



NEWCASTLE MUNICIPALITY

TECHNICAL SERVICES – WATER SERVICES UNIT

TENDER NUMBER A034-2025/26

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS, PUMPSTATIONS AND BOREHOLES MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 36 MONTHS

**MINIMUM CIDB GRADING 3 ME or higher.
TENDER CLOSING DATE: 19 June 2026**

**ISSUED & PREPARED BY:
Newcastle Municipality
Private Bag X6621
Newcastle, 2940**

Contact Persons:
Ms. N.T Ndlovu
Tel: 034 328 7968
e-mail: nqobile.ndlovu@newcastle.gov.za

Mr. X Sithole
Tel: 034 328 7968
e-mail: xolani.sithole@newcastle.gov.za

Name of Tenderer _____

Address _____

Phone No _____

Fax No: _____

Cellular No: _____

E-mail Address: _____

Contact Person: _____

CSD NUMBER _____

Sealed tender document must be deposited in the Tender Box provided in the 1st Floor, Newcastle Municipality Civic Centre, 37 Murchison Street, Newcastle by not later than 12:00hrs on 19 June 2026 when they will be opened in public. Please be advised that the name, address and contact details of the tenderer should be written at the back of the envelope.

**NEWCASTLE MUNICIPALITY
TENDER NIMBER A034 – 2025`26**

GENERAL TENDER INFORMATION

TENDER ADVERTISED : 14 May 2026

ESTIMATED CIDB CONTRACTOR GRADING : 3ME or Higher

CLARIFICATION MEETING : Not applicable

VENUE FOR CLARIFICATION MEETING : N/A

CLOSING DATE : Friday, 19 June 2026

CLOSING TIME : 12H00

CLOSING VENUE : Tender Box, located at Newcastle Municipality Offices, 37 Murchison Street, 1st Floor, Newcastle

	INDICATE WITH AN „X“								
Are you/is the firm a registered VAT Vendor	YES					NO			
If “YES”, please provide VAT number									

Escalation of Offer Prices in percentage

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months %

Expected escalation of prices after 24 months %

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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PART A -

INVITATION TO EXPRESS AN INTEREST TO BE LISTED ON A PANEL AND PRE-QUALIFICATION BIDDING CONDITIONS



1. TENDER NOTICE AND INVITATION TO TENDER

NEWCASTLE MUNICIPALITY

In terms of section 110 of the Municipal Finance Management Act, 2003 (no. 56 of 2003), tenders are hereby invited for panel of contractors for the repairs and maintenance of wastewater treatment plants and pumpstations mechanical equipment on an as and when required basis for a period of 3 years

It is estimated that contractors must have a CIDB contractor grading designation of **3ME or higher**.

A compulsory clarification meeting is not applicable in this panel for Contractors. All questions and queries will be handled through email to nqobile.ndlovu@newcastle.gov.za/xolani.sithole@newcastle.gov.za All prospective tenders are encouraged to register their emails under this email to receive all tender related queries and answers.

Bid documents are obtainable from 14 May **2026**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00. Alternatively, the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).**

Banking Details - The Newcastle Municipality, ABSA – Account No: 4110354947, Br Code 632005 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Ms Dalene Marais
Procurement enquiries: Mr Sabelo Vilakazi

Telephone no.: 034 328 7769
Telephone no.: 034 328 7818

AND

Technical enquiries: Ms N.T Ndlovu
Technical enquiries: Mr. X Sithole

Telephone no.: 034 328 7968
Telephone no.: 034 328 7798

Multiple service providers would be appointed to a panel agreement, therefore below indicated preferential scoring system will only be apply when sourcing quotations on rotational basis from the existing panel of qualifying professional service providers and thereon the acceptable/successful bidder will be required to execute the contract.

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives. The bids will be valid for a period of one hundred and eighty (180) days from bid closing date. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Bid no.: A034 - 2025/26 Panel of Contractors for the Repairs and Maintenance of Wastewater Treatment Plants and Pumpstations Mechanical Equipment “on an as and when required basis” for a period of 3 years”** bearing the name and address of the bidder at the back of the

envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Friday, 19 June 2026** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Functional Evaluation

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference.

Minimum functional requirements: Services providers or Contractors that submitted acceptable bids and that scored at least the minimum of **70%** or more on functionality will qualify to serve on the Panel in that category and whereas those who score less than 70% will be regarded as submitting non-responsive bid and will be disqualified. Being enlisted on the panel doesn't guarantee contractors any job opportunities.

Price is not a consideration for the purpose of being accredited to serve on the panel. However, the price will be considered in the evaluation of bids for specific event. The Quotation stage will be subject to an 80/20 Preference Point System; normally where 80 is for the price and 20 for HDI of Contribution and these quotations will only be sourced from the panel of existing service providers. (Please refer to MBD 6.1)

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

**Mr. Z.W Mcineka
Municipal Manager
Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940**

Tender no.: A034 - 202526

Technical Services - Water Services

Panel of contractors for the Repairs and Maintenance of wastewater Treatment Plants, Pumpstations and Boreholes
Mechanical Equipment**MBD 1: INVITATION TO BID****PART A****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY**

Bid Number	A034 – 2025/26	Closing Date	19 June 2026	Closing Time	12h00
Description	Panel of Contractors for the Repairs and Maintenance of Wastewater Treatment Plants and Pumpstations Mechanical Equipment "on an as and when required basis"				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID
BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellophane Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
Preferential points (80/20) or (90/10)	Price = 80 / 90		Preferent points = 20 / 10		Total = 100

Specific Contract Participation Goals	20	10	Tick for claim
Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI)	8	4	
Women / female (HDI)	4	1	
People with disability (HDI)	2	1	
Youth (HDI)	2	2	
Locality (within Amajuba district)	4	2	
TOTAL HDI SCORE	20	10	

POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT.

Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
Total Number of Items Offered	Not Applicable this phase: pre – qualification stage	Total Bid Price:	Not Applicable this phase: pre – qualification stage

IN LINE WITH SECTION 8 (CERTIFICATE OF AUTHORITY) OF THE BID DOCUMENT. THE DULY AUTHORISE MEMBER(S) OF THE BIDDING ENTITY MUST APPEND HIS/HER/THEIR SIGNATURE ON THE BELOW AS A CONFIRMATION OF INTEREST (TO BE LISTED ON THE PANEL).
N.B.: FAILURE TO SIGN THIS DOCUMENT WILL RENDER YOUR BID NON - RESPONSIVE

Signature of Bidder	Date:
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Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Tender no.: A034 - 202526

Technical Services - Water Services

Panel of contractors for the Repairs and Maintenance of wastewater Treatment Plants, Pumpstations and Boreholes
Mechanical Equipment

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr S Vilakazi or Ms Dalene Marais	Ms. N.T. Ndlovu or Mr. X. Sithole
Telephone number	034 328 7818 or 7769	034 328 7968 or 7768
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Nqobile.Ndlovu@newcastle.gov.za
	Dalene.Marais@newcastle.gov.za	Xolani.Sithole@newcastle.gov.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? Yes No
- 3.2. Does the entity have a branch in the RSA? Yes No
- 3.3. Does the entity have a permanent establishment in the RSA? Yes No
- 3.4. Does the entity have any source of income in the RSA? Yes No
- 3.5. Is the entity liable in the RSA for any form of taxation? Yes No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

2. GENERAL BIDDING CONDITIONS

1. General conditions of Contract

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

2. Pricing

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
- 2.4.2. In which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

2.5 Bidders must complete and sign the MBD 1 (in full) on page 07 above, to validate your offer which will be subject to validity period of 180 days and failure to comply as requested, will render your bid non-responsive.

3. Forward Exchange Rate Cover

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. Submission of Bids

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1st Floor, Newcastle.

- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

5. Opening, Recording and Publications of Bids Received

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. Validity Period

Bids shall remain valid for **one hundred and eighty (180) days** after the tender closure date.

7. Incorrect Information

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

8. Withdrawal of Bid during and After the SCM Process:

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.

8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

All invoices must be forwarded to the following address:

Newcastle Municipality
Private Bag x6621, Newcastle, 2940

9.1. Legal requirements for invoices

9.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

9.1.1.1. Ordinary invoice (not VAT Registered)

- a) The word „**INVOICE**“ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

9.1.1.2. VAT/Tax invoice (VAT registered)

- a) Word „**TAX INVOICE**“ in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

10. Payment Terms

10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.

10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

11. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

12. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

13. Disbursements, Travel and Subsistence

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.
- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

14. Joint Venture Agreement or Consortiums

Tenderers intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid:-

- 1) A valid Tax Compliance Status verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of :-
 - a) The Declaration of Interest Form,
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
 - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and clearly stating the percentage [%] split of business and the associated responsibilities of each party.

If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Newcastle Municipality through this bid process.

This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Newcastle Municipality.

- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

(A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.)

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

16. Tax Compliance Pin

- 16.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 16.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

17. Bid offers may only be accepted if:

- 17.1 The **MBD 1 Form** is completed and signed;
- 17.2 The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed;
- 17.3 The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
- 17.4 The bidder has not:
- a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
- 17.5 The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- 17.6 The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender.
- 17.7 A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
- 17.8 Prospective bidder comply with the requirements of the bid and technical specifications.
- 17.9 The bidder scores a minimum of **70%** in respect of evaluation Functionality criteria;
- 17.10 All returnable schedules are to be completed and all relevant certificates attached where indicated.

3. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

- a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
- b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
- c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
- d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
- e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):

.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.

4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid?* YES NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms? *YES NO

*Delete whichever is not applicable

8. **CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

8.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

8.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

8.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

BIDDER`S NAME : _____

BIDDER`S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. **Name** : _____ **Signature** : _____

Date : _____

2. **Name** : _____ **Signature** : _____

Date : _____

NEWCASTLE MUNICIPALITY**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT****RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **MBD 1 Form** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.

5. GUARANTEE

Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**

7. A signed copy of these conditions and specifications must accompany the bid.
8. Bids received after 12:00 on the closing date of this bid will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
10. Council reserves the right to accept all or a portion only of any tender.
11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
13. Bids must be submitted in sealed envelopes.
14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
15. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
17. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
19. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.
20. **Two envelope system will not be applicable on this project.**
21. Payment of Municipal Services
Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of

more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

22. Invitation to Bid

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

23. Acceptance of Bids

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

24. Bid Documents

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
 - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
 - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
 - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

25. Deposits

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.

- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

26. Late Bids

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
 - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
 - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

27. Communication Prohibited

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

28. Council not Obligated to Accept any Bid

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid. Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

29. Deviation from Contract

Council reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

30. Alternatives

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

31. CONTRACT DURATION

The panel term will be valid for a period of 36 months from the date of appointment.

32. Post Award Product Compliance Procedures

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
 - Financial Implications & Price Variances
 - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

33. Demonstrations and Inspections

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

34. Price Adjustment

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids. (Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

35. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.
36. All prospective bidders shall have to treat all available data provided by the Newcastle Municipality as strictly confidential and the copyrights of any document produced during the course of consultancy service must be vested with the Newcastle Municipality.
All copyrights and intellectual property rights that may result as consequences of the work to be performed will be become the property of the Council.

NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE MAY LEAD TO THE REJECTION OF THE BID

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above. The Ward Councillor – Residential Confirmation Letters will be accepted for rural or farming areas within the jurisdiction of Newcastle Municipality.
- **TAX COMPLIANCE STATUS**
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER

ADDRESS

TELEPHONE NUMBER

NAME OF THE OFFICIAL

POSITION

SIGNATURE

DATE

WITNESSES

NAME

NAME

SIGNATURE

SIGNATURE

ID NUMBER

ID NUMBER



PART B -

SCOPE OF WORKS AND PRICING SCHEDULE

Part C4: Scope of Work

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN "AS AND WHEN REQUIRED BASIS"

C4.1: DESCRIPTION OF THE WORKS

C4.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are:

To create a panel of capable mechanical services Contractors which will provide mechanical repairs and maintenance services to Newcastle Municipal wastewater treatment works, sewer and water pump stations reticulation system and boreholes on an as and when required basis for a duration of thirty-six (36) months.

C4.1.2 SCOPE OF THE WORK TO BE DONE

The services to be provided shall be deemed to include preventative maintenance and emergency repairs on an as and when required basis. The Contractor will have capacity and facilities to handle all the equipment listed in the Bill of Quantities.

The Scope of Work will include the repairs and maintenance of mechanical works/installation on an as and when required basis, at the following Newcastle Municipality Water Services Infrastructure:

Water	Water Reticulation System
	Charlestown Package Plant
	Hill drop Pump Station
	Milky way Pump Station
	Showground Pump Station
	Uranus Pump Station
	Newcastle Municipality Boreholes

Wastewater Treatment Works	Kilbarchan Wastewater Treatment Works
	Madadeni Wastewater Treatment Works
	Newcastle Wastewater Treatment Works
	Osizweni Wastewater Treatment Works

Sewer	Sewer Reticulation System
	Ingagane old Pump Station
	Ingagane village Pump Station
	KwaMathukuza No.1 Pump Station
	KwaMathukuza No. 2 Pump Station
	Ayliff Pump Station
	Glabia Pump Station
	Mont Pellaan Pump Station
	Ncandu Pump Station
	Parksville Pump Station
	Newcastle Pump Station
	Tweefontein Pump Station
	Voortrekker Pump Station
	Newcastle No.1 Pump Station
	Newcastle No.2 Pump Station
	Siyahlala No.1 Pump Station
	Siyahlala No.2 Pump Station
	Madadeni No. 1 Pump Station
	Madadeni No. 2 Pump Station
	Ikhwezi Pump Station
	Madadeni K1 Pump Station
	Madadeni K2 Pump Station
	Madadeni K4 Pump Station
	Madadeni P Pump Station
	Madadei R Pump Station
	Theku Plaza Pump Station
Osizweni E Pump Station	
Osizweni F Pump Station	

C4.1.3 LOCALITY OF THE WORKS

The site of works are located within the Newcastle municipal area as indicated in the attached layout

C4.1.4 MATERIALS AND SPARES

Should the Contract use any material and/or spares, will be charged on a cost plus and Tax invoice for material used must be attached on the claim.

C4.1.5 TRANSFER OF SKILLS

The potential service provider will be expected to transfer skills or provide training on operations upon entering onto a formal contract with the successful service provider, on certain plants or equipment including maintenance works. Furthermore, if parties agree on special works like unplanned maintenance services or emergency breakdown services, then all these crucial services be contract obligations and sharing of knowledge and expertise be encourage on both parties.

5. Pre – qualification Procedure

The pre-qualification procedure shall be conducted through five (5) stages as follows: -

- Stage 1: Administrative compliance
- Stage 2: Business Operations
- Stage 3: Functionality Score Sheet
- Stage 4: Price and preference scoring
- Stage 5: Objective criteria

Stage 1: Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether, the bidder's bid complies with the set minimum requirements on bid administration, that is:

- Water and lights account in the name of tendering entity;
- Tax Status – Tax Compliant Pin Letter issued by South African Revenue Services (SARS);
- Central Supplier Database registration – National Treasury vendor registration system;
- Verification if not listed under tender defaulters (MBD 8 – Bidders Past SCM Practice).
- Signing of MBD 1
- Declaration of interest – MBD 4 (duly completed in full)
- Preference Point Claim form – MBD 6.1 (not applicable at this Stage)
- Third party verification with regards to professional body affiliation;
- Full completion of the bid document and using the checklist as a completeness Verification

Stage 2: Location of Business Operations

The bidder must indicate the location of business operations on the below table

Areas	Please Tick the relevant area
1. Within Amajuba District	
2. Within KwaZulu – Natal	
3. Within South Africa	
Please state the Province	
Portfolio of Evidence Municipal Water and Lights/Utility bill account in the name of tendering entity <p style="text-align: center;">Or</p>	

Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above. The Ward Councillor – Residential Confirmation Letters will be accepted for rural or farming areas within the jurisdiction of Newcastle Municipality.	
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The above seeks to advance the local economic development and assures the early delivery of goods after receiving a municipal order/intention to award.

Stage 3: Functionality / Evaluation criteria

Only contractors that have achieved 70% will be further evaluated for the next stage.

Tenderers are to submit information in respect of the following criteria upon which they will be scored for Quality. Failure to submit the relevant information will result in zero scores.

Tenderers are required to meet a minimum Quality Score of **70%** based on the criteria listed below. A score of less than 70% for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below.

WATER RETICULATION AND BULK INFRASTRUCTURE

Evaluation Criteria	Maximum Points
1. Experience of Tenderer and Completed Projects	50
2. Key personnel Qualifications and Experience	50
Total Evaluation Points	100

DETAILED BREAKDOWN OF QUALITY POINTS

Details	Total Max Points	Item Max Points
Criteria 1: Experience of Tenderer and Completed Projects		50
1.1 Tenderer's experience		
<p>This sub-criterion covers the experience of the company for the maintenance of water services infrastructure including water reticulation, sewer reticulation, pump stations, water and wastewater treatment works .</p> <p>The company experience must be projects from any Government entity that has been completed in the past 7 years.</p> <p>Tenderers must attach Letter of Appointment / Purchase Order together with a Completion Certificate for each completed project with a minimum value of R 500 000.00 (per project) in order to qualify for points for experience.</p> <p>Documents mentioned above must be submitted, failing to do so will result to zero scoring (i.e.)</p>		

Details	Total Max Points	Item Max Points
<ul style="list-style-type: none"> - Letters of Appointment / Purchase Orders - Completion Certificates 		
1.1.1 Has completed 5 or more water services infrastructure maintenance projects	50	
1.1.2 Has completed 4 water services infrastructure maintenance projects	40	
1.1.3 Has completed 3 water services infrastructure maintenance projects	30	
1.1.4 Has completed 2 water services infrastructure maintenance projects	20	
1.1.5 Has completed 1 water services infrastructure maintenance projects	10	
1.1.6 Has completed 0 water services infrastructure maintenance projects	0	
<p>Potential Contractors must attach the following as Portfolio of Evidence:</p> <p>(i) Letter of appointment or Purchase Order And</p> <p>(ii) Completion certificate for each completed project to qualify for points</p> <p><i>The above documents must bear clients letter head with the client's company's stamp and must include the contract period, the type of deeds search services rendered, contact person and contact number, contract value.</i></p> <p>The documents mentioned above (i.e. Letters of appointment/ Purchase order together with Completion certificate) must be submitted, failing to do so will result to zero scoring</p>		
Criteria 2: Key Personnel Qualification and Experience		50
<p>The CV and certified copies of Academic Qualifications of the key personnel must be submitted. The Contractor must ensure that the minimum qualification and experience level of the actual appointed key personnel is as per the submitted CV.</p> <p>Failure to submit the required certified copies of Academic Qualifications for the below mentioned Key Personnel will result to zero scoring</p>		
<p>2.1 Mechanical Technician</p> <p>This sub-criterion covers qualification and experience of the proposed Mechanical Technician. Five (5) years' experience as a Mechanical Technician in water services infrastructure maintenance projects as well as minimum National Diploma in Mechanical Engineering.</p>		20
2.1.1 National Diploma in Mechanical Engineering (Certified copies of Academic Qualifications attached)	10	
2.1.2 If MT has Qualification and 5 years' experience and has completed similar projects.	10	
2.1.3 If MT has Qualification and 4 years' experience and has completed similar projects.	8	

Details	Total Max Points	Item Max Points
2.1.4 If MT has Qualification and 3 years' experience and has completed similar projects.	6	
2.1.5 If MT has Qualification and 2 years' experience and has completed similar projects.	4	
2.1.6 If MT has Qualification and 1 year experience and has completed similar projects.	2	
2.1.7 If MT has 0 years' experience and has NOT completed similar projects.	0	
2.2 Electrical Technician This sub-criterion covers qualification and experience of the proposed Electrical Technician. Five (5) years' experience as an Electrical Technician in water services infrastructure maintenance projects as well as minimum National Diploma in Electrical Engineering.		20
2.2.1 National Diploma in Electrical Engineering (Certified copies of Academic Qualifications attached)	10	
2.2.2 If ET has Qualification and 5 years' experience and has completed similar projects.	10	
2.2.3 If ET has Qualification and 4 years' experience and has completed similar projects.	8	
2.2.4 If ET has Qualification and 3 years' experience and has completed similar projects.	6	
2.2.5 If ET has Qualification and 2 years' experience and has completed similar projects.	4	
2.2.6 If ET has Qualification and 1 year experience and has completed similar projects.	2	
2.2.7 If ET has 0 years' experience and has NOT completed similar projects.	0	
2.3 Millwright/ Fitter This sub-criterion covers qualification and experience of the proposed Millwright/Fitter Technician. Five (5) years' experience as a Millwright/Fitter in water services infrastructure maintenance projects as well as minimum Trade Certificate.		10
2.3.1 Minium Trade Certificate (Certified copies of Academic Qualifications attached)	5	
2.3.2 If M/F has Qualification and 5 years' experience and has completed similar projects.	5	
2.3.3 If M/F has Qualification and 4 years' experience and has completed similar projects.	4	
2.3.4 If M/F has Qualification and 3 years' experience and has completed similar projects.	3	
2.3.5 If M/F has Qualification and 2 years' experience and has completed similar projects.	2	
2.3.6 If M/F has Qualification and 1 year' experience and has completed similar projects.	1	

Details	Total Max Points	Item Max Points
2.3.7 If M/F has 0 years' experience and has NOT completed similar projects.	0	
TOTAL EVALUATION POINTS SCORE FOR QUALITY		100
TENDERERS WITH A SCORE OF LESS THAN 70% WILL BE REJECTED AS NON-RESPONSIVE		

Stage 4: Price and preference scoring

The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

(The price and the preferential point scoring system will apply during the request for quotation stage – limited to prequalified bidders)

Stage 5: Objective criteria

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidders pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

6. PRO-FORMA CONDITIONS OF CONTRACT

**PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT
PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN "AS AND WHEN REQUIRED
BASIS"**

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2.

ACKNOWLEDGEMENT BY THE MANDATORY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.

UNDERTAKING BY MANDATORY

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Newcastle Municipality is compulsory.

(e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand, the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas

lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.

INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18.

CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19.

INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

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JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale between attorney and own Employer and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

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Upon allocation of maintenance work by the successful tenderer, the Contractor will be required to issue a guarantee for the work completed for a **minimum period 120 days** at no additional cost to the client.

The Contractor shall ensure that accurate records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Client's Representative on a regular basis.

PART C7: PRICING DATA

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN "AS AND WHEN REQUIRED BASIS"

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C7.1: PRICING INSTRUCTIONS

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS”

C2.1.1

Please note, the Tenderer **must complete and sign the MBD 1 form on this bid document** and the submitted price schedule as indicated here below on this **document will not be used for financial consideration or evaluation in terms preferential point scoring system: 90/10 or 80/20 at this phase (pre – qualification stage).**

The submitted financial rates will be utilized for speculation purposes (to determine future financial outflows to be incurred on appointment or task allocation)

**PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER
TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND
WHEN REQUIRED BASIS”**

C7.2: SCHEDULES OF ACTIVITIES

- C2.2.1 LABOUR COSTS
- C2.2.2 TRANSPORT COSTS
- C2.2.3 STEEL WORK AND EQUIPMENT COSTS
- C2.2.4 MATERIAL COSTS
- C2.2.5 GENERAL COSTS

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS”

C7.2.1 LABOUR COSTS

- The following labour costs per appropriate skill is required (per hour, unless otherwise specified). All prices given must **exclude VAT**.
- Subsistence and Travelling (S&T) can be claimed at actual cost, proof to be submitted, plus 10%. VAT may not be added to S&T claim

LEVEL (Specify Level or Position)	NORMAL RATE	OVERTIME RATE (NORMAL)	OVERTIME RATE (Holidays & Sundays)	STANDBY RATE
Level 1-				
Level 2-				
Level 3-				
Level 4-				
Level 5-				
Level 6-				
Level 7-				
Level 8-				
Level 9-				
Level 10-				
Level 11-				
Level 12-				

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN "AS AND WHEN REQUIRED BASIS"**C7.2.2 TRANSPORT COSTS**

- Transport cost per kilometre are per The Department of Transport rates..
- The rates will be updated as the Department of Transport rates are adjusted, and it is the responsibility of the Contractor to obtain the updated rates from the Department of Transport.

The below schedule for the rates of vehicles not listed above must be supplied by the Tenderer.

NB: There is no provision for an additional rate for owing trailer.

OTHER VEHICLE TRANSPORT RATES		
Item	Description	Rand Per KM
1	Personnel carrier (PDP)	
2	5 - 8 Ton with crane	
3	9 - 14 Ton	
4	Live Line Truck	
5	Cherry Picker	
6	Rock Drill or Auger	
7	Compressor truck	
8	Low Bed (with crane)	
9	Low Bed (without crane)	
10	Truck 14-26 ton with crane	
11	Truck 14-26 ton without crane	
12	Tractor rock drill air compressor/Auger	
OTHER		
13	High Pressure Cleaning	Rate per hour

PANEL CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN "AS AND WHEN REQUIRED BASIS"

C7.2.3 STEEL WORK AND EQUIPMENT COSTS

- The following schedule is the representation of the currently installed steel work and equipment only. Should new equipment be installed during the period of this contract, Tenderers who will be considered successful and listed under this contract, separate schedule will be sent to them and added on this contract as Addendum.
- The rate is to include the cost of all staff required (cost/hour) plus all overheads where appropriate, the tools and equipment to be used and guarantee on workmanship.
- Each schedule must be completed in full.

Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
HANDRAILS					
1.1	Repairs to hot dip galvanized hand rails – all inclusive rate per meter				
1.2	Remove hand rails up to maximum height of 1.5m – rate per meter				
1.3	Replacement of 1m high handrails – all inclusive rate per meter				
STANDARD MANHOLE COVERS – POLYMER CONCRETE (SANS 1882:2003 APPROVED)					
2.1	Supply new 750mm diameter H/D class				
2.2	Install item 2.1 above				
2.3	Supply new 610mm diameter H/D class				
2.4	Install item 2.3 above				
2.5	Supply new 545mm diameter M/D class				
2.6	Install item 2.5 above				
2.7	Supply new 330mm x 410mm rectangular H/D class				
2.8	Install item 2.7 above				
2.9	Supply new 400mm x 570mm rectangular H/D class				
2.10	Install item 2.9 above				
2.11	Supply new 660mm x 660mm square M/D class				
2.12	Install item 2.11 above				
2.13	Supply new 670mm x 525mm rectangular M/D class				
2.14	Install item 2.13 above				
2.15	Supply new 670mm x 530mm rectangular M/D class				
2.16	Install item 2.15 above				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
2.17	Supply new 930mm x 630mm rectangular M/D class				
2.18	Install item 2.17 above				

2.19	Supply new 930mm x 930mm square M/D class				
2.20	Install item 2.19 above				
2.21	Supply new 450mm x 450mm square M/D class				
2.22	Install item 2.21 above				
FIBERGLASS GRATING – TYPE I: INDUSTRIAL GRADE CORROSION RESISTANCE AND FIRE HYDRANT					
3.1	Supply new fiberglass grating with moulded C-Clip Fasteners – rate per m ²				
3.2	Install item 3.1 above				
STEEL STAIRCASE – STANDARD 600M WIDE					
4.1	Repairs to standard steel staircase – rate per meter				
4.2	Supply new standard steel staircase – rate per meter				
4.3	Install item 4.2 above				
MANUAL SCREEN (TRASH RACKS, STAINLESS STEEL/ANODISED ALUMINIUM/GALVANIZED)					
5.1	Remove				
5.2	Clean				
5.3	Dismantle and inspect				
5.4	Compile and submit report with photos				
5.5	Repair – rate per m ²				
5.6	Corrosion protect				
5.7	Assemble				
5.8	Re-install, test and commission				
LIGHT INCLINED FRONT RAKED MECHANICAL SCREEN (MANUFACTOR: S.A.M.E, STAINLESS STEEL)					
At the SO200 Screw Press					
6.1	GEARBOX DRIVE (Flender, FAF DV100 M4)				
6.1.1	Remove				
6.1.2	Strip				
6.1.3	Clean				
6.1.4	Inspected				
6.1.5	Compile report with photos				
6.1.6	Re-assemble				
6.1.7	Lubricate with Shell Omala 220 or Omega 490 oil				
6.1.8	Re-install, test and commission				
6.2	MOTOR (2.2KW, 380V, 60MM)				
6.2.1	Remove				
6.2.2	Re-install, test and commission				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
6.3	INLET CHUTE (S.A.M.E., 200NB ST/ST304)				
6.3.1	Remove				
6.3.2	Clean				
6.3.3	Inspect and report with photos				
6.3.4	Replace rubber bearing				
6.3.5	Replace stainless steel bolts and nuts				
6.3.6	Re-install, test and commission				

6.4	OUTLET CHUTE (S.A.M.E., 200NB ST/ST304)				
6.4.1	Remove				
6.4.2	Clean				
6.4.3	Inspect and report with photos				
6.4.4	Replace rubber bearing				
6.4.5	Replace stainless steel bolts and nuts				
6.4.6	Re-install, test and commission				
6.5	BODY (S.A.M.E., 200NB ST/ST304)				
6.5.1	Remove				
6.5.2	Clean				
6.5.3	Inspect and report with photos				
6.5.4	Replace rubber bearing				
6.5.5	Reassemble				
6.5.6	Re-install, test and commission				
Grit Classifier					
7.1	GEARBOX DRIVE (Flender, FDAF 81 G80M4)				
7.1.1	Remove				
7.1.2	Strip				
7.1.3	Clean				
7.1.4	Inspected				
7.1.5	Compile report with photos				
7.1.6	Re-assemble				
7.1.7	Lubricate with Shell Omala 220 or Omega 690 oil or Tribol 800/460				
7.1.8	Re-install, test and commission				
7.2	MOTOR (0.55kW, 380V, 4Pole)				
7.2.1	Remove				
7.2.2	Re-install, test and commission				
7.3	INLET CHUTE (S.A.M.E., 200NB ST/ST304)				
7.3.1	Remove				
7.3.2	Clean				
7.3.3	Inspect and report with photos				
7.3.4	Replace rubber bearing				
7.3.5	Replace stainless steel bolts and nuts				
7.3.6	Re-install, test and commission				
7.4	BODY (S.A.M.E., GS-400/40 ST/ST304)				
7.4.1	Remove				
7.4.2	Clean				
7.4.3	Inspect and report with photos				
7.4.4	Replace rubber bearing				
7.4.5	Reassemble				
7.4.6	Re-install, test and commission				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
7.5	SPIRAL (S.A.M.E. 360 DIAMETER X 360 PITCH, STEEL ALLOY)				
7.5.1	Remove				
7.5.2	Clean				
7.5.3	Inspect and report with photos				
7.5.4	Replace rubber bearing				

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7.5.5	Reassemble				
7.5.6	Re-install, test and commission				
7.6	WEAR BARS (S.A.M.E., 40 X 10 REPLACEMENT BARS, 3CR12)				
7.6.1	Remove				
7.6.2	Clean				
7.6.3	Inspect and report with photos				
7.6.5	Reassemble				
7.6.6	Re-install, test and commission				
7.7	OUTLET SIZE (200NB, ST/ST 304)				
7.7.1	Remove				
7.7.2	Clean				
7.7.3	Inspect and report with photos				
7.7.4	Replace rubber bearing				
7.7.5	Reassemble				
7.7.6	Re-install, test and commission				
7.8	FINE SCREENS				
7.8.1	Remove chain tension				
7.8.2	Remove rakes				
7.8.3	Remove lower chain sprockets and				
7.8.4	Remove top bearing				
7.8.5	Remove motor				
7.8.6	Clean				
7.8.7	Inspect and report with photos				
7.8.8	Replace rubber bearing				
7.8.9	Reassemble				
7.8.10	Re-install, test and commission				
AERATION BASIN (REACTOR TANK)					
8.1	11.5 kW Aerators				
8.1.1	Remove aerator				
8.1.2	Clean and dismantle aerator				
8.1.3	Inspect and report				
8.1.4	Re-install, test and commission				
8.2	22 kW Aerator				
8.2.1	Remove aerator				
8.2.2	Clean and dismantle aerator				
8.2.3	Inspect and report				
8.2.4	Re-install, test and commission				
8.3	75 kW Aerator				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
8.3.1	Remove aerator				
8.3.2	Clean and dismantle				
8.3.3	Inspect and report				
8.3.4	Re-install, test and commission				
8.4	Aerator floats				
	Float for 11.5 kW Aerators				
8.4.1	Remove float				
8.4.2	Clean float				
8.4.3	Inspect and report				

8.4.4	Re-install, test and commission				
	Float for 22 kW Aerator				
8.4.5	Remove float				
8.4.6	Clean float				
8.4.7	Inspect and report				
8.4.8	Re-install, test and commission				
	Vain for 75 kW Aerator				
8.4.9	Remove aerator veins				
8.4.10	Clean				
8.4.11	Inspect and report				
8.4.12	Re-install, test and commission				
DIGESTER, ATTENUATION, RAW, HUMUS, RAS, WAS AND DISTRIBUTION SEWER PUMPSTATIONS					
9.1	ABS 400V submersible pump				
9.1.1	Remove pump				
9.1.2	Clean and dismantle pump				
9.1.3	Inspect and report				
9.1.4	Reassemble, re-install, test and				
9.2	Hydromatic 4kW submersible pump				
9.2.1	Remove pump				
9.2.2	Clean and dismantle pump				
9.2.3	Inspect and report				
9.2.4	Reassemble, re-install, test and				
9.3	Hydrostal submersible pump (1.5-3kW)				
9.3.1	Remove pump				
9.3.2	Clean and dismantle pump				
9.3.3	Inspect and report				
9.3.4	Reassemble, re-install, test and				
9.4	ABS 3.95kW submersible pump				
9.4.1	Remove pump				
9.4.2	Clean and dismantle pump				
9.4.3	Inspect and report				
9.4.4	Reassemble, re-install, test and commission				
9.5	ABS 13kW submersible pump				
9.5.1	Remove pump				
9.5.2	Clean and dismantle pump				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
9.5.3	Inspect and report				
9.5.4	Reassemble, re-install, test and				
9.6	Gorman Rupp T4 pump (7.5kW)				
9.6.1	Remove pump				
9.6.2	Remove rotating assemble				
9.6.3	Clean pump				
9.6.4	Inspect and report				
9.6.5	Reassemble, re-install, test and				
9.7	Gorman Rupp T6 pump (18.5kW)				
9.7.1	Remove pump				
9.7.2	Remove rotating assemble				
9.7.3	Clean pump				

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9.7.4	Inspect and report				
9.7.5	Reassemble, re-install, test and				
9.8	KSB pump (15, 18.5 & 22kW)				
9.8.1	Remove pump				
9.8.2	Clean and dismantle pump				
9.8.3	Inspect and report				
9.8.4	Reassemble, re-install, test and				
9.8	Hydrostal pump (15 & 22kW)				
9.8.1	Remove pump				
9.8.2	Clean and dismantle pump				
9.8.3	Inspect and report				
9.8.4	Reassemble, re-install, test and				
10.8	Allis Charmers (KWP200-400)				
10.8.1	Remove pump				
10.8.2	Clean and dismantle pump				
10.8.3	Inspect and report				
10.8.4	Reassemble, re-install, test and				
VALVES AND STEEL PIPEWORK					
10.1	All types of gate valves – 40mm-100mm diameter valve				
10.1.1	Remove				
10.1.2	Clean				
10.1.3	Inspect and report				
10.1.4	Re-install and commission				
10.2	All types of gate valves – 110mm-240mm diameter valve				
10.2.1	Remove				
10.2.2	Clean				
10.2.3	Inspect and report				
10.2.4	Re-install and commission				
10.3	All types of gate valves – 250mm-450mm diameter valve				
10.3.1	Remove				
10.3.2	Clean				
10.3.3	Inspect and report				
10.3.4	Re-install and commission				
10.4	Electrical Actuator – 50mm-200mm diameter				
10.4.1	Remove				
10.4.2	Clean				
10.4.3	Inspect and report				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
10.4.4	Re-install and commission				
10.5	Electrical Actuator – 50mm-200mm diameter				
10.5.1	Remove				
10.5.2	Clean				
10.5.3	Inspect and report				
10.5.4	Re-install and commission				
10.6	All types of non-return valves – 50mm-100mm diameter				
10.6.1	Remove				
10.6.2	Clean				
10.6.3	Inspect and report				
10.6.4	Re-install and commission				

10.7	All types of non-return valves – 110mm-240mm diameter				
10.7.1	Remove				
10.7.2	Clean				
10.7.3	Inspect and report				
10.7.4	Re-install and commission				
BIOLOGICAL FILTERS (BIOFILTERS)					
11.1	Biofilter arms				
11.1.1	Balancing of biofilter arms				
11.1.2	Remove broken biofilter strips - each				
11.1.3	Install and balance biofilter strips – each				
11.2	Centre column				
11.2.1	Remove centre column				
11.2.2	Replace gland packing – exclude				
11.2.3	Inspect and report				
11.2.4	Reinstall, test and commission				
PRIMARY, SECONDARY SETTLEMENT (CLARIFIER) AND HUMS TANKS					
11.3	Scum collector pipe				
11.3.1	Remove				
11.3.2	Clean				
11.3.3	Inspect and report				
11.3.4	Install and commission				
11.4	Clarifier drive wheel				
11.4.1	Remove				
11.4.2	Inspect and report				
11.4.3	Install, test and commission				
11.5	Draft tubes				
11.5.1	Remove draft tube – each				
11.5.2	Clean				
11.5.3	Inspect and report				
11.5.4	Install, test and commission				
11.6	Scum and sludge scraper				
11.6.1	Remove scraper				
11.6.2	Clean				
11.6.3	Inspect and report				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
11.6.4	Install, test and commission				
11.7	Clarifier bridge,				
11.7.1	Sand blast bridge (on-site)				
11.7.2	Paint per m ²				
11.7.3	Centre column				
11.7.4	Remove U-tube				
11.7.5	Remove bearing				
11.7.5	Remove gearbox				
11.7.6	Clean bearing				
11.7.7	Clean gearbox				
11.7.8	Inspect bearing				
11.7.9	Inspect gearbox				
11.7.10	Install bearing				
11.7.11	Install gearbox				

11.7.12	Install U-Tube				
11.7.13	Test and commission clarifier				
CHLORINATION SYSTEM					
12.1	Chlorination unit				
12.1.1	Dismantle chlorination unit				
12.1.2	Inspect and report				
12.1.3	Assemble chlorination unit				
12.1.4	Connect, test and commission				
12.2	Chlorination unit pipework				
12.2.1	Remove pipework				
12.2.2	Install pipework				
ELECTRICAL MOTORS (ALL TYPES AND DIFFERENT INSTALLATION)					
13.1	Motor (size 0.4kW – 11kW)				
13.1.1	Remove				
13.1.2	Install, balance, align and test				
13.2	Motor (size 15kW – 75kW)				
13.2.1	Remove				
13.2.2	Install, balance, align and test				
13.3	Supply of new motor(any size)				
13.3.1	Contractors' Mark up (%)				
OTHER REQUIRED EQUIPMENT					
14.1	Tri-pod with a complete chain block (Max 50kg load)				
14.1.1	Hire only– per hour				
14.1.2	Hire and operate – per hour				
14.2	Steel mounted lifting beam complete with chain block (max 250kg)				
14.2.1	Hire only – per hour				
14.2.1	Hire and operate – per hour				
14.3	Electrical Water pump capable of pump 30mm diameter solids (max flow rate 200lps)				
14.3.1	Hire only – per hour				
14.3.2	Hire and operate – per hour				
14.4.	Petrol/Diesel Water pump capable of pump 30mm diameter solids (max flow rate 200lps)				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
14.4.1	Hire only – per hour				
14.4.2	Hire and operate – per hour				
REPAIRS AND MAINTENANCE OF MOTOR CONTROL CENTER (MCC)					
15.1	Inspection and fault finding				
15.2	Contractor's mark-up on new equipment to be supplied (invoice to be				
15.3	MCC planned maintenance per box				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
Milky Way pump station Pump set					
11.1	Remove Foras 7,5 kW close-coupled Pump set				
11.2	Dismantle				

11.3	Strip and quote for repairs, reinstallation and commissioning				
11.4	Compile and submit report with photos				
Uranus pump station Pump set					
12.1	Remove 36 kW Hawker Siddeley motor				
12.2	Transport from site to armature winder				
12.3	Transport from armature winder to site				
12.4	Install and commission				
Uranus pump station Pump set					
13.1	Remove KSB ETA 80-20 pump				
13.2	Transport from site				
13.3	Dismantle				
13.4	Strip and quote for repairs, reinstallation and				
13.5	Compile and submit report with photos				
Item	Description	Specify Level of Manpower	Rate	No of hours	Total
	Su				



PART C – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

7. AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder 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, hereby confirm that by resolution of the board (copy attached) taken on 20..... , Mr/Ms.....acting in the capacity of, was authorised to sign all documents in connection with this bid for **bid no.: A034 – 2025/26** and any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:

2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as, hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this bid for **bid no.: A034 – 2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all 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 this bid for **bid no.: A034 – 2025/26** and any contract resulting from it on our behalf.

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

Name of Firm	Address	Authorising and Capacity	Name	Authorising Signature
Lead Partner:				

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms acting in the capacity of, to sign all to sign all documents in connection with this bid for **bid no.: A034 – 2025/26** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

8. RECORD OF ADDENDA

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.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

9. DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Bidder to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		An original signed letter from their Induna. OR An original signed ward councillor letter confirming the location of business operations. The letters should not be older than 3 months from the closing date of the bid.
Bidding entities who operate from somebody else's property		Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF.....
20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

10. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

11. NOTICE OF COMPULSORY BRIEFING SESSION

A compulsory briefing session is **not applicable**.

The meeting point for the Briefing Session will be at the **details of venue**.

Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

Name of Representative	
On Behalf of Bidder (name of bidder)	
Address	
Telephone Number	
Signature (For Bidder)	

For Official Use Only

<p>I CONFIRM THAT THE BIDDER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION</p>	<p>Official Date Stamp</p>
<p>Name of Official: _____</p>	<p>Signature: _____</p>

12. BANKING DETAILS

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

13. MBD 4: DECLARATION OF INTEREST

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

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		

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

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

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

3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		
3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in	Yes	No

Panel of contractors for the Repairs and Maintenance of wastewater Treatment Plants, Pumpstations and Boreholes Mechanical Equipment

	any other related companies or business whether or not they are bidding for this contract.		
3.14.1	If yes, furnish particulars.		

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

Full Names	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

14. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person 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 audit alteram partem rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
ITEM	QUESTION	YES	NO
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

15. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;

- b) geographical area where product or service will be rendered (market allocation)
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a bid;
- e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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

16. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

22. DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
Witness 1		Witness 2	

19. Contractor's Certificate of Registration with CIDB

The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the tenderer is not registered with the CIDB and therefore not eligible to Tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

It is estimated that contractors must have a CIDB contractor grading designation of **3ME or higher**.

18. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

Description	Yes/No		
	Yes	No	
MBD 1 – Invitation to Bid Is the form duly completed and signed?	Yes	No	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 Declaration of Interest Is the form duly completed and signed?	Yes	No	
Central Supplier Database Is proof of registration attached?	Yes	No	
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	Yes	No	
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	Yes	No	
Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	Yes	No	
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	Yes	No	
Pricing schedule Is the form duly completed and signed?	Yes	No	

Name of Bidder			
Signature		Name (print)	
Capacity		Date	