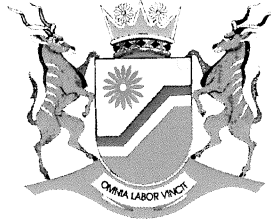


This document must remain the original when submitted, no copies will be accepted

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO- OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS

BID NUMBER: CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS

ISSUED BY:

Department of Co- Operative Governance & Traditional affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/103/24/MP	CLOSING DATE:	22 MAY 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, SIYABUSWA Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. S Ndimande		CONTACT PERSON	Ms. N Hlatshwayo	
TELEPHONE NUMBER	013 766 6080		TELEPHONE NUMBER	013 766 6990	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	snndimande@mpg.gov.za		E-MAIL ADDRESS	hlatshwayon@mpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

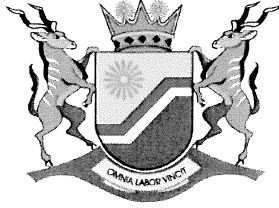
1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



co-operative governance
& traditional affairs

MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

Department of Cooperative Governance and Traditional Affairs (COGTA)

REPUBLIC OF SOUTH AFRICA

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

PROCUREMENT DOCUMENT

(Based on NEC3 Term Service Contract – Option D)

April 2024

Issued by:

Department of Cooperative Governance and Traditional Affairs (COGTA)
Samora Machel,
Riverside Park,
Mbombela, 1200
Mpumalanga Province

NAME OF BIDDER:

CSD NUMBER:

Bid Amount:

District Tendered for:

Service Providers must indicate the district tendered for

EHLANZENI DM

GERT SIBANDE DM

NKANGALA DM

NB: Only one bid document per district.

Department of Cooperative Governance and Traditional Affairs (COGTA)

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

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Department of Cooperative Governance and Traditional Affairs

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance and Traditional Affairs (COGTA) has invited bids for the services of contractors to enter into framework contracts over a three-year term without commitment to a quantum of work to provide services relating to the refurbishment, maintenance, repair and implementation of Water and Sanitation Infrastructure within Mpumalanga Province.

COGTA will enter into framework contracts with successful bidders. Organs of state including Departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

The Tender Documents will be available from **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

Technical enquiries shall be directed to COGTA. Please note that response(s) to enquiries will be communicated to all bidders who would have attended the compulsory briefing session. Therefore, it is a responsibility of Bidders or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

Bid documents will be obtainable from the Bid office, Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance, on payment of a non-refundable levy of R100.00 or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government. As per the Mpumalanga Bid Bulletin

The closing date for receipt of bids is as per The Mpumalanga Provincial Supply Chain Management Bid Bulletin Advert.

Duly completed Bids enclosed in a sealed envelope marked

“APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.”

with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided at the following Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, Kwa Mhlanga, Middleburg, Piet Retief and Evander including any other office published by provincial treasury on bulletin .

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

Technical and Administrative enquiries shall be directed to Ms. SN Ndimande on 013 766 6397 within 7 (seven) calendar days before the tender closing date during office hours only (between 8:00 to 16:30 hours on working days). Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their

representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

A compulsory tender briefing session / meetings with representatives of the Employer will take place at Each Of The District Municipalities Offices As Indicated Below/ Attached Annexure A Schedule Of Briefings

ANNEXURE A BRIEFING MEETING SCHEDULE

No	District	Municipality	Venue/ Traditional Council	Bid Briefing Date and Time
1	Ehlanzeni	Mbombela	Disaster Management Center	22 April 2024 10H00
2	Gert Sibande	Msukaligwa	Gert Sibande District Office	25 April 2024 10H00
3	Nkangala	Thembisile Hani	KwaMhlanga Government Complex	26 April 2024 10H00

The closing time for receipt of tenders is stated on the advert.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

**Head of Department
Department of Cooperative Governance and Traditional Affairs
Mpumalanga Provincial Government**

Department of Cooperative Governance and Traditional Affairs

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer is:</p> <p>Name: COGTA</p> <p>Physical Address: Department of Cooperative Governance and Traditional Affairs Samora Machel building, Riverside Government Complex Riverside Park, Mbombela, 1200</p> <p>Mpumalanga Province Telephone: (013) 766 6245</p> <p>Email: jsnzobe@mpg.gov.za</p>
3.4	The language for communications is English
4.7	<p>The arrangements for a compulsory clarification meeting (briefing session) are as stated in the Advert and Invitation to Tender.</p> <p>Bidders must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.

4.13.2	The address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.13.3	<p>Location of tender box: Mpumalanga Provincial Treasury (Department of Finance)</p> <p>Physical Address: Provincial Treasury Building 9, Riverside Government Complex Riverside Park, Mbombela, 1200</p> <p>Identification details: Reference no, Title of Tender and the closing date and time for tenders</p>
4.13.4	Tender document shall be submitted as original document.
4.13.5	<p>The Bidder is required to meet the following conditions:</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the Bidder wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory. 4. The tender documents issued by COGTA are not tampered with and the content remains unchanged. 5. Bidders (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Bidders must ensure that they are registered on the CSD before submitting the Tenders. 6. Preferential Procurement Regulations 2022 will apply.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is 12H: 00 am as stated in the Tender advertisement.
4.16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing date.
5.2	In case of an addenda, the employer shall issue an addenda 3 working days before tender closing as minimum.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

5.11.5 The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.5.

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.

The score for financial offer (N_{FO}) is calculated using the 90/10 Preference Point System formula:

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

where a maximum of **80** points is allocated for price

P_S = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Referencing Schedule), a maximum of **20** points will be awarded to Bidders who complete the referencing schedule and who are found to be eligible for the preference claimed.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.6 where maximum points for qualification is **100**

5.11.9 The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Monitoring Maximum Number Of Points	Supply Maximum Number Of Points
Experience in Similar work	25	25
Key Personnel	40	20
Availability of relevant transport and compliance	15	15
Availability of testing facility (accredited laboratory)	20	N/A
Maximum Possible Score for Quality (Ms)	100	60

Monitoring compliance: The minimum number of evaluation points to quality is 70% (70 out of 100 points).
Supply & Delivery: The minimum number of evaluation points to quality is 60% (36 out of 60 points).

5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the Bidder is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). b) the Bidder is in good standing with SARS according to the Central Supplier Database. c) 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 as a person prohibited from doing business with the public sector. d) the Bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) the Bidder has completed the Compulsory Declaration and there are no conflict of interests which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring Bidders to ensure that there is sufficient capacity to satisfy the anticipated demand.</p> <p>In the event that there is no responsive tender, a contract may be negotiated with the most competitive successful Bidders from an adjacent region.</p>

Department of Cooperative Governance and Traditional Affairs

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

T.2.1 List of compulsory returnable documents

1 Returnable Schedules required for tender evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Compulsory Declaration
- Duly signed bid documents (each page initialled) including all the attached SBD forms.
- Legally signed Joint Venture Agreement (in case of a JV)
- Contractor Registration for Incorporation or of Company Registration Document
- Copy of ID's for business directors
- Proof of registration on Central Supplier Database
- A copy of a **TAX COMPLIANCE STATUS** / Pin issued by the South African Revenue Services
- Valid Letter of Good Standing from the Department of Labour and Employment or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- Fully completed and signed SBD 1, SBD 4, SBD 6.1 & SBD 6.2 (with applicable annexures).
- Fully completed Bill of Quantities (each page initialled).

2 C1.1 Offer portion of Form of Offer and Acceptance

3 C1.2 Contract Data (Part 2)

T.2.2 RETURNABLE SCHEDULES

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

Proposed amendments and qualifications

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

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Bidder

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service <i>(tick appropriate column)</i>	
		Current	Within last 12 months

--	--	--	--

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a tender offer if the Bidder or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of

the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Specific Goals

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

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to bidder(s): The bidder(s) must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder(s))
Enterprise owned by people within the District municipality (Locality)	8	
Enterprise owned by Youth	3	
Enterprise owned by Women	6	
Enterprise owned by People with Disability (PwD).	3	
Total	20	

4. Bid Conditions

- i) The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from shortlisted bidders before final selection;
- ii) The Department reserves the right to call for presentations or interviews with short listed bidders before final selection and all shortlisted bidders may be required to submit samples at no cost.
- iii) The Department reserves the right to negotiate prices with the preferred bidder/s;
- iv) The lowest offer of any bidder will not necessarily mean to be accepted and the Department reserves the right to accept the whole or part of any bid;
- v) The Department reserves the right to appoint more than one service provider;
- vi) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered;
- vii) Late and incomplete bids will not be considered.

TECHNICAL FUNCTIONALITY

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

FUNCTIONALITY TEST			
1	EXPERIENCE IN COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS OR RELATED FIELD.	Monitoring	Supply
	Points are not cumulative	Maximum Points = 25	
	<p>Experience of Bidder in: Compliance monitoring and supply of chemicals for water and wastewater systems or related field. Projects completed in the past five years</p> <p>A copy of an Appointment Letter / order and Completion/ hand over Certificate or delivery note per project is to be attached in order to claim points during the evaluation process.</p> <p><i>Failure to submit the above will result in no points being allocated during pre-qualification.</i></p>	<ul style="list-style-type: none"> ➤ 5 and more projects/ orders completed 25 Points ➤ 4 projects/ orders completed 20 Points ➤ 3 projects/ orders completed 15 Points ➤ 2 projects/ orders completed 10 Points ➤ 1 project/ orders completed 05 Points 	<ul style="list-style-type: none"> 25 Points 20 Points 15 Points 10 Points 05 Points
2	2.1 KEY PERSONNEL – Project Manager	Monitoring	Supply.
	Points are not cumulative	Max Points = 10 (a + b)	
	(a) Number of years in related field	<p>5 Years and above or 05 Points</p> <p>Between 1 and 4 Years 3 Points</p>	<p>05 Points</p> <p>3 Points</p>
	(b) Technical Qualifications <i>(CV and certified copies to be submitted)</i>	05 Points	05 Points
	2.2 KEY PERSONNEL – Lab personnel	Monitoring	Supply.
	Points are not cumulative	Max Points	

			=20 (a + b)	
	(a) Number of years in related field	5 Years and above or Between 1 and 4 years	10 Points 05 Points	N/A N/A
	(b) Technical Qualifications CV and certified copies to be submitted)	Matric + Water care certificate	10 Points	N/A
2.3 KEY PERSONNEL - DRIVER Points are not cumulative			Monitoring Points = 10	Supply
	Experience in transporting hazardous material N/B: Attach ID copy, valid PrDP and appropriate driver's licenses.	Valid PrDP and appropriate licenses. More than 5 Years	10 Points	10 Points
3	Availability of relevant transport and compliance		Monitoring Points = 15	Supply
	Type of Transport (Half points allocated if leasing & Full points allocated for full ownership. Lease agreement or eNATIS documents must be attached.)	Form of evidence	Maximum Points	Reference Page No.
	1 x Closed bakkie or Panel Van	eNatis or lease agreement.	5	5
	1 x Delivery Truck (Compliant with traffic regulation for delivery of chemicals	eNatis or lease agreement	5	5
	1 x Proof of offloading mechanism (fork lift, crane truck, or similar).	Proof of ownership/ lease agreement/ load test certificate.	5	5
4	Availability of testing facility (accredited laboratory)		Monitoring Points = 20	Supply
	Accredited laboratory	Owned laboratory or	20	N/A
		Outsourced laboratory with proof of agreement	10	N/A
TOTAL FUNCTIONALITY POINTS			100	60

Monitoring - Threshold for pre-qualification is 70% (or minimum of 70 points) for the Bidder to be selected to participate in a closed tender process.

Supply & delivery - Threshold for pre-qualification is 60% (or minimum of 36 points) for the Bidder to be selected to participate in a closed tender process.

Bidders that fail to achieve the minimum score for functionality evaluation will not be eligible to advance to the next stage of evaluation.

Note:

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and specific goals as per the PPPFA Act, No.5 of 2000 and its associated PPR 2022 (Regulations) issued by the National Treasury.

Department of Cooperative Governance and Traditional Affairs

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The Bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Bidder before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Bidder:

Name & signature of witness

(Insert name and address of organisation)

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the Bidder's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the *Employer* and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Bidder shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

Head of Department

**for the
Employer**

Department of Cooperative Governance and Traditional Affairs

COGTA
Samora Machel, Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name &
signature of
witness

Date:

Schedule of Deviations

1 Subject

 Details

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.....

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2 Subject

 Details

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3 Subject

 Details

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4 Subject

 Details

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5 Subject

 Details

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By the duly authorised representatives signing this agreement, the *Employer* and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the *Employer* during this process of offer and acceptance.

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

Department of Cooperative Governance and Traditional Affairs

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C.1.2 Contract Data

The Conditions of Contract are the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013), published by the Institution of Civil Engineer, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded www.neccontract.com/documents/TSC.pdf.)

Each item of data given below is cross-referenced to the clause in the NEC3 Terms Service Contract to which it mainly applies.

Chapter 2

Chapter 3 Part one - Data provided by the *Employer*

1 **General**

The *conditions of contract* are the core clauses and the clauses for main Option:

E: Cost reimbursable contract

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X2 Changes in the law

X17: Low service damages

X19: Task Order

X20: Key performance indicators

Z: *Additional conditions of contract*

of the NEC3 Term Service Contract as amended

10.1 The *Employer* is

- 1) the Department of Cooperative Governance and Traditional Affairs;
Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province
Telephone: (013) 766 6245

10.1 The *Service Manager* for a Task is as stated in the Task Order

11.2(2)	The Affected Property is as stated in the Task Order
11.2(13)	The <i>service</i> is the maintenance, repair and operation of Water and Sanitation Infrastructure within the Mpumalanga Province over a three year term without any commitment to a quantum of work
11.2(15)	The Service Information applicable to all Tasks is in the document C3: Scope of Work. Task specific Services Information is in the document C3: Scope of Work in the Task Order
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is two weeks
2	The Contractor's main responsibilities No data is required for this section of the <i>conditions of contract</i>
2	The Contractor's main responsibilities
21.1	The <i>Contractor</i> is not required to submit a first plan. Task Order programmes are submitted with each Task Order
3	Time
30.1	The <i>starting date</i> for the <i>services period</i> and the issuing of Task Orders is two weeks after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The <i>starting date</i> for a Task Order is as stated in the Task Order
30.1	The <i>service period</i> within which Task Orders are issued is 36 months after the <i>starting date</i> . The <i>service period</i> for a Task Order is as stated in the Task Order
4	Testing and defects No data is required for this section of the <i>conditions of contract</i>
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 1 st day of each successive month.
51.1	The <i>currency of this contract</i> is the Rand.
51.4	The interest rate on late payment is the prime lending rate of the <i>Employer's</i> Bank at the time that interest is due.
6	Compensation events No data is required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials No data is required for this section of the <i>conditions of contract</i>
8	Risks and insurance
80.1	The <i>Employer's</i> additional risks are as stated in the Task Order
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is R 5 million

83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is their replacement cost
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is R 10 million
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10 million
83.1	The <i>Contractor</i> provides additional insurances as stated in the Task Order.
9	Termination There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
E	Cost reimbursable contract
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> for each Task Order at intervals no longer than 5 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>Adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jce-sa.org.za).
W1.4(2)	The <i>tribunal</i> is a South African Court of Law
12	Data for secondary Option clauses
X1	Price adjustment for inflation according to SEIFSA
X2	Changes in the law No data is required for this Option
X17	Low service damages
X17.1	The <i>service level table</i> is in the Task Order. The amounts for low performance damages are set out in the Task Order
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within two weeks of the issuing by the Employer of a Task Order if such a programme is not submitted prior to the issuing of such an order
X20	Key Performance Indicators (not used when Option X12 applies)
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document identified in the Task Order

X20.2 A report of performance against each Key Performance Indicator is provided at intervals as stated in the Task Order.

Z Additional conditions of contract

The *additional conditions of contract* are

Z.1 The Contractor's invoice

Z.21 The *Contractor* submits original valid tax invoices satisfying the requirements of the Services Information (the "Tax Invoices") one week after receiving a payment certificate from the *Service Manager* in terms of clause 51.1.

Z.2.2 Where the *Contractor* does not submit the Tax Invoices within the time required:

- the period within which payment is made in terms of clause 51.2 and
- the time allowed in clause 91.4

are extended by the length of time from the date when the *Supplier* should have submitted the Tax Invoices to the date when he does submit it.

Z2 Selection and appointment of the Adjudicator

Add the following paragraph to clause W.1.2(1)

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract (Third edition with amendments up to and including April 2013).

Z3 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z4 Low services damages

Add clause X17.2:

If a Defect notified to the *Contractor* at the end of the *service period* shows low performance in with respect to a performance level stated in the Contract Data, the *Contractor* pays the amount of low services damages stated in the Contract Data.

Z5

Z6 **Providing the Services**

Add the following clause 20.6

The *Contractor* manages the provision of the *services* on the Affected Properties. The Contractor subcontracts the provision of the *services* on the Affected Properties except the work which the Contract Data associated with a Task Order states that he will do himself.

Z7 **Defined Cost and Disallowed Cost**

Add the following before the first bullet to 11.2(5) Defined Cost:

- the work done by the *Contractor* himself which is included in the priced list of items associated with a Task Order

Add the following before the first bullet 11.2(6) to Disallowed Cost

- The Contractor's management.

Z8 **Assessing the amount of the work which the Contract Data states that the *Contractor* will do himself**

- 1 The *prices* for the work done by the *Contractor* himself are the lump sums and the product of the quantity multiplied by the unit rates agreed to and included in a priced list of items associated with a Task Order.
- 2 The *Contractor* provides a quotation for each item of work agreed with the *Services Manager* which he will do himself assessed on a forecast of the Defined Cost of such work. Effects on cost are separately assessed at open market rates or competitively tendered prices with deductions for all discounts, rebates and taxes which can be recovered.
- 3 The assessment includes risk allowances for costs and time for matters which are the *Contractor's* risk under the contract. The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.

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C.1.2 Contract Data

Chapter 4

Chapter 5 Part two - Data provided by the *Contractor*

The *Contractor* is advised to read both the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013) in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011-803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Term Services Contract to which it mainly applies.

10.1 The *Contractor* is (Name):
 Address

Postal Address:

Tel No.

Fax No.

Mobile No.

E-mail address

11.2(8) The *yearly adjustment of rates for inflation percentage* is based on the Consumer Price Index (CPI)

24.1 The key persons are:

Name:

.....

Job:

Responsibilities: The management of the physical maintenance and repair processes and the coordination, administration and management of resources on the Affected Property

Qualifications: see CV submitted with the tender

Experience: see CV submitted with the tender

The CV is appended to Tender Schedule entitled Experience of key person (construction management).

C 1.3 FORMS OF SECURITIES

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format Pricing Schedule must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be negotiated with COGTA and should an agreement be reached between COGTA and the tenderer applied for forecasting and subcontracting where applicable.
3. Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
4. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
5. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
6. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
7. Tenderers must furnish unit prices for the listed products only.
8. All costs including administration, health and safety, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.
10. Note: Rates below for C.2.3 and C2.3 will be subjected to negotiation between COGTA and the service provider.

Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.

To: Mpumalanga Department: Co-operative Governance and Traditional Affairs

Dear Sirs

Reference No. [Drafting Note: Guarantor/Bank reference number to be inserted]

Performance Bond: [Drafting Note: Name of Contractor to be inserted]

Employer: Contract Reference -[Drafting Note: Contract reference number to be inserted]

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

1.1.1. "Guarantor" - means Branch, (Registration No.); [Drafting Note: Name of Guarantor to be inserted] [] Financial Services Board Registration number

1.1.2. "Guarantor's Address" - means; [Drafting Note: Guarantor's physical address to be inserted]

1.1.3. "Contract" - means the written agreement entered into between the Employer and the Contractor on or about 201 (Contract Reference No.), as amended, varied, restated, novated or substituted from time to time; [Drafting Note: signature date and Contract reference number to be inserted]

- 1.1.4. Contractor” – means a registered in accordance with the laws of with registration number ; [Drafting Note: Name and details of Contractor to be inserted]
- 1.1.5. “Employer” - means Mpumalanga Department: Co-operative Governance and Traditional Affairs
- 1.1.6. “Expiry Date” - means the day of [Drafting Note: This date should align with the date of final completion].
- 1.1.7. “this Guarantee” - means this document”
- 1.1.8. “Guaranteed Sum” – means, subject to clause 4, the sum of [- figure] ([- words]) [Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted] which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

- 1.2. Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.

- 2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.

- 3. A demand for payment under this Guarantee shall be made in writing at the Guarantor’s address or by email to the following email [.....insert..] and shall:
 - 3.1. state the amount claimed (“the Demand Amount”);
 - 3.2. state that the Demand Amount is payable to the Employer in the circumstances contemplated in the contract

- 4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer’s written certificate certifying the amount of such reduction and the Contractor’s entitlement thereto under the Contract.

- 5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
 - 5.1. the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor’s obligation/s to make payment:
 - 5.1.1. is and shall be absolute and unconditional in all circumstances; and
 - 5.1.2. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
 - 5.2. the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor’s liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
 - 5.3. should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.

- 6. The Guarantor’s obligations in terms of this Guarantee:
 - 6.1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

- 6.2. Shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
7. This Guarantee:
- 7.1. shall expire on the Expiry Date until which time it is irrevocable;
 - 7.2. is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;
 - 7.3. shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 7.4. shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, obtaining any court order; and
 - 7.5. Shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
8. The Guarantor chooses the domicilium citandi et executandi for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at: _____

Date: _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____

Guarantor Signatory 2: _____

Name: _____

Name: _____

Capacity of Guarantor

Capacity of Guarantor

Signatory 1: _____

Signatory 2: _____

Witness: _____

Witness: _____

(Printed Name of Witness)

(Printed Name of Witness)

Guarantor's seal or stamp _____

- 6.2. Shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
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(Printed Name of Witness)

(Printed Name of Witness)

Guarantor's seal or stamp _____

Department of Cooperative Governance and Traditional Affairs (COGTA)

Tender No. CGT/103/24/MP

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

C.2 Pricing Data

1. “Rate” shall include the cost of direct and indirect cost as follows:
2. No addition, erasure or alteration is to be made on the schedule of quantities. Such corrections will invalidate the tender.
3. Before the work instruction is issued, a site meeting between the contractor and the Project Manager shall be conducted, so as to determine the cost of the specific proposed works.
4. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
5. Payment will be based on the completion of task and approval by CoGTA, also provided that reasonable progress towards the completion of the task within the estimated budget is demonstrated.
6. The appointed service provider may only commence with Tasks on the following conditions:
 - i. The required budget for the completion of the task has been confirmed in writing to the service provider.
 - ii. The service provider has been given an instruction (email/written/mobile) to continue with the allocated task.
7. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified in the Scope of Works and for all the risks, obligations and responsibilities specified in the NEC3 TSC, Particular or Special Conditions of Contract.
8. The tenderer shall fill in rates for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the Pricing Schedule.
9. The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall be made to the Scope of Works for more detailed information regarding the extent of work entailed under each item.
10. Prices or rates will be subject to adjustment for escalation as provided for below:

- The prices or rates shall be fixed for the first 12-month period determined from the tender base month and no change during this period will be allowed for escalation. Base months means “The calendar month during which a contract was entered into” as per clause 6.8.2 in the Data provided by the Employer.
 - On the 12-month anniversary date of the Contract base date the rates or sums shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141. of Statistics South Africa under table B) and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.
 - Adjustment of rates for escalation shall only be applicable to that portion of the relevant service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
- Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.
- The bidder shall offer supporting documentation to CoGTA to justify any price adjustment that might be required. For the outer years after the first 12 months, the price adjustment phase will only be allowed during the first month of each anniversary. The successful bidders shall be responsible to contact the client to ensure that any price adjustment requests are requested and implemented accordingly. Should this opportunity be missed by the successful bidder, CoGTA will deem the previous financial year’s rates as valid for the duration of the following financial year.
11. Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described above.
12. Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer’s instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the service provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed.
- For each sum, the Employer may instruct plant, materials or services to be procured by the service provider in accordance with the Employer’s policies, and for which there shall be included in the Contract Price:
- The actual amounts paid (or due to be paid) by the service provider, and
 - A sum for compilation and printing of procurement documentation, quotation/tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by

applying the relevant percentage rate tendered in the Pricing Schedule, provided that for Prime Cost sums only, the tendered rate excludes profit.

The service provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a sum.

Any percentage adjustment (mark-up) against the sum for handling fee, profits, etc. shall not be negative.

13. A tender may be deemed unresponsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

14. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

18. *All rates will be calculated from contractor's offices/workshop/workplace facility which should be within jurisdiction of the District.*

20. For the purposes of this Schedule of Activities, the following words shall have the meaning hereby assigned to them:

Unit : The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.

Quantity : the number of units of work.

Rate : The payment per unit of work/provision of services at which the Bidder bids to the work.

Amount : The quantity of an item multiplied by the Bided rate of the (same) item.

Sum : An amount Bided for an item, the extent of which is described in the Schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

21. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	meter
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square meter-pass
No	=	Number
m ³	=	cubic meter
m ³ -km	=	cubic meter kilometre
kW	=	kilowatt
W	=	Wattage
kg	=	kilogram
l	=	litre
kl	=	kilolitre
MI	=	mega litre
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega-Newton
MN-m	=	mega-Newton-meter
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum
Sum	=	Lump Sum

24. **The Estimated Quantities in the Bill of Quantities are for evaluation purposes, the successful bidder will be appointed based on rates.** The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the service provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates tendered.

C.2.3 Pricing Data Staff Rates

***NB.**

- (a) **Table 1** is only applicable to service providers bidding for supply, delivery and offloading of chemicals.
- (b) **Table 1 and 2** is applicable to service providers bidding for both (i) supply, delivery and offloading of chemicals AND (ii) Compliance Monitoring.

Table 1: Supply, Delivery and Offloading of Chemicals Schedule of Rates

No	Description	Unit	Quantity	Rate(R)
A.Preliminary & General				
1	Preliminary & General	Sum	1	
2	Safety compliance	Sum	1	
3	Provisional Sum for Training (accredited with LGSETA, EWSETA or QCTO)	Sum	1	R100 0000.00
4	Contractors' charge to allow for handling cost for profit in respect of item A.3 above.	...%	R100 0000.00	
5	Closed Bakkie or Panel van	km	1	
6	Delivery Truck (Compliant with traffic regulation for delivery of chemicals)	km	1	
7	Offloading mechanism (fork lift, crane truck, or similar).	Hr	1	
Total				
B. Water and Wastewater Treatment Chemicals				
	Description	UNI T	Estimated Quantity	Rate per ton(R)
1	Coagulant	Ton	1	
2	Chlorine Gas	Kg	1	
3	White Lime	Kg	1	
4	Bentonite	Kg	1	
5	Ferric Chloride	Ton	1	
6	Sodium hypochlorite	Kg	1	
7	HTH Granules (ALL Plants)	Kg	1	
8	HTH Chips (ALL Plants)	Kg	1	

C.2.3 Pricing Data Staff Rates

*NB.

- (a) **Table 1** is only applicable to service providers bidding for supply, delivery and offloading of chemicals.
- (b) **Table 1 and 2** is applicable to service providers bidding for both (i) supply, delivery and offloading of chemicals AND (ii) Compliance Monitoring.

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4	Contractors' charge to allow for handling cost for profit in respect of item A.3 above.	...%	R100 0000.00	
5	Closed Bakkie or Panel van	km	1	
6	Delivery Truck (Compliant with traffic regulation for delivery of chemicals)	km	1	
7	Offloading mechanism (fork lift, crane truck, or similar).	Hr	1	
				Total
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	Description	UNI T	Estimated Quantity	Rate
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4	Bentonite	Kg	1	
5	Ferric Chloride	Ton	1	
6	Sodium hypochlorite	Kg	1	
7	HTH Granules (ALL Plants)	Kg	1	
8	HTH Chips (ALL Plants)	Kg	1	

APPOINTMENT OF A PANEL OF TERM CONTRACTORS FOR COMPLIANCE MONITORING AND SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER SYSTEMS FOR ALL MUNICIPALITIES WITHIN MPUMALANGA PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

C. LABORATORY CHEMICALS/REAGENTS				
	PRODUCT	UNIT	Estimated Quantity	Rate
1	DPD 1 Lovibond tablets	Box (100 tables)	1	
2	DPD 1 Chlorine free powder pillow	Pkt (10ml)	1	
3	Nitrates powder pillows HACH (NitraVer5 0.1-30mg/l)	Pkt (10ml)	1	
4	Nitrates TNT vial HACH	Box of 25	1	
5	Sulfates powder pillows HACH	Pkt (25ml)	1	
6	Sulfate TNT 865 HACH	Box of 25	1	
7	Fluoride (SPADNS 2 (Arsenic-Free) HACH	Box of 25	1	
8	Ammonia powder pillows HACH (cyanurate & salicylate) Nitrogen Ammonia 0.01-0.50 mg/l	Pkt (10ml)	1	
9	Ammonia TNT 832 HR HACH	Box of 25	1	
10	Ammonia TNT 831 LR HACH	Box of 25	1	
11	Ammonia TNT 830 ULR HACH	Box of 25	1	
12	Chloride HACH (Mercuric Thiocyanate & Ferric Iron Solution)	Box of 100	1	
13	Phosphate powder pillow HACH PhosVer3	Pkt (5ml)	1	
14	Phosphorus TNT 844 HR HACH	Box of 25	1	
15	Zinc powder pillows HACH (Cyclohexanone & ZincoVer5)	Pkt (20 ml)	1	
16	Copper powder pillows HACH	Pkt (10 ml)	1	
17	Iron TNT 858 HACH	Box of 25	1	
18	Manganese powder pillow HACH	Pkt (25ml)	1	
19	Aluminium TNT 848 HACH	Box of 25	1	
20	Hardness TNT 869 HACH	Box of 25	1	
21	Alkalinity TNT 870 HACH	Box of 25	1	
22	Lead TNT 850 HACH	Box of 25	1	
23	Compact Dry EC	240 plates per pkt	1	

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24	Compact Dry TC	240 plates per Pkt	1	
25	Compact Dry CF	240 plates per Pkt	1	
26	HPC FOR Quant-Tray IDEXX	Pkt (100 ml)	1	
26	Colilert 18 IDEXX	Box of 200	1	
27	Quanti-Tray 51 wells per 100ml	Box of 200	1	
28	Quanti-Tray/2000 97 wells per 100ml	Box of 200	1	
29	Autoclave tape	25mm x 54m	1	
30	Sodium Thiosulphate granules Calibration standards pH(4,7,10)	Kg	1	
31	HACH	500l Bottle	1	
32	Phenol red tablets HACH	Box of 500 tablets	1	
33	Calibration standard NTU HACH StablCal Stabilized Formazin Set 2100Q	Set	1	
34	Calibration standard Conductivity 1413 μ S/cm	500ml Bottle	1	
35	Calibration standard Conductivity 1000	500ml Bottle	1	
36	Filter membrane	Box of 200	1	
37	Gas canister defilers	300 ml	1	
38	Gas canister	no	1	
39	KCl	500ml Bottle	1	
40	COD TNT 822 HR HACH	Box of 25	1	
41	COD TNT 821 LR HACH	Box of 25	1	
42	IDEXX 120ml bottles with thiosulphate	120 ml Bottle	1	
43	HCl 0.02N-02 M	2,5 l Bottle	1	
44	Ethanol 70%	2,5 l Bottle	1	
45	Ammonia Solution	20l Bottle	1	
46	HQd Portable D0 meters HACH	Each	1	

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47	Jar Stirrer lab Programmable 6 paddles	Each	1	
48	Laboratory Bio-Hazardous Waste management	Each	1	
49	Lab glassware detergent 1.8kg ALCONOX powder	Each	1	
	Total Bid amount excl VAT			
	VAT @15%			
	Total Bid amount incl VAT			

Annual price escalation will be according to the producer price index (PPI) for chemicals

Table 2: Compliance Monitoring Schedule of Rates

NO:	PARAMETERS (UNIT)	UNIT	QUANTITY	RATE
1	Electrical Conductivity@250C (mSm)	Each	1	
2	E. coli(counts/100ml)	Each	1	
3	Total coliforms (counts/100ml)	Each	1	
4	Free Residual Chlorine as Cl2	Each	1	
5	pH@250C	Each	1	
6	Turbidity(NTU)	Each	1	
7	Fluoride	Each	1	
8	Langelier Saturation index	Each	1	
9	Total Alkalinity as CaCO3	Each	1	
10	Total Hardness as CaCO3	Each	1	
11	Iron as Fe	Each	1	
12	Manganese as Mn	Each	1	
13	Aluminium as Al	Each	1	
14	Orthophosphate (PO4)	Each	1	
15	Chloride	Each	1	
16	Sulphate as SO4	Each	1	
17	Total Dissolved Solids (TDS)	Each	1	
18	Suspended Solids(SS mg/l)	Each	1	
19	Chemical Oxygen Demand(COD mg/l)	Each	1	
20	Ammonia (NH4)	Each	1	
21	Nitrate and Nitrite as N (mg/l)	Each	1	
Subtotal Table 1 (VAT excl)				
Subtotal Table 2				
VAT %				
Grand Total				

Department of Cooperative Governance and Traditional Affairs (COGTA)

Tender No. CGT/103/24/MP

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C3: Scope of work

Water and sanitation services are basic services that are required by citizens of South Africa as stipulated in the Constitution. Local municipalities are mandated to provide water and sanitation services to the communities that they serve. However, municipalities are struggling to address these needs due to backlogs and constantly mushrooming settlements. Furthermore, rising incidents of vandalism and theft of municipal infrastructure have left municipalities in dire straits. COGTA seeks to provide support to municipalities to address shortages and gaps in providing water and sanitation services.

Many municipalities are struggling to supply reliable clean potable water to the communities that they serve and to safely dispose of wastewater emanating from such communities. The current water and sanitation challenges include:

- insufficient number of trained and qualified technical staff to manage the water and sanitation service at the municipal level;
- insufficient capacity of existing water or sewer treatment infrastructure, requiring the construction of new treatment plants or expansion of existing plants;
- insufficient distribution water infrastructure to supply water;
- insufficient sanitation infrastructure to safely and sustainably dispose of waste water;
- ageing water and sewer treatment plants and associated infrastructure, requiring repairs, refurbishment or renovation;
- inadequate maintenance of existing potable and wastewater treatment plants and associated infrastructure;
- poor operation of potable and wastewater treatment plants and pump stations;
- insufficient systems and processes for setting tariffs and collecting revenue from consumers of water and sanitation services, including non-existent or faulty water meters requiring repair or replacement; and
- Leaks in distribution systems and illegal connections, resulting in non-revenue water.

Poor and inefficient supply chain management (SCM) practices underlie many of these challenges, particularly in the more rural and remote municipalities. Efficient SCM practices which reduce costs, enable a rapid response to water and sanitation infrastructure needs and result in quality outcomes can contribute significantly to the improvement of reliable water services and access to sustainable sanitation in South Africa.

COGTA will establish a framework contract that would ensure the timeous response to augment urgent water needs. A framework agreement is an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, regarding

price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide goods, services, or any combination thereof under a framework agreement. Framework agreements enable COGTA to procure on an as-instructed basis (call offs) over a set term without necessarily committing to any quantum of work.

1.1 Extent of the services

The services over the term within the Mpumalanga Province may include, but not limited to the upgrade, refurbishment, maintenance and implementation of:

1. Water pipelines and reservoirs network infrastructure;
2. Pumps stations;
3. Metering, monitoring and control mechanisms;
4. Infrastructure for water harvesting, abstraction and storage
5. Household water systems
6. The water treatment plants and waste water treatment plants (including refurbishment, rehabilitation and upgrades)
7. Boreholes and related works (including drilling and equipping);

1.2 Training of Process Controllers for both water treatment works and wastewater treatment works

1.2.1 Skills transfer for all municipal process controller must be done for the following:

Service provider shall provide chlorine handling training, chlorine dosing, connecting and disconnecting of chlorine cylinders and drums, including chlorine safety training.

Appointed tender shall conduct on site monthly jar tests and conduct training for the municipality Process Controllers.

Jar test evaluation report with optimisation recommendations must be submitted to the plant superintendent.

The service provider should provide training to process controllers to interpret the laboratory results

The service provider must train the process controllers to utilise the green and blue drop testing kits for operational monitoring in compliance with the SANS 241 specifications for drinking water quality.

NB. The service provider must be accredited with LGSETA, EWSETA or QCTO

1.3 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality
- Nkangala District Municipality
- Gert Sibande District Municipality

2 Introduction

The Mpumalanga Department of Cooperative Governance and Traditional Affairs (COGTA) intends to appoint panels of service providers to provide emergency interventions to municipalities in the Mpumalanga Province.

2.1 COGTA's objectives

COGTA's objective is to put in place a number of regional framework agreements for a range of goods, services and works, which can be readily accessed by municipalities and other organs of state in order to make a significant contribution to meeting Cabinet's objectives relating to improvements in reliable water and sanitation services.

COGTA's objective in entering into a framework contract over a three-year term with contractors for the refurbishment, repair and maintenance and implementation of Water and Sanitation Infrastructure, on an as and when instructed basis, is to secure the services of contractors capable of serving the emerging municipal needs for such services within all the municipalities in Mpumalanga Province.

2.2 Background

Water and sanitation services are basic services that are required by citizens of South Africa as stipulated in the Constitution. Local municipalities are mandated to provide water and sanitation services to the communities that they serve. However, municipalities are struggling to address these needs due to backlogs and constantly mushrooming settlements. Furthermore, rising incidents of vandalism and theft of municipal infrastructure have left municipalities in dire straits. COGTA seeks to provide support to municipalities to address shortages and gaps in providing water and sanitation services.

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- insufficient systems and processes for setting tariffs and collecting revenue from consumers of water and sanitation services, including non-existent or faulty water meters requiring repair or replacement; and
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Poor and inefficient supply chain management (SCM) practices underlie many of these challenges, particularly in the more rural and remote municipalities. Efficient SCM practices which reduce costs, enable a rapid response to water and sanitation infrastructure needs and result in quality outcomes can contribute significantly to the improvement of reliable water services and access to sustainable sanitation in South Africa.

COGTA is establishing a framework contract that would ensure the timeous response to augment urgent water needs. A framework agreement is an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide goods, services or any combination thereof under a framework agreement. Framework agreements enable COGTA to procure on an as-instructed basis (call offs) over a set term without necessarily committing to any quantum of work.

2.3 Extent of the services

The services over the term within the Mpumalanga Province may include the refurbishment, maintenance and implementation of:

- 8. Water pipelines and reservoirs network infrastructure;
- 9. Pumps stations;
- 10. Metering, monitoring and control mechanisms;
- 11. Infrastructure for water harvesting, abstraction and storage
- 12. Household water systems
- 13. The water treatment plants and waste water treatment plants (including refurbishment, rehabilitation and upgrades)
- 14. Boreholes and related works (including drilling and equipping);

3 General requirements

2.1 The Contractor shall, in providing the Works, observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (items manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) Fit for their intended purpose; and
- b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

4 Location of services

3.1. The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities in Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

Ehlanzeni District	Gert Sibande District	Nkangala District
Bushbuckridge	Chief Albert Luthuli	Dr. JS Moroka
City of Mbombela	Dipaleseng	Emakhazeni
Nkomazi	Dr. Pixley Ka Isaka Seme	Emalahleni
Thaba Chweu	Govan Mbeki	Steve Tshwete
	Lekwa	Thembisile Hani
	Mkhondo	Victor Khanye
	Msukaligwa	

- 3.2. The Project Implementation must start no later than 5 working days of placing an official order except for long lead special material as determined by the employer.
- 3.3. The project location shall be indicated on the official Task order.
- 3.4. Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.
- 3.5. Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 3.6. The Employer shall place task orders as and when required during the contract period.
- 3.7. An official task order must be issued before any delivery may be made to the site.
- 3.8. Upon delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.
- 3.9. The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 3.10. Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4. Location of the works

- 4.1. The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

5. Quality and quantities:

- 5.1. Quality Standards:
 - I. Special brands, where named, are used to indicate the standard of quality desired. Bidder's equal/similar item will be considered, provided that the Bidder specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
 - II. In the event the employer elects to accept an alternative item purported to be equal/similar by the Bidder, the employer may request the Bidder to provide samples of the alternative offer for testing and inspection at no extra cost. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
- 5.2. Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 5.3. No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

6. Information:

- 6.1. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.
- 6.2. The tender must be valid for 90 (ninety) days after closing date.
- 6.3. The contract period will be from date of commencement until 36 months thereafter.
- 6.4. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the contractor will be liable for any expenses incurred as effect thereof.

7. Technical Requirements

- 7.1. Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied.

8. Drawings

- 8.1. In some cases design drawings/ details shall be provided and in other cases not.

9. General

The Contractor shall:

- a) Provide a weekly progress report covering work which is the subject of a Task Order (or as required by the employer).
- b) Be required to participate in regular progress meetings.

10. Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

11. Procurement

COGTA will invite bidders for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide services relating to the refurbishment, maintenance, repair and implementation of water and sanitation infrastructure within each of the three (3) District Municipalities within Mpumalanga Province.

COGTA will enter into framework contracts with successful Bidders. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreement and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option D).

11.1. Promotion of secondary (developmental) procurement objectives

- 11.1.1. The Contractor shall achieve in the execution of a Task Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, local labour and skills development.
- 11.1.2. The Contractor shall provide in a format acceptable to the Project Manager, monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

12. Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Task Order.

13. Communications

All communications with the Employer which are made in terms of the contract shall be made using the standard templates provided by COGTA.

14. Issuing of Task Orders

The Employer will issue Task Orders in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM).

15. Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

C4 PROJECT SPECIFICATIONS

High Level Activities to be undertaken by the Service Provider

1. Implement projects as per the task order.
2. Compilation & Submission of Implementation Plan/s.
3. Oversee the execution of the tasks on site.
4. Conduct Risk Assessment and implement mitigation measures.
5. Quality Control and Management
6. Coordination & Reporting.
7. Based on the above and any required activity, take liability for the works under implementation
8. Training of operational staff
9. Project handover and commissioning

9.1. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- Safety, Health, Environment and Quality Policy.

10. PROCUREMENT

Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule, 80/20.

11. CERTIFICATION BY RECOGNIZED BODIES

None

12. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

13. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

None

14. PLANT AND EQUIPMENT

As required by the task order

15. MANAGEMENT

15.1. **SANS 1921 standards**

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

15.2. **Management meetings**

A Schedule of meetings will be agreed with the service provider.

15.3. **Daily records**

The Service Provider is instructed to keep a set of signed off daily diaries with specific details relating to Contract Participating Goals (CPG).

15.4. **Payment certificates**

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information is attached to the claim for payment.

Annexure 1: Proforma Task Order

<h1>Task Order (TSC)</h1> <p>for use with framework contracts based on the NEC3 TSC</p>		<div style="border: 1px solid black; padding: 10px; width: 100%;"> <i>Insert employer's logo</i> </div>
Employer:		
Unit / department:		
Contractor :		
Framework contract details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task		
Contract Data associated with the performance of the Task		
Part 1: Data provided by the Employer		
<p>The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order</p>		
Core clauses		
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>Mobile No. :</p> <p>E-mail address:</p>	
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel:</p> <p>Fax:</p> <p>Mobile No. :</p> <p>e-mail:</p>	

11.2(2)	The Affected Property is:
11.2(14)	The following matters will be included in the Risk Register
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:

Part 2: Data provided by the Contractor

Contractor's representative is (Name):

Address

Tel No.:

Fax No.

Email.

X19.7 The Contractor's Task Order programme is attached as Annexure A.

THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:

(in words)

..... ;

R..... (in figures)

<p>The above prices are valid for _____ days from the date of the <i>Contractor's</i> signature below</p> <p>Contractor's representative</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p>	<p>Acceptance by Employer</p> <p>The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p>
---	---

Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the fee.

C2.1.2 Defined Costs includes the work done by the Contractor and the subcontractor at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... **Contract skills development goal**

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... **Specification data**

..... ***Specification for direct employment generated in the refurbishment, repair, maintenance and implementation of water and sanitation infrastructure***

The Contractor shall achieve or exceed a contract local enterprise goal as stated in the SLA in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the refurbishment, repair, maintenance and implementation of water and sanitation infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... ***Specification for direct employment generated in the refurbishment, repair, maintenance and implementation of water and sanitation infrastructure***

The Contractor shall achieve or exceed a contract local direct employment goal as stated in the SLA in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be as per the SLA

The geographic area which applies to local people is as per the SLA.

19. **COMPULSORY BRIEFING SESSION**

There will be a compulsory briefing session. Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by the 10th May 2024. Email questions and answers will be consolidated and posted on the Departmental website (<https://cogta.mpg.gov.za>) for the benefit of all bidders by the 06th May 2024.

Bidders who require clarity, may contact the relevant contacts as indicated below:

20. **CONTACT PERSON**

- 20.1. Technical Enquiries:
1. Ms. SN Ndimande
COGTA – Water Services
Telephone: (013) 766 6397
E-mail: sndimande@mpg.gov.za

 2. Mr LM Machipa
COGTA – Municipal Infrastructure
Telephone: (013) 766 6503
E-mail: machipal@mpg.gov.za

20.2. Supply Chain related enquiries
 Ms. NJ Hlatshwayo
 COGTA – Supply Chain Management
 Telephone: (013) 766 6990
 E-mail:hlatshwayon@mpg.gov.za

ANNEXURE A BRIEFING MEETING SCHEDULE

No	District	Municipality	Venue/ Traditional Council	Bid Briefing Date and Time	
1	Ehlanzeni	Mbombela	Disaster Management Center	22 April 2024	10H00
2	Gert Sibande	Msukaligwa	Gert Sibande District Office	25 April 2024	10H00
3	Nkangala	Thembisile Hani	KwaMhlanga Government Complex	26 April 2024	10H00

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.**
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be

supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		6 points		
Disabled		3 points		
Youth		3 points		
Loclity (Enterprise owned by people within the district. (Attac proof of company business address; business registration document or lease agreement or PTO with municipal account or water or lights statement of account.		8 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed neces

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Pharmaceutical Product	80 %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application
.....
.....
.....

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

- -

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

- -

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
...
.....
...

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

² 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.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....
Signature Date

.....
.....
Position Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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