



SEKHUKHUNE
District Municipality

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**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
TANKERING FOR PERIOD OF TWO MONTHS**

TENDER NO: SK8/3/1-27/2022/23

TENDERER:

TENDER PRICE (INCL. VAT):

PREFERENCES POINTS CLAIMED FOR:

LOCAL CONTRACTORS: **BBBEE SCORE:**

EMPLOYER:

Municipal Manager
SEKHUKHUNE District Municipality
Private Bag X8611
Groblersdal
0470
Contact Person: Evelyn Hamese
Tel no: +27 (13) 262 7300

SEKHUKHUNE DISTRICT MUNICIPALITY

SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
TANKERING FOR PERIOD OF TWO MONTHS

TENDER NO: SK8/3/1-27/2022/23

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SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
TANKERING FOR PERIOD OF TWO MONTHS**

TENDER NO: SK8/3/1-27/2022/23

<p>PART T1 : TENDERING PROCEDURES</p>
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T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1 TENDER NOTICE AND INVITATION TO TENDER

TENDER NO: SK8/3/1-27/2022/23

**PROJECT NAME: SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH
WATER TANKERING FOR PERIOD OF TWO MONTHS**

Tenders are hereby invited for the **SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL
THROUGH WATER TANKERING FOR PERIOD OF TWO MONTHS**

Tender documents will be obtainable from 18 August 2022, from the tender office, Sekhukhune District Municipality, Bareki Mall, cnr Van Riebeeck and Chris Wild Street Groblersdal 0470 on payment of a non-refundable levy of **R500.00**, or free at www.etenders.gov.za website. Only cash or card payment will be accepted.

Duly completed tenders enclosed in a sealed envelope marked “**TENDER: SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING FOR PERIOD OF TWO MONTHS, TENDER NO: SK8/3/1-27/2022/23- CLOSING DATE: 29 August 2022**” with the name of the Tenderer, shall be deposited in the clearly marked tender box provided at Sekhukhune District Municipality, FIRE STATION, Groblersdal before **11h00** on the closing date. The tenders will be opened in public.

Documents may be collected and tenders submitted during office hours, Monday – Friday from 08:00 to 16:30 hours.

There will be no briefing session.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2017 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Sekhukhune District Municipality.

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
TANKERING FOR PERIOD OF TWO MONTHS
TENDER NO: SK8/3/1-27/2022/23**

T1.2 : TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.co.za) and included as Appendix A in this document. The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Wording	
F.1.1	The employer is the SEKHUKHUNE DISTRICT MUNICIPALITY.	
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1 : TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>C1.3: Form of Guarantee</p> <p>C1.4: Adjudicator's Agreement (if applicable)</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p>	
	<p>PART C3 : SCOPE OF WORKS</p>	

Clause	Wording	
	C3 Scope of Work C3.1 Description of the Works C3.4 Specifications C3.7 Annexures	C4 C3.2 C3.5 C3.8
F.2.1 F.2.7	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders : a) Availability of resources. d) Availability of skills to manage and perform the contracts. g) Previous experience on contracts of a similar value and nature. j) Financial standing and capability. No arrangements for a compulsory clarification meeting:	b) e) h) k)
F.2.12	<p>If, a tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations and all other pertinent technical information and characteristics, as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>	
	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed	
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.	

Clause	Wording	
F.2.13.5 F.2.15.1	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: SEKHUKHUNE DISTRICT MUNICIPALITY</p> <p>Physical address: FIRE STATION, GROBLERSDAL</p> <p>Identification details: TENDER FOR CONTRACT NO. TENDER NO: SK8/3/1-27/2022/23-</p> <p>"SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING FOR PERIOD OF TWO MONTHS."</p>	
	Postal address: Private Bag X8611, GROBLERSDAL, 0470	
F.2.13	A two-envelope procedure will not be followed.	
F.2.15	The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender	
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.	
F.2.16	The tender offer validity period is 90 days.	
F2.18	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements	
F.2.23	<p>The tenderer is required to submit the following certificates with his tender:</p> <p>1) a certificate certifying that the enterprise has no undisputed commitments to a municipality or other service provider in respect of which payment is overdue by more than 30 days</p> <p>4) particulars of any contracts awarded by an organ of state during the last five years including particulars of any material non-compliance or dispute concerning their execution over this period (if >R10 000 incl. VAT);</p> <p>5) a valid Tax Clearance Certificate issued by the South African Revenue Services</p>	<p>2)</p> <p>6)</p>
F3.4	The time and location for opening of the tender offers are in accordance with F.2.15	
F.3.11	The procedure for the evaluation of responsive tenders is Method 4. Scoring Functionality	
	<p>The score for functionality is to be calculated using the criteria set out below. The maximum points allocated for functionality is $N_{Q\ max} = 100$ points</p> <p>The tender submission in respect of functionality will be evaluated and scored in relation to the following criteria:</p>	

Clause	Wording																								
	<table><tr><th>Description of quality criteria and sub criteria</th><th>Maximum number of tender evaluation points</th></tr><tr><td>Company previous similar experience</td><td>20</td></tr><tr><td>Specific knowledge</td><td>30</td></tr><tr><td>Proof of availability of plant and equipment</td><td>50</td></tr><tr><td>Total evaluation points for functionality (No)</td><td>100</td></tr></table> <p>Tenders who attain a score of less than 60 points allocated during the functionality evaluation will not be considered for further evaluation. Point allocation will be as follow:</p> <p>1. Company Previous Similar Experience</p> <p>Company previous experience as presented in the company profile will be scored as follows (this will apply to any supply of potable water through tankering or in progress and attach proof):</p> <table><tr><th>Company Experience(Similar)</th><th>Points</th><th>Allocated point</th></tr><tr><td>0-1 years</td><td>5 points</td><td></td></tr><tr><td>2-5 years</td><td>10 points</td><td></td></tr><tr><td>5 Plus years</td><td>20 points</td><td></td></tr></table> <p>Written proof of similar experience to be provided with the tender. Failure to do so will result in 0 points scored.</p>		Description of quality criteria and sub criteria	Maximum number of tender evaluation points	Company previous similar experience	20	Specific knowledge	30	Proof of availability of plant and equipment	50	Total evaluation points for functionality (No)	100	Company Experience(Similar)	Points	Allocated point	0-1 years	5 points		2-5 years	10 points		5 Plus years	20 points		
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Clause	Wording																																		
	<p>2. Specific knowledge</p> <table border="1"> <thead> <tr> <th>Specific Knowledge</th><th>Points</th><th>Allocated points</th></tr> </thead> <tbody> <tr> <td>Driver per truck (code 14 and PDP) 5 drivers = 5 points, 8 drivers = 10 points and 10 drivers = 15 points</td><td>15</td><td></td></tr> <tr> <td>Water quality specialist (min qualification of National Diploma in water care, analytical chemistry and/or chemical engineering)</td><td>5</td><td></td></tr> <tr> <td>Occupational Health and safety</td><td>5</td><td></td></tr> <tr> <td>Availability of accredited Laboratory</td><td>5</td><td></td></tr> <tr> <td>Total</td><td>30</td><td></td></tr> </tbody> </table> <p>Written proof of experience to be provided with tender. Failure to do so will result in 0 points scored.</p> <p>3. Proof of availability of plant and equipment (Maximum points 50)</p> <table border="1"> <thead> <tr> <th>Description</th><th>Points</th><th>Allocated Points</th></tr> </thead> <tbody> <tr> <td>5 x10m³ water tanker</td><td>25</td><td></td></tr> <tr> <td>8 x10m³ water tanker</td><td>40</td><td></td></tr> <tr> <td>10 x10m³ water tanker</td><td>50</td><td></td></tr> <tr> <td>Total</td><td>50</td><td></td></tr> </tbody> </table> <p>Proof of ownership or signed lease agreement with the copy of the ownership for the lesser vehicle documents from licence department must be attached</p> <p>Scoring Price</p> <p>The score for financial offer will be calculated using the following formula: $N_{FO} = 80 \times (P_m / P)$ Where: P_m = the comparative offer of the responsive and considered tender with the lowest price P = the comparative offer of the tender under consideration The maximum score for the financial offer will be $N_{FO \text{ max}} = 80$ points</p>	Specific Knowledge	Points	Allocated points	Driver per truck (code 14 and PDP) 5 drivers = 5 points, 8 drivers = 10 points and 10 drivers = 15 points	15		Water quality specialist (min qualification of National Diploma in water care, analytical chemistry and/or chemical engineering)	5		Occupational Health and safety	5		Availability of accredited Laboratory	5		Total	30		Description	Points	Allocated Points	5 x10m³ water tanker	25		8 x10m³ water tanker	40		10 x10m³ water tanker	50		Total	50		
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Total	50																																		

Clause	Wording
	<p>Scoring Preference</p> <p>The score for preference is to be calculated using the criteria as described in FORM T2.3.7: SBD 6.1 (Amended). The maximum score for preference will be:</p> $N_{P \max} = 20 \text{ points}$ <p>Scoring Total</p> <p>The total score on which the tender will be evaluated will be calculated as follows:</p> $T_{Ev} = N_{FO} + N_P$ <p>The maximum points that can be scored is 100 points</p>
F3.12	<p>Tenderers are advised to study Appendix B: <i>SEKHUKHUNE DISTRICT MUNICIPALITY – SUPPLY CHAIN MANAGEMENT PROCUREMENT POLICY</i> when completing Schedule and claiming points.</p>
F.3.13.1	<p>Tender offers will only be accepted on condition that :</p> <ul style="list-style-type: none"> a) The tender offer is signed by a person authorized to sign on behalf of the Tenderer. b) A valid tax Clearance Certificate is included with this tender. c) Tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 as well as the Tenderer's health and safety plan, is included with his tender submission. d) A Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with this tender. e) The Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection. f) The Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. g) The Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect. h) The Tenderer or any of its principals, directors or managers is not employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission. i) The Employer is satisfied that the Tenderer or any of his principals have not influenced the tender offer and acceptance by the following criteria: <ul style="list-style-type: none"> i. Having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract.

j)

Clause	Wording	
	<ul style="list-style-type: none"> ii. Having acted in a fraudulent or corrupt manner in obtaining or executing this Contract; iii. Having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour. iv. Having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from Tendering for this Contract or as to the amount of the Tenderer to be submitted by either party. v. Having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed Tender. vi. The Employer may, in addition to using any other legal remedies, repudiate the Tender offer and acceptance and declare the Contract invalid should it have been concluded already. 	
F.3.18	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).	

SEKHUKHUNE DISTRICT MUNICIPALITY

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TANKERING FOR PERIOD OF TWO MONTHS**

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PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
TANKERING FOR PERIOD OF TWO MONTHS**

TENDER NO: SK8/3/1-27/2022/23

T2.1 : LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the returnable documents as listed

Generic	Tick if completed
Authority for Signatory (<i>Compulsory</i>)	
Certificate of Authority for Joint Venture (<i>Compulsory where applicable</i>)	
Certified copy of identity documents for directors (required for evaluation)	
Compulsory Enterprise Questionnaire-SCHEDULE 1A (<i>Compulsory</i>)	
Copy of Company Registration Documents or CK1 for Close Corporations	
Form of offer to be properly signed (<i>Compulsory</i>)	
Declaration of Interest (MBD4) (<i>Compulsory</i>)	
Declaration of Bidder's Past Supply Chain Management Practices	

(MBD8) (<i>Compulsory</i>)	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category(<i>Required for evaluation</i>)	
Municipal rates (<i>Compulsory</i>) - Municipal statement for both Directors and Company in accordance with regulation 38. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority indicating that there are no municipal rates payable or by an affidavit Under oath.	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. (<i>Compulsory</i>)or <i>PIN issued by SARS</i>	
<p>MBD 5 (required for evaluation)</p> <p>Documentation if Tender Exceeds R10 Million (<i>Compulsory if Applicable</i>)</p> <p>-If the bidder is required by law to prepare AFS for Auditing, the AFS for the past three years or since the establishment if Establishment during the past three years</p> <p>-A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which Payment is overdue for more than 30 days</p>	
<p>B-BEE Status Level of Contribution: Preference Points Claim</p> <p>Form in Terms of the Preferential Procurement Regulation 2017(PPPFAct)</p> <p>(Required for evaluation)</p>	

CSD Registration/CSD Summary Report (<i>Compulsory</i>)	
Letter of Good Standing (COIDA) (<i>Compulsory</i>)	

The tenderer must complete the returnable documents as listed

Tender Specific – <i>Unique with each tender.</i>	Tick if completed

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that must be submitted with the tender (Failing to submit any one of these will result in the tender being deemed non-responsive).

- *Required for evaluation:* Additional documentation that is required to be submitted with the tender and will be used as part *of the tender evaluation*.

SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: **Name of enterprise:**

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

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

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

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

- ☐ an official of any municipality or ☐ an employee of Parliament or a provincial legislature

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

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

* The schedule should be used where tenders are subject to the local Government:
Municipal Finance Management Act

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SCHEDULE 1B: AUTHORITY OF SIGNATORY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
.....
....., hereby confirm that by resolution of the
board **(copy attached)** taken on 20..., Mr/Ms
acting in the capacity of, was authorized to sign all documents in
connection with this tender for contract and any contract resulting from it
on behalf of the company.

As witnesses :

Chairman

1. :
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

Signature : Sole owner.....

As witnesses:

1. _____ : _____
2. _____ Date : _____

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

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SCHEDULE 1C: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

.....

....., authorized signatory of the company, close corporation or partnership

.....

....., acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution**

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature	
		Name	
		Designation	
		Signature	
		Name	
		Designation	
		Signature	
		Name	
		Designation	

of each partner to the Joint Venture shall be appended to this schedule.

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING
FOR PERIOD OF TWO MONTHS**

TENDER NO: SK8/3/1-27/2022/23

SCHEDULE 1D: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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SCHEDULE 1E: PERSONNEL SCHEDULE		
Job Description	Non-Local	Local
Contract Manager		
Supervisor		
Drivers		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

* To be filled in by Tenderer

Signed

Date

Name

Position

Tenderer

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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**SCHEDULE 1G: SCHEDULE OF WORK SATISFACTORILY
CARRIED OUT BY THE TENDERER**

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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SCHEDULE 1H: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors to work on this contract.

If we are awarded the contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			

Signed

Date

Name

Position

Tenderer

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING
FOR PERIOD OF TWO MONTHS**

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SCHEDULE 11: CERTIFICATE OF ATTENDANCE AT SITE INSPECTION AND CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

of (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers
at

..... (location) on (date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the
works and / or matters incidental to doing the work specified in the tender documents in order
for us to take account of everything necessary when compiling our rates and prices included in
the tender.

Particulars of person(s) attending the meeting:

Name	Signature
------------	-----------------

Capacity

Name	Signature
------------	-----------------

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative,
namely:

Name	Signature
------------	-----------------

Capacity	Date & Time
----------------	-------------------

SEKHUKHUNE DISTRICT MUNICIPALITY

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SCHEDULE 1J: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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TENDER NO: SK8/3/1-27/2022/23

SCHEDULE 1K: PREFERENTIAL PROCUREMENT SCHEDULE

Tenderers who wish to claim preference points in terms of Clause 3.11 of the Tender Data must complete the schedule and sign the Declaration at the end of the schedule. Failure on the part of the tenderer to fill in and/or to sign this schedule will be interpreted to mean that preference points are not claimed.

A. POINTS FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- A.1 In terms of Regulation 5(2) and 6(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)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- A.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

- A.3 Bidders other than EME's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating the B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- A.4 A trust, consortium or joint venture will qualify for their B-BBEE status level as a Legal entity, provided that the entity submits their B-BBEE status level certificate.
- A.5 A trust, consortium or joint venture will qualify for points for the B-BBEE status Level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- A.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- A.7 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a bidder intends subcontracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capacity and ability to execute the sub-contract.
- A.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capacity and the ability to execute the sub-contract.

B. DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct.
- ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the employer that the claims are correct.
- iii) If the claims are found to be incorrect, the employer may, in addition to any other remedy it may have -
 - a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - b) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable arrangements due to such cancellation;

1. _____
WITNESSES

SIGNATURE (S) OF TENDERER(S)

2. _____
WITNESSES

DATE:

ADDRESS.....

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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SCHEDULE 2B: PROOF OF AUTHORITY OF SIGNATORY

SEKHUKHUNE DISTRICT MUNICIPALITY

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<p>SCHEDULE 2C: VALID TAX CLEARANCE CERTIFICATE / TAX COMPLIANCE STATUS PIN</p>
--

The Tenderer must attach to this page an original Tax Clearance Certificate from the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach an original/copy of the Tax Clearance Certificate for each of the joint venture partners.

SEKHUKHUNE DISTRICT MUNICIPALITY

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SCHEDULE 2D: JOINT VENTURE AGREEMENT (Only if applicable)
--

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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TENDER NO: SK8/3/1-27/2022/23

SCHEDULE 2E: MUNICIPAL LEVY PAYMENT
--

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies.

SEKHUKHUNE DISTRICT MUNICIPALITY

**SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER
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**SCHEDULE 2G: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE
HAS NO UNDISPUTED COMMITMENTS**

PART 1: AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

C1.1 : FORM OF OFFER AND ACCEPTANCE

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of refurbishment of:

SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING FOR PERIOD OF TWO MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value-Added Tax is:

.....
.....

..... Rand (in words);R
.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**.....

(Name and address of organization)

Name and signature
of witness Date

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the 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 (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature(s)

Name(s)

Capacity

for the **Employer**
(Name and address of organization)

Name and signature
of witness Date

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. Subject
Details
2. Subject
Details
3. Subject
Details
4. Subject

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Contract Data

The conditions of contract are the CIDB contract for the Supply of Goods (Short contract).

The <i>Purchaser</i> is	Name	Sekhukhune District Municipality
	Address	3 Wes Street, Private Bag X8611, GROBLERSDAL 0470.

The <i>Purchaser</i> is represented by	Name	Norah Maseko	
	Address	Private Bag X8611, Groblersdal 0470, 3 West Street, Groblersdal 0470.	
	Telephone	013 262 7300	email:

The <i>goods</i> are	SUPPLY OF WATER TO JANE FURSE NEW HOSPITAL THROUGH WATER TANKERING FOR PERIOD OF TWO MONTHS
----------------------	--

The <i>starting date</i> is two weeks after signing the contract	
The <i>period for reply</i> is weeks	The <i>defects date</i> is one week after delivery.
The <i>defects correction period</i> is seven days	The <i>delay damages</i> are per day
The <i>assessment day</i> is the of each month	

The <i>Adjudicator</i> is	Name
---------------------------	------

	Address			
	Telephone		Fax	

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property in excess of for any one event

The *Purchaser* provides this insurance: None

The minimum insurance cover for loss of or damage to property and for bodily injury or death is: As the Supplier deems fit.

The following additional conditions of contract are part of this contract:

A1	Additional conditions: Ordering of goods on a call off basis during an agreed term
A1.1	<p>These defined terms also apply to this contract:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A Batch is a collection of goods selected by the <i>Purchaser</i> from the Price List. <input type="checkbox"/> A Batch Order is an instruction given by the <i>Purchaser</i> to the <i>Supplier</i> to provide a Batch.
A1.2	Unless it is stated to apply to the whole of the <i>works</i> , each reference in this contract to the <i>starting date</i> , Completion, the Completion Date and the <i>defects date</i> applies also to any Batch of <i>good</i> . Batch Order
A1.3	The <i>Purchaser</i> provides a Batch Order to the <i>Supplier</i> for each Batch he requires to be delivered.
A1.4	The <i>Supplier</i> Provides the Goods in accordance with the Goods Information on receipt of each Batch

A2	Additional condition: Compensation event for force majeure.
A2.1	<p>The following is an additional compensation event:</p> <p>The <i>Supplier</i> proves that it would be illegal or impossible for him to perform his obligations required by this contract due to any one of these events:</p> <ul style="list-style-type: none"> <input type="checkbox"/> War, civil war, rebellion, revolution, insurrection, military or usurped power, <input type="checkbox"/> Strikes, riots and civil commotion not confined to the employees of the <i>Supplier</i>, subcontractors and suppliers, <input type="checkbox"/> Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel.
A2.2	Any amounts due to the <i>Supplier</i> from insurers in claims arising from any of the listed events are deducted from assessments of the compensation event.

A4	Additional condition covering the <i>purchaser's</i> right to sanction a subcontractor.
A4.1	The <i>Supplier</i> submits the names of each proposed subcontractor to the <i>Purchaser</i> for acceptance. The <i>Supplier</i> does not appoint a subcontractor until the <i>Purchaser</i> has accepted the

A5	Additional condition for price adjustment for inflation
A5.1	Each amount due includes an amount for price adjustment which is calculated in accordance with the formula appended to this Contract Data.

Conditions of Contract

1. General

10 Actions

10.1 The *Purchaser* and the *Supplier* shall act as stated in this contract and in a spirit of mutual trust and co- operation.

11 Identified and defined terms

- 11.1 Terms identified in the Contract Data, in the *Supplier's* offer or in a Batch Order are in *italics*. Defined terms have capital initials and the meanings given to them in this clause.
- 11.2 (1) The Parties are the *Purchaser* and the *Supplier*.
(2) To Provide the Goods means to do the work necessary to supply the *goods* in accordance with this contract including all incidental work, services and actions which this contract requires.
(3) Goods Information is information which either specifies and describes the *goods* or states any constraints on how the *Supplier* Provides the Goods and is either
- ☐ in the document called 'Scope of Work' or
 - ☐ in an instruction given in accordance with this contract.
- (4) The Delivery Location is the *delivery location* and any surrounding space provided by the *Purchaser*, unless later changed in accordance with this contract.
(5) Materials are items to be included in the *goods*.
(6) Equipment is items provided by the *Supplier* and used by him to Provide the Goods.
(7) The Completion Date is the *completion date* unless later changed in accordance with this contract.
(8) Completion is when the *goods* have been supplied and the *Supplier* has corrected notified Defects which would prevent the *Purchaser* either from using the *goods* or from carrying out any other intention stated in the Goods Information.
(9) A Defect is a part of the *goods* which is not in accordance with the Goods Information.
(10) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
(11) The Price for Goods Provided to Date is the total of
- ☐ the Price for each item in the Price List which the *Supplier* has provided and,
 - ☐ where a rate but no quantity is stated for an item in the Price List , an amount calculated by multiplying the quantity which the *Supplier* has provided by the rate.

12 Interpretation

- 12.1 In this contract, except where the context shows otherwise, words in the singular also mean in the plural and the other way round and words in the masculine also mean in the feminine and neuter.

13 Communications

- 13.1 Every communication which this contract requires is in writing.
- 13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications.
- 13.3 If this contract requires the *Purchaser* or the *Supplier* to reply to a communication, unless otherwise stated in this contract, he replies within the *period for reply*.

14 The *Purchaser's* authority and delegation

- 14.1 The *Purchaser* may give an instruction to the *Supplier* which changes the Goods Information or the *delivery location*.
- 14.2 The *Purchaser's* acceptance of a communication from the *Supplier* or of his work does not change the *Supplier's* responsibility to Provide the Goods.
- 14.3 The *Purchaser*, after notifying the *Supplier*, may delegate any of his actions and may cancel any delegation. A reference to an action of the *Purchaser* in this contract includes an action by his delegate.

15 Access to the Delivery Location

- 15.1 The *Purchaser* gives access to and use of the Delivery Location to the *Supplier* on the dates stated or as later agreed between them.
- 15.2 The *Purchaser* and the *Supplier* provide services and other things as stated in the Goods Information.
Any cost incurred by the *Purchaser* as a result of the *Supplier* not providing the facilities and services stated is assessed by the *Purchaser* and paid by the *Supplier*.

16 Early warning

- 16.1 The *Supplier* or the *Purchaser* gives an early warning by notifying the other as soon as either becomes aware of any matter which could increase the total of the Prices, delay Completion or impair the performance of the *goods*. The *Supplier* and the *Purchaser* co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced.

17 Law

- 17.1 The law applicable to this contract is the law of the Republic of South Africa where the *delivery location* is.

18 The *Purchaser's* obligations

- 18.1 The *Purchaser* provides information which this contract requires him to provide as necessary to enable the *Supplier* to Provide the Goods.

19 The *Supplier's* obligations

- 19.1 The *Supplier* Provides the Goods in accordance with the Goods Information on receipt of a Batch Order.
- 19.2 The *Supplier* does not manufacture *goods* which he has designed until the *Purchaser* has accepted his design.
- 19.3 The *Supplier's* obligation is to ensure that the *goods* are fit for the purpose stated in the Goods Information or, if not so stated, fit for the purpose to which goods similar to the *goods* are used.
- 19.4 The *Supplier* obeys an instruction which is in accordance with this contract and is given to him by the *Purchaser*.
- 19.5 The *Supplier* prepares forecasts of the total of the Prices for the supply of the whole of the *goods* as the *Purchaser* instructs him to.

20 Subcontracting and people

- 20.1 If the *Supplier* subcontracts work, he is responsible for Providing the Goods as if he had not subcon- tracted. This contract applies as if a subcontractor's employees and equipment were the *Suppliers*.

21 Access to the work

- 21.1 The *Supplier* provides access for the *Purchaser* and others notified by the *Purchaser* to work being done for this contract and to stored Materials.

22 Time

22.1 Starting and Completion

- 22.1.1 The *Supplier* does not start work until the *starting date* and Provide the Goods so that Completion is on or before the Completion Date.
- 22.1.2 The *Purchaser* decides the date of Completion and certifies it within one week of the date.
- 22.1.3 The *Purchaser* may instruct the *Supplier* to stop or not to start any work and may later instruct him that he may restart or start it.

23 Programme

- 23.1 The *Supplier* submits programmes to the *Purchaser* as stated in the Goods Information.

24 Testing and Defects

24.1 Searching for and notifying Defects

- 24.1.1 The *Purchaser* may instruct the *Supplier* to search for a Defect.
- 24.1.2 Until the *defects date*, the *Purchaser* notifies the *Supplier* of each Defect which he finds. In his notice the *Purchaser* states whether the defective *goods* are to be replaced by *goods* which are free of Defects or that the Defect may be corrected as stated in this contract.

24.2 Correcting Defects

- 24.2.1 The *Supplier* corrects Defects whether or not the *Purchaser* notifies him of them.
- 24.2.2 After Completion the *Supplier* corrects notified Defects or replaces the defective *goods* before the end of the *defects correction period*. This period begins at the later of Completion or when the Defect is notified. The *Purchaser* gives the *Supplier* access to and use of the defective *goods* as needed for correcting a Defect.

24.3 Uncorrected Defects

24.3.1 If the *Supplier* has not corrected a notified Defect by the end of the *defects correction period*, he pays the *Purchaser's* cost of having the Defect corrected or the defective goods replaced by other people.

25 Payment

25.1 Assessing the amount due

25.1.1 The *Supplier* assesses the amount due and submits an invoice at each *assessment day*. The invoice includes the details stated in the Goods Information to show how the amount due has been assessed.

25.1.2 There is an *assessment day* in each month from the *starting date* until one month after the *defects date* for the supply of the whole of the *goods*.

25.1.3 The amount due is the Price for Goods Provided to Date, plus other amounts to be paid to the *Supplier* less amounts to be paid by or retained from the *Supplier*. Any value added or sales tax which the law requires the *Purchaser* to pay to the *Supplier* is included in the amount due.

25.1.4 The *Contractor* pays *delay damages* for each day from the Completion Date until Completion.

26 Payment''

26.1 The *Purchaser* pays the *Supplier* within three weeks of the date of the *Supplier's* invoice. The first payment is the amount due. Other payments are the change in the amount due since the last payment.

26.2 A payment is made by the *Supplier* to the *Purchaser* if the change reduces the amount due. Other payments are made by the *Purchaser* to the *Supplier*.

26.3 If the *Purchaser* does not agree with an invoice submitted by the *Supplier*, he notifies the *Supplier* of the reason for his disagreement before the payment is due. He pays any agreed part of the invoice.

26.4 If a payment is made late, simple interest at the rate of 0.5% per complete week of delay is added to the payment

27 Compensation events

27.1 The following are compensation events:

(1) The *Purchaser* gives an instruction changing the Goods Information except

- ☐ a change made in order to accept a Defect or
- ☐ a change which only affects the quantities of items in the Price List for which a rate but no quantity is stated.

(2) The *Purchaser* gives an instruction to stop or not to start any work.

(3) The *Purchaser* changes a decision which he has previously communicated to the *Supplier*. (4) The *Purchaser* instructs the *Supplier* to search for a Defect and none is found.

(5) The *Purchaser* does not give access to and use of the *delivery location* to the *Supplier* as necessary for the work included in this contract.

(6) The *Purchaser* does not provide something which he is to provide by the date for providing it stated in this contract.

(7) The *Purchaser* notifies a correction to an assumption about a compensation event which he has previously stated.

(8) A loss of or damage to the *goods* and *Materials* arising from

- ☐ fault of the *Purchaser*,
- ☐ *Purchaser's* design
- ☐ *Materials* provided by the *Purchaser* or
- ☐ an action of a third party after Completion

27.2 Notifying compensation events

27.2.1 The *Supplier* notifies to the *Purchaser* an event which has happened or which he expects to happen as a compensation event if

- ☐ the *Supplier* believes that the event is a compensation event and it is less than two weeks since he became aware of the event and
- ☐ the *Purchaser* has not notified the event to the *Supplier*.

27.2.2 The Prices and the Completion Date are not changed if the *Purchaser* decides that an event notified by the *Supplier*

- ☐ arises from a fault of the *Supplier*,
- ☐ has not happened and is not expected to happen,
- ☐ has no effect upon the total of the Prices or Completion or
- ☐ is not one of the compensation events stated in this contract.

If the *Purchaser* decides otherwise, he instructs the *Supplier* to submit a quotation for the event. The

- Purchaser* notifies his decision to the *Supplier*, or instructs him to submit a quotation, within one week of the *Supplier's* notification to him of the event.
- 27.2.3 If the *Purchaser* decides that the *Supplier* did not give an early warning of the event which he could have given, he notifies his decision to the *Supplier* when he instructs him to submit quotations.
- 27.2.4 If the *Purchaser* decides that the effects of a compensation event are too uncertain to be forecast reasonably, he states assumptions about the event in his instruction to the *Supplier* to submit quotations. Assessment of the event is based on these assumptions. If any of them is later found to have been wrong, the *Purchaser* notifies a correction.
- 27.2.5 A compensation event is not notified after the later of the *defects date* and the last *defects correction period*.

27.3 Quotations for compensation events

- 27.3.1 Quotations for compensation events comprise proposed changes to the Prices or rates and any delay to the Completion Date assessed by the *Supplier*. The *Supplier* submits details of his assessment with each quotation. The *Supplier* submits a quotation within one week of being instructed to do so by the *Purchaser* or, if no such instruction is received, within two weeks of the notification of a compensation event.
- 27.3.2 The *Purchaser* replies within one week of the *Supplier's* submission.
For a proposed instruction or changed decision, his reply is
- ☐ notification that the instruction or changed decision will not be given,
 - ☐ confirmation of the instruction or changed decision and acceptance of the quotation or
 - ☐ confirmation of the instruction or changed decision and notification that he does not agree with the quotation
- For other compensation events, his reply is
- ☐ acceptance of the quotation or
 - ☐ notification that he does not agree with the quotation.

27.4 Assessing compensation events

- 27.4.1 The changes to the Prices are assessed by forecasting the effect of the compensation event upon the *supplier's* costs and, if the effect is to increase the *Supplier's* costs, adding 5%. If the compensation event has already occurred and its effect was to increase the *Supplier's* costs, the assessment is based upon the increased costs due to the event which the *Supplier* has recorded. The effect is assessed separately for the cost of people, Equipment, and Materials, subcontracted work and the *Supplier's* overheads. Costs are assessed at open market or competitively tendered prices with all

discounts, rebates and taxes which can be recovered deducted.

- 27.4.2 A delay to the Completion Date is assessed as the length of time that, due to the compensation event, Completion is forecast to be delayed.
- 27.4.3 If the *Purchaser* has notified the *Supplier* of his decision that the *Supplier* did not give an early warning of a compensation event which an experienced contractor could have given, the event is assessed as if the *Supplier* had given early warning.
- 27.4.4 Assessment of the effect of a compensation event includes cost and time risk allowances for matters which have a significant chance of occurring and are at the *Supplier's* risk under this contract.
- 27.4.5 Assessments are based on the assumptions that the *Supplier* reacts competently and promptly to the compensation event and that additional cost and time due to the event are reasonably incurred.
- 27.4.6 A compensation event which is an instruction to change the Goods Information in order to resolve an ambiguity or inconsistency is assessed as if the Prices and the Completion Date were for the interpretation most favourable to the *Supplier*.

28 Title

28.1 Passing of title

- 28.1.1 The *Supplier's* title to the *goods* passes to the *Purchaser* on delivery of the *goods* at the *delivery location*. The *Supplier* ensures that the title which he passes is full and unencumbered.

29 Limitation of liability, indemnities and insurance

29.1 Limitation of liability.

- 29.1.1 The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser's* property more than the amount stated in the Contract Data for any one event.
- 29.1.2 The *Supplier* is not liable to the *Purchaser* for loss of revenue or profit except as provided for in these Conditions of Contract.

29.2 Indemnities

29.2.1 The *Purchaser* indemnifies the *Supplier* against claims proceedings compensation or costs payable which are the unavoidable result of the *goods* or of providing the Goods or which arise from

- ☐ fault
- ☐ negligence
- ☐ breach of statutory duty
- ☐ infringement of an intellectual property right or
- ☐ interference with a legal right by the *Purchaser* or by any person employed by or contracted to him except the *Supplier*.

29.2.2 The *Supplier* indemnifies the *Purchaser* against other

- ☐ Losses and claims in respect of
- ☐ Death of or injury to a person and
- ☐ Loss of or damage to property (other than the *goods* and Materials) and
- ☐ claims, proceedings, compensation and costs payable arising from or in connection with the *Supplier's* providing the Goods.

29.2.3 The liability of one Party to indemnify the other is reduced to the extent that events which are the otherparty's responsibility contributed to the losses, claims, proceedings, compensation and costs.

29.3 Insurance cover

29.3.1 The *Supplier* provides the insurances stated in the Insurance Table to the extent that

- ☐ they are not stated in the Contract Data as provided by the *Purchaser* and
- ☐ the events insured against are at the *Supplier's* risk.

Insurances are in the joint names of the Parties. The cover is from the *starting date* until delivery of the *goods* to the *delivery location*.

INSURANCE TABLE

Insurance against	Minimum amount of cover
Loss of or damage to the <i>goods</i> and <i>Materials</i>	The replacement cost.
Liability for loss of or damage to property (except the <i>goods</i> , <i>Materials</i> and <i>Equipment</i>) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) arising	The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately.

29.3.2 If the *Supplier* does not insure

29.3.2.1 The *Purchaser* may insure a risk which this contract requires the *Supplier* to insure if the *Supplier* does not submit evidence of current insurance to the *Purchaser* within one week of being asked to do so. The cost of this insurance to the *Purchaser* is paid by the *Supplier*.

30 Disputes and termination

30.1 Settlement of disputes

30.1.1 A Party may notify the other Party that he disagrees with him on any matter under or in connection with this contract within four weeks of becoming aware of the disagreement. Unless settled by the Parties, either Party may submit a notified disagreement to the *Adjudicator* for settlement as a dispute.

30.1.2 In settling the dispute, the *Adjudicator* takes into account information which is provided to him by each Party within two weeks of the submission.

30.1.3 The *Adjudicator* settles the dispute by notifying the Parties of his decision and of the reasons for his decision within four weeks of the submission.

31 The *Adjudicator*

- 31.1 The *Adjudicator* settles the dispute impartially as independent adjudicator and not as arbitrator. His decision is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. He is paid equally by the Parties.
- 31.2 Any communication between a Party and the *Adjudicator* is communicated at the same time to the other party. If the *Adjudicator's* decision includes assessment of a cost effect or delay, he makes his assessment in the same way as a compensation event is assessed.
- 31.3 The Parties indemnify the *Adjudicator* for his actions and his failures to act in connection with this contract except any actions or failures to act which are in bad faith.

32 Reference to the courts

- 32.1 A Party may refer a dispute to the courts if
- ☐ he is dissatisfied by the *Adjudicator's* decision or
 - ☐ the *Adjudicator* did not notify his decision within the
time allowed
- except that neither Party may refer such a dispute to the courts more than four weeks after the end of the time allowed for the *Adjudicator's* decision.
- 32.2 A Party may also refer a dispute which the *Adjudicator* has not settled to the courts if the *Adjudicator* has resigned or cannot now act and the Parties have not chosen a new adjudicator

33 Termination and reasons for termination

- 33.1 If either Party wishes to terminate, he notifies the other giving details of his reason for terminating. The *Purchaser* issues a termination certificate promptly if the reason complies with this contract. After a termination certificate has been issued, the *Supplier* does no further work necessary to complete the supply of the *goods*.
- 33.2 Either Party may terminate if
- ☐ the other Party has become bankrupt or insolvent (or its equivalent) (Reason 1) or
 - ☐ has assigned this contract (Reason 2).

- 33.3 The *Purchaser* may terminate if the *Purchaser* has notified the *Supplier* that he has
- ☐ substantially failed to comply with his obligations (Reason 3),
 - ☐ substantially hindered the *Purchaser* (Reason 4),
 - ☐ substantially broken a health or safety regulation (Reason 5) or
 - ☐ not stopped defaulting or not put the default right within two weeks of the notification (Reason 6) or for any other reason (Reason 7).
- 33.4 The *Supplier* may terminate if :
- ☐ the *Purchaser* has not paid an amount due within ten weeks of its *assessment day* provided that the *Supplier* has submitted a valid tax invoice which includes the information required by this contract. (Reason 8).
 - ☐ the *Purchaser* has instructed the *Supplier* to stop or not to start any substantial work or all work for a reason which is not the *Supplier's* fault and an instruction allowing the work to re- start or start has not been given within eight weeks (Reason 9).

34 Procedures on termination

- 34.1 On termination, the *Purchaser* may obtain the *goods* from other people and may use any *goods* and Materials to which he has title. The *Supplier* leaves the *delivery location* and removes the Equipment.

35 Payment on termination

- 35.1 The amount due on termination includes an amount due assessed as for normal payments, and any amounts retained by the *Purchaser*.
- 35.2 If the *Purchaser* terminates for Reason 1, 2, 3, 4, 5 or 6, the amount due on termination also includes a deduction of the forecast of the additional cost to the *Purchaser* of completing the supply of the *goods*.
- 35.3 If the *Supplier* terminates for Reason 1, 2, 8 or 9 or if the *Purchaser* terminates for Reason 7, the amount due on termination also includes other costs to which the *Supplier* is committed.

PART 2: PRICING DATA

Price List

C4 Bill of Quantity

Item	Description	Unit	Quantity	Rate	Amount
1	Jane Furse Hospital				
1.1	Supply of 280 kl /day of potable water per day for 2 MONTHS (61 days) R15.54 per kl from municipal source	Kl	17 080 kl		
1.2	Supply of 280 kl /day of potable water per day for 2 MONTHS (61 days) per kl from other sources	Kl	Rates only		
1.3	Transportation (return trip) of 280 kl liters of potable water per day for 2 Months (61 days)	Km			
	Sub-Total				
	15% Vat				
Tender amount					

PART 3: SCOPE OF WORK

1 Description of the goods

The supply contract involves:

- Supply of 280kl/day of potable water through tankers to Jane Furse new Hospital in Makhuthamaga Local Municipality within the radius of 75km per trip
- The supplier should ensure that the water provided is of good quality and agreed quantity.
- The service provider must submit the water test analysis results of his collection points from an accredited Laboratory on monthly basis.

1.2 Intentions of the *Purchaser* before Completion

The water supplied must meet the minimum requirements of SANAS 241.

1.3 Particulars to be included on the *Supplier's* Tax Invoice

The invoice must include the following details: - the batch number, batch date of issue and delivery note number and the date of delivery.

2 Services, equipment, materials and other things supplied by the *Purchaser*

2.1 Services and equipment

The Purchaser will provide storage facilities of the materials in accordance to regulations. The Supplier is responsible for transporting and delivery of the waters to specified storage facilities at the Jane Furse Hospital and Buffelshoek village.

2.2 Arrangements for delivery receipt and off-loading

The Supplier will be responsible to offload all materials as directed by the Operations and Maintenance Manager who will receive the goods.

3 Programme and planning

The delivery programme must be approved by Sekhukhune District Municipality.

PART 4: SPECIFICATIONS

TENDERER MUST TAKE COGNISANCE OF THE FOLLOWING:

1. That the commencement date of the tender is from the day that the appointment letter is signed.
2. All materials offered in terms of this Tender shall comply with the latest relevant Codes of (SANS 241) South African National Standards specifications.
3. The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.