

# SIYATHEMBA LOCAL MUNICIPALITY



**TENDER NUMBER: SLM 28/2023**

**CLOSING DATE: 12 DECEMBER 2023 AT 12:00**

<b>NAME OF TENDERER</b>	
<b>TENDER AMOUNT</b>	

## SIYATHEMBA LOCAL MUNICIPALITY

- P o box 16 Prieska 8940
- Victoria Street Prieska 8940
- Tel – 0534923396

**TENDER NUMBER: SLM 28/2023- SUPPLY AND DELIVERY OF WATER AND WASTEWATER  
PURIFICATION CHEMICALS FOR PRIESKA, MARYDALE AND NIEKERKSHOOP FOR A PERIOD OF A  
THREE YEAR CONTRACT**

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SIYATHEMBA LOCAL MUNICIPALITY

**TENDER NUMBER: SLM 28/2023**

SUPPLY AND DELIVERY OF WATER & WASTEWATER PURIFICATION CHEMICALS FOR PRIESKA, MARYDALE AND  
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## **TENDER NOTICE AND INVITATION TO TENDER**

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**TENDER NUMBER: SLM 28/2023- SUPPLY AND DELIVERY OF WATER AND WASTEWATER PURIFICATION CHEMICALS FOR PRIESKA, MARYDALE AND NIEKERKSHOOP FOR A PERIOD OF A THREE YEAR CONTRACT**

## **TENDER NOTICE AND INVITATION TO TENDER**

**TENDER NUMBER: SLM 28/2023 – SUPPLY AND DELIVERY OF WATER & WASTEWATER PURIFICATION CHEMICALS FOR PRIESKA, MARYDALE & NIEKERKSHOOP FOR A THREE-YEAR CONTRACT**

**CLOSING DATE: 12 DECEMBER 2023 AT 12H00**

Siyathemba Local Municipality invites Suppliers of Water purification chemicals to submit tenders for the Supply & Delivery of Water & Wastewater Purification Chemicals for Prieska, Marydale and Niekerkshoop a period of three years.

Tenders must be submitted on the original documents and remain valid for (90) days after the closing date of the tender.

A set of tender documents can be obtained from the municipality's website [www.siyathemba.gov.za](http://www.siyathemba.gov.za) also on etender portal.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the offices of Siyathemba Local Municipality by not later than 12h00 on the 08 December 2023** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Revised Preferential Procurement Policy Framework Act 5 of 2022.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

It is expected of all Bidders to be registered on the Central Supplier Database (CSD). Unregistered bidders will be disqualified immediately.

Enquiries pertaining to the specifications can be addressed to the Senior Supervisor for Water &

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The following conditions will apply:

- Prices quoted must be inclusive of VAT
- Bids will be evaluated in accordance with Method 2: Financial offer and preference, qualifying tender offers will be evaluated according to the 80/20 point system, where the financial offer will account for 80 points and preferences for 20 points. All the returnable forms must be completed and submitted with the bid. **Bidders are required to, together with their bids, submit a valid B-BBEE Status Level Verification Certificate or certified copies and or an original Sworn Affidavit thereof to substantiate their B-BBEE rating claims**
- Bids that are late or incomplete will not be considered, whilst the lowest or only bid will not necessarily be accepted. Bids per fax or e-mail will also not be considered.
- **An original tax clearance certificate, and/or the document issued by SARS indicating the tax clearance PIN**
- Bids must be accompanied with documentation to verify competency
- The 80/20 preferential points system will be applied to evaluate this tender. **No B-BBEE points would be allocated if a certified copy of the B-BBEE certificate or an original Sworn Affidavit is not attached to the bid document.**
- Certified copies of originals of company registration documents and ID documents for all directors
- Bidders are expected to submit a Rates and Taxes Account of the company and its directors not older than 90 days from the closing date of this tender. Bidders and directors that are renting premises and are not responsible for the Rates and Taxes Account, should submit a copy of the rental agreement indicating such. Bidders and directors with a Rates and Taxes accounts that have outstanding balances older than 90 days, will be disqualified. Failure to submit a rates and taxes account will lead to automatic disqualification.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

**Mrs K Gaborone  
ACTING MUNICIPAL MANAGER**

**Siyathemba Local Municipality  
P o box 16  
Prieska  
8940**

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## **GENERAL CONDITIONS OF TENDER**

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## **GENERAL CONDITIONS OF TENDER**

### **TABLE OF CLAUSES**

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

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- 1.12 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.15 "Order" means an official written order issued for the supply of good.
- 1.16 "Project site," where applicable, means the place indicated in bidding documents.
- 1.17 "Purchaser" means the organization purchasing the goods.
- 1.18 "Republic" means the Republic of South Africa.
- 1.19 "SCC" means the Special Conditions of Contract.
- 1.20 "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.
- 1.21 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

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

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- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non- refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Patent rights**
- 5.1 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. Performance Security**
- 6.1 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.
- 6.2 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.
- 6.3 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
- 6.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 7. Inspections, tests and analyses**
- 7.1 All pre-bidding testing will be for the account of the bidder.
- 7.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for

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inspection by a representative of the Department or an organization acting on behalf of the Department.

- 7.3 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.
- 7.4 If the inspections, tests and analyses referred to in clauses 7.2 and 7.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5 Where the supplies or services referred to in clauses 7.2 and 7.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 7.6 Supplies and services which are referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

**8. Packing**

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

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|---|---|
| <b>9. Delivery and documents</b>                | <p>9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>9.2 Documents to be submitted by the supplier are specified in SCC.</p>  |
| <b>10. Transportation</b>                       | <p>10.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>   |
| <b>11. Payment</b>                              | <p>11.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>11.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>11.3 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.</p> <p>11.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>  |
| <b>12. Prices</b>                               | <p>12.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>  |
| <b>13. Contract Amendments</b>                  | <p>13.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| <b>14. Assignment</b>                           | <p>14.1 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.</p>   |
| <b>15. Delays in the supplier's performance</b> | <p>15.1 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.</p> <p>15.2 If at any time during performance of the contract, the supplier 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</p> |

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performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

**16. Penalties**

16.1 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.

**17. Termination  
for default**

17.1 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.
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17.2 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.

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17.3 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.

17.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

17.6 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.

17.7 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.

**18. Termination  
For  
insolvency**

18.1 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

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

**19. Settlement of Disputes**

- 19.1 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.
- 19.2 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.
- 19.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 19.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 19.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**20. Governing Language**

- 20.1 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.



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## **SPECIAL CONDITIONS OF TENDER**

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**SPECIAL CONDITIONS OF TENDER**

1. For definition purposes, when referred to “purchaser” – Siyathemba Local Municipality are meant.
2. Broad Based Black Economic Empowerment (B-BBEE) information must be filled in and the points claimed.
3. The use of correction fluid or correction tape will invalidate your bid.
4. Siyathemba Local Municipality reserves the right not to award the tender or accept the lowest tender or any tender.
5. Siyathemba Local Municipality reserves the right to award the entire scope of works as per Bill of Quantities to one supplier or to divide the scope of works in two sub contracts as per Bill of Quantities with different suppliers for each contract. Delivery schedules on pages must be fully completed.
6. Bidders will be disqualified if failed not to bid on all items.
7. Every bidder must make sure of the extent of work for the specific bid.
8. A valid and original tax clearance certificate (for tender) must be attached. .
9. All bids must be accompanied by certified copies of your most recent entity registration certificate.
10. In the event of discrepancies on the Bill of Quantities, can be directed to [jakobbasson@yahoo.com](mailto:jakobbasson@yahoo.com)
11. Siyathemba Local Municipality must be contacted prior to delivery. The contact details of the relevant person will be provided to the preferred supplier.
12. All materials delivered must be verified on site in liaison with Siyathemba Local Municipality personnel and delivery notes needs to be signed. No payment will be made without the necessary documents.
13. All delivery vehicles must meet Siyathemba Local Municipality personnel in Prieska to ensure that all deliveries are made at the correct locations.
14. Tender prices must be fixed and firm for ninety (90) days and must include 15% VAT.
15. A valid original tax invoice must be submitted for payment.
16. Thirty (30) days payment period from date of invoice.
17. Batch reports must be provided by the supplier.
18. Bidders must be SABS registered.
19. Bidders must provide manufacturer’s SANAS Accreditation Certificate.

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**FORM OF OFFER AND ACCEPTANCE**

**To :     The Acting Municipal Manager  
          Siyathemba Local Municipality  
          PO BOX 16  
          PRIESKA  
          8940**

Madam,

In response to the official notice calling for the supply and delivery of the services listed I/We, the undersigned, carrying on a business under the name of:

\_\_\_\_\_

Address: \_\_\_\_\_

Tel nr.: \_\_\_\_\_

do hereby tender to supply the services in accordance with the General Conditions of Tender and the Terms of Reference attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Client's letter of acceptance of my/our Tender. Tender prices are included in the Summary of Activity Schedule as attached.

The undersigned agrees that in terms of these documents this tender shall remain open for acceptance for a period of (ninety) days from the date on which Tenders are returnable and that notification of acceptance by the Chief Executive Officer shall constitute a binding contract with effect from the date of such notification.

**Tender price (all taxes included)**

**R** \_\_\_\_\_

**Amount in words**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021

Signed by, or on behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

\_\_\_\_\_  
**CAPACITY OF SIGNATORY**



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## **RETURNABLES**

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## RETURNABLE DOCUMENTS

The following documents are to be duly **completed and returned** to constitute the bid. This information is essential to evaluate the bid. Any omitted form/item of the required document will lead to disqualification of the bid.

	CHECKLIST	DESCRIPTION
1.		Form of Offer and Acceptance
2.		Preference Points Claim Form
3.		<u>MBD Forms :</u> MBD 1, MBD 3.1, MBD 4, MBD 6.1, MBD 7.1, MBD 8 & MBD 9

# PART A - INVITATION TO BID

MBD 1

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

BID NUMBER: SLM 28/2023 CLOSING DATE: 08 DECEMBER 2023 CLOSING TIME: 12:00

DESCRIPTION: SUPPLY AND DELIVERY OF WATER & WASTEWATER PURIFICATION CHEMICALS

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

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

**MUNICIPAL OFFICES**

**VICTORIA STREET**

**PRIESKA**

**8940**

**SUPPLIER INFORMATION**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS TCS PIN: OR CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] ☐ Yes ☐ No B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF] ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3 ]

TOTAL NUMBER OF ITEMS OFFERED TOTAL BID PRICE R

SIGNATURE OF BIDDER DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:** **TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT FINANCE CONTACT PERSON Mr J Basson

CONTACT PERSON Mr D van der Westhuizen TELEPHONE NUMBER 053 492 3402

TELEPHONE NUMBER 053 492 3381 E-MAIL ADDRESS jakobbasson@yahoo.com

E-MAIL ADDRESS david@siyathemba.gov.za

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- |   |  |                          |
|---|--|--------------------------|
| - | Required by:                                     | .....                    |
| - | At:  | .....                    |
|   |  | .....                    |
| - | Brand and Model                                  | .....                    |
| - | Country of Origin                                | .....                    |
|   |  | .....                    |
| - | Does the offer comply with the specification(s)? | *YES/NO                  |
| - | If not to specification, indicate deviation(s)   | .....                    |
| - | Period required for delivery                     | .....                    |
|   |  | *Delivery: Firm/Not firm |
| - | Delivery basis                                   | .....                    |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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. ....

.....

<sup>1</sup> MSCM 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.

<sup>2</sup> 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.

.....

.....

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**

3.10.2 If yes, furnish particulars

.....  
.....

3.11 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If yes, furnish particulars.

.....  
.....

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

**YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 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**

3.13.1 If yes, furnish particulars:

.....  
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number	Personal Income Tax Reference number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to

provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREVIOUSLY DISADVANTAGED	10	
LOCALITY	6	
YOUTH REPRESENTATION	4	

# 1. **PREVIOUSLY DISADVANTAGED**

B-BBEE status level of contributor	Number of points 80/20 Preference point system
Maximum points available	10
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non- compliant contributor	0



## 2. LOCALITY

Locality	80/20 preferential points system
Maximum points available	6
Within the Siyathemba local municipal boundary	6
Within boundary of the Northern Cape province	3

## 3. YOUTH REPRESENTATION

	80/20 preferential points system
Maximum points available	4
Has a shareholder(s) who meets definition of youth	4

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to

make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number ..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

---

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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**SCOPE OF WORK**

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# SCOPE OF WORK

## 1.1 Employer's objectives

The Employer's objective is to ensure compliance with the Water Act No.36 of 1998. Specifically, potable and waste water treatment required under this tender, to improve compliance on the Municipality's Blue Drop System and Green Drop System

## 1.2 Scope of Works

This tender bid document addresses the supply of purification chemicals for potable and waste water in the threetowns, Prieska, Marydale and Niekerkshoop. These chemicals are required for the purification of the raw water from the Orange River which is the source of potable water for Prieska; borehole water for Marydale and Niekerkshoop which is the potable water source for both towns.

## 1.3 Description of the services required

### 1.3.1 Legal Requirements

All equipment, activities and/or installations shall meet the requirements of the South African Occupational Health and Safety Act (Act No 85 of 1993).

### 1.3.2 Applicable SANS specifications and other guidelines

#### Water & Wastewater

- SANS 241: 2015
- WHO Guidelines
- Government Gazette No. 9225 18 May 1984: Regulation No. 991: Requirements for the purification of waste water or effluent.

## 1.4

- The supply and delivery of water and wastewater purification chemicals in Prieska. Tendered rates should include transportation of the chemicals.

## 1.5

The performance of the chemicals should contribute to high water quality standards in terms of the aesthetic, physical, chemical and microbiological aspects that will not result in the consumers getting sick.

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# PRICING DATA

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## **PRICING INSTRUCTIONS**

### **1 GENERAL**

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

### **2 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Pricing Schedule are estimates only, and subject to re-measuring. The Contractor shall obtain the Engineer's detailed instructions for all materials before ordering any materials or making arrangements for it.

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

### **3 PROVISIONAL SUMS**

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Pricing Schedule and in the Summary of the Pricing Schedule unless ordered or authorized in writing by the Purchaser before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Pricing Schedule, or to the provisional percentages and sums in the Summary of the Pricing Schedule, will not be tolerated.

### **4 PRICING OF THE PRICING SCHEDULE**

The prices and rates to be inserted by the Tenderer in the Pricing Schedule shall be the full inclusive prices to be paid by the Purchaser for the items described, and shall include full compensation for all costs and expenses as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

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

All rates and amounts quoted in the Pricing Schedule shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Pricing Schedule.

It will be assumed that prices included in the Pricing Schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stats.org.za](http://www.stats.org.za) or [www.iso.org](http://www.iso.org) for information on standards)

## **5 CORRECTION OF ENTRIES**

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

## **6 UNITS OF MEASUREMENT**

The units of measurement described in the Pricing Schedule are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Pricing Schedule are as follows:

No.	=	number
%	=	percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov. sum	=	Provisional sum

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**BILL OF QUANTITIES**

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**TENDER:**

SUPPLY AND DELIVERY OF WATER & WASTEWATER PURIFICATION CHEMICALS FOR PRIESKA, MARYDALE & NIEKERKSHOOP FOR A THREE-YEAR CONTRACT

**BILL OF QUANTITIES: CHEMICALS**

REF. NO.	ITEM NR.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
		<i>ALL TENDERED RATES SHALL INCLUDE TRANSPORTING, OFF-LOADING AND SAFELY STACKING OF THE CHEMICALS AT THE PURIFICATION PLANT</i>				
	1	Chlorine Gas Bottles	27kg	N/A		R/O
	2	Flocculent (AF2080)	kg	N/A		R/O
	3	Hypo Chlorine	Lit	N/A		R/O
	4	HTH Chips	25kg	N/A		R/O
	5	GES-VIPSAN-G	each	N/A		R/O
	6	Penalty on rental of chlorine bottles	each	N/A		R/O

**Bill of Quantities: Summary**