTS

1. Payment will be made within 30 days from statement invoice date subject to satisfactory execution of the contract conditions and provided that the statement/invoice is without error.
2. Tenders must clearly state all settlement and trade discounts.
3. Any additional payment for extra work carried out on a contract will only be made provided that the contractor is issued with a variation order by the procurement section of the King Cetshwayo District Municipality.
4. King Cetshwayo District Municipality hereby indemnifies itself from any claims whatsoever, which may arise as a result of loss of income suffered by the tenderer for any reason directly or indirectly during the course of this tender and King Cetshwayo District Municipality reserves the right to consider compensation at its own terms.
5. If you have submitted a tender or quotation, your tendered amount is deemed that it will not change. Should your VAT status change, the original tendered amount will be deemed to have included VAT.

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 "Tort" means in breach of contract.

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

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size

weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works 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.

THE NATIONAL TREASURY: Republic of South Africa

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

FORM OF ACCEPTANCE & DECLARATION

The Acting Municipal Manager
King Cetshwayo District Municipality
Private Bag X1025
RICHARDS BAY
3900

I/We (To be completed)
(Representative or Company Name)

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

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

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

I/We also agree:

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

King Cetshwayo District Municipality
King Cetshwayo House
Private Bag X 1025
RICHARDS BAY 3900
- (c) the law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;
- (d) that if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

I/WE ALSO DECLARE THAT:

- 1) The information provided is true and correct;
- 2) The signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid certificate number of the workman's compensation commissioner's letter of good standing is provided. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted

In the case where it is not possible for a tenderer to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.

In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.

- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) My municipal rates and taxes are not older than three (3) months and the following is attached:

TENDERER IS PROPERTY OWNER FOR PURPOSES OF CONDUCTING BUSINESS FROM ITS PREMISES

Please select option by ticking below

A.1

In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business municipal account not older than three (3) months indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

☐

OR

A.2 . In the instance where the tenderer occupies Tribal land an original/certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal accounts are billed. If the property rates, electricity, water, refuse is charged by the municipality, the original or certified copy of the statement not older than three (3) months in the name of the tenderer or any of its directors must be attached

☐

NB:

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

OR

B. TENDERER IS THE TENANT FOR PURPOSES OF CONDUCTING ITS BUSINESS FROM PREMISES.

B1. In the case where the tenderer does not own property and is a tenant for the purposes of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

☐

B2. In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer must attach the letter from the landlord certifying the above together with original or certified copies of all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

☐

B3. In the case where the tenderer operates in the property owned by relative and does not pay rent or rates, an affidavit from the relative confirming such must be attached. Also the up to date original or certified copy municipal rates statement of the relative must be attached or letter from the councilor in case of the Tribal Authority.

☐

B4. In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property)

☐

Failure to do so may lead to your tender being disqualified.

**PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE
WORKMEN'S COMPENSATION COMMISSIONER LETTER OF GOOD
STANDING MUST BE ATTACHED.**

Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified cpy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.

Workmen's Compensation registration number: _____

Workmen's Compensation certificate number: _____

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

**FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING
DISQUALIFIED.**

TENDERER'S EXPERIENCE

List of similar projects carried out over the past 10 years.

1. Tenderers must take care to provide accurate information in this return. Incorrect contact details of references listed may have a negative impact on scoring.
2. Table 1 is a statement of similar work successfully executed by the Tenderer as a supplier or service provider for the hire of Water Tankers during the past 10 years. If the space provided is insufficient, add more projects on a separate sheet by photocopying this template.
3. The Tenderer must indicate the numerical list number out of a given total number of lists submitted on the right top corner of each list.
4. The Tenderer should also indicate duration of each project in months as this will be used to calculate the number of years of relevant experience as a cumulative/ sum value.
5. The tenderer must attach any of the following pairs in the order described below,
 - a) Copies of Appointment letters as well as respective Completion Certificates from previous Municipality/ Private Sector projects. **OR**
 - b) Copies of signed reference letters from previous or current clients outlining the tenderers performance.

PAGE TO WHICH VALID ORIGINAL / CERTIFIED COPIES OF

a) SIGNED REFERENCE LETTERS WITH PERFORMANCE RATING

OR

b) APPOINTMENT LETTERS WITH THEIR RESPECTIVE COMPLETION CERTIFICATES MUST BE ATTACHED.

FAILURE TO DO SO MAY LEAD TO YOUR TENDER BEING DISQUALIFIED

Table 1: List of similar Projects carried out over the past 10 years

Employer:	Contact person (Employer's Agent)	Description of contract (name of project)	Project Value (incl. VAT)	Completion Date	Duration (Months)
1. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
2. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
3. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
4. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
5. Employer's name:	Consultant's name:				
Contact:	Contact:				
Tel:	Tel:				
Cell:	Cell:				
Fax:	Fax:				
Total duration in number of months (for official use only)					

1. List of Key Personnel Assigned to the Contract

- 2. Curriculum Vitae of all proposed staff need to be attached.**

[illegible]

Date _____

E-6. 2 – Curriculum Vitae of Key Personnel

CV's and Certified Qualifications of each key personnel member must be submitted.

- The Service Provider shall appoint a **Full time Occupational Health and Safety Representative with a minimum of Approved 3 Year / Degree in Occupational Health and Safety Management or related NQF level 7 qualifications or Certificate or diploma or degree in Safety Management Programme** that will implement and maintain the OHS requirements pertaining the service rendered and keep the prescribed OHS site files updated with a minimum 3 years' experience in the implementation of OHS requirements.
- **Drivers** with valid driver's license and Public Driving Permit.

CURRICULUM VITAE OF KEY PERSONNEL - MANAGEMENT

Curriculum Vitae of key personnel to be attached to this page.

Also attach a proposed organogram to this page.

PROOF OF ROADWORTHINESS AND/OR OWNERSHIP OF TRUCKS

Contractor to supply proof of ownership or a letter of intent from a recognized water tanker trucks supplier confirming availability of trucks as soon as the official appointment is finalized. The recognized trucks supplier must issue logbooks for the available trucks that they wish to supply to the bidder.

Trucks must be available within 14 days from date of official appointment for a minimum number of 50 trucks:

All trucks must not be older than five (5) years from date of initial registration/manufacturing. Please also indicate date of manufacture, Ownership / Lease agreement or None.

During the evaluation process the Tenderer may be required to furnish proof that the trucks to be used on the project are readily available on site or at the supplier/ dealer's premises, the proof would entail either the lease agreement, or letter indicating commitment from the supplier, or proof of ownership, etc. Moreover, the KCDM evaluation committee may request the access to the trucks for the purpose of the inspection for its intended function.

As a general provision, the Tenderer shall ensure that trucks and personnel are available on the date agreed upon during the appointment with the required fuel to operate same to give the Municipality uninterrupted service during the hours of operation.

Proof of ownership/ Letter of intent / Lease agreement from a recognized supplier accompanied with logbooks for water tankers registered one (1) year ago will score more points.

PAGE TO WHICH PROOF OF OWNERSHIP/ LETTER OF INTENT/ LEASE AGREEMENT WITH LOGBOOKS TO BE ATTACHED.

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Tendering Document must form part of all Tenders 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 Tender of any tenderer may be rejected if that tenderer, 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 Tender.

4.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
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

MBD 9

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.

MBD 9

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

ACCEPTANCE

NB:

- ♣ **FAILING TO ATTACH ANY OF THE DOCUMENTS SPECIFIED IN THIS TENDER DOCUMENT, OR FAILURE TO COMPLETE IN FULL THOSE SECTIONS REQUIRING COMPLETION, MAY INVALIDATE THE TENDER.**

FOR AND ON BEHALF OF

NAME OF COMPANY

ADDRESS

NAME OF TENDERER

SIGNATURE OF TENDERER

DATE