



MORETELE LOCAL MUNICIPALITY INVITATION TO TENDER

**BID NO: MLM/IDS/SEPTIC TANKS/26-29 REPAIRS, MAINTENANCE AND
DESLUDGING OF ALL SEPTIC TANKS IN MORETELE LOCAL
MUNICIPALITY OFFICES FOR A PERIOD OF 36 MONTHS**

NAME OF BIDDER: _____

TOTAL BID PRICE (Incl. VAT)
R _____

COMPANY'S CSD NUMBER MAAA _____

FOREWORD

This document consists of three volumes clustered to form a bid and contract namely:

1. BIDDING PROCEDURES

This volume contains the tender notice and invitation, describes the nature of the required services, and sets out the conditions of bid with which every bidder must comply when submitting a bid.

2. RETURNABLE DOCUMENTS

This volume contains the returnable schedules and forms to be completed by each bidder for evaluation purposes and which will, where applicable, form part of the contract between the successful bidder and the Employer.

3. THE CONTRACT

This volume consists of nine (9) parts, namely:

- (a) **Scope of Work (Project Specifications)**
- (b) **Pricing schedule**
- (c) **Evaluation criteria**
- (d) **Authority to Sign**
- (e) **General conditions of contract**
- (f) **Declaration of interest – MBD4**
- (g) **Declaration of the bidder’s past supply chain management practices – MBD8**
- (h) **Form of Offer and Acceptance**
- (i) **Annexures (Attachments)**

IMPORTANT NOTE

Each bidder must complete the Bid Summary Page for bid opening and administrative purposes.

1. BID SUMMARY PAGE: DETAILS OF BIDDER

| | |
|--|--|
| Name of firm/entity/enterprise | |
| Trading name (if different from above) | |

| | |
|---|---|
| Postal Address | |
| Physical Address | |
| Contact details of the bidder's proposed representative responsible for contract implementation | Name & Surname: _____ Telephone: () _____ Fax: () _____ Cell phone: _____ E-mail Address: _____ |
| Income tax reference number | |
| VAT registration number | |
| Company registration number | |
| Provide any other professional registration applicable to this industry | |
| Bidder's banking details | Name of Bank: _____ Branch name: _____ Branch code: _____ Account No: _____ |

VOLUME 1

(BIDDING PROCEDURES)

1. TENDER NOTICE AND INVITATION TO TENDER

1.1 BID NOTICE AND INVITATION

BID NO: MLM/IDS/SEPTIC TANKS/2026-2029

REPAIRS, MAINTENANCE AND DESLUDGING OF ALL SEPTIC TANKS IN MORETELE LOCAL MUNICIPALITY OFFICES FOR A PERIOD OF 36 MONTHS

Bid documents and detailed specifications will be available on the eTender Portal on or before **05 JUNE 2026**.

Bid documents will be made available through the eTender Portal and/or at the place stated in the bid data. Any fee for bid documents, if applicable, must be dealt with strictly in accordance with the Municipality's SCM policy, the Municipal Supply Chain Management Regulations and all other applicable legal prescripts.

Sealed and clearly marked bids for **BID NO. MLM/IDS/SEPTIC TANKS/2026-2029** must be placed in the bid box situated at the Finance Section, **MORETELE LOCAL MUNICIPALITY**, 4065 B Mathibestad, on or before **09 JULY 2026 at 12h00**, at which time bids received on time will be opened in public. Bidders must ensure that submissions are delivered to the correct address before the closing date and time. Late bids may not be considered, except where legislation or the Municipality's SCM policy expressly permits otherwise. Where a compulsory briefing session is prescribed in the bid data, attendance and proof thereof must be dealt with strictly in accordance with the bid conditions, the Municipality's SCM policy and applicable law. Responsiveness, disqualification and administrative compliance must be determined only on lawful, objective and clearly stated criteria contained in the bid documents and applicable legislation.

Moretele Local Municipality is not bound to accept the lowest priced bid or any bid received. The Municipality reserves the right to accept a bid in whole or in part, to cancel the bid, or not to award, subject always to section 217 of the Constitution, the MFMA, the Municipal Supply Chain Management Regulations, the Municipality's SCM policy and all other applicable legal prescripts.

This bid will be evaluated and adjudicated in accordance with section 217 of the Constitution of the Republic of South Africa, 1996; the Local Government: Municipal Finance Management Act 56 of 2003 (including sections 112 and 113); the Municipal Supply Chain Management Regulations, 2005, issued under the MFMA, as amended; Moretele Local Municipality's approved Supply Chain Management Policy; the Preferential Procurement Policy Framework Act 5 of 2000; the Preferential Procurement Regulations, 2022; the Broad-Based Black Economic Empowerment Act 53 of 2003 and applicable Codes of Good Practice; the Promotion of Administrative Justice Act 3 of 2000, where applicable; the Occupational Health and Safety Act 85 of 1993, where applicable; the Construction Regulations, where applicable; the Municipal Systems Act 32 of 2000, where applicable; and all other applicable laws, regulations, treasury guidelines and circulars governing municipal procurement.

Supply Chain Management enquiries may be directed to **Mrs Modiegi Phenya at (012) 716 1413**. Technical enquiries may be directed to **Mr P. Molautsi at (012) 716 1300**. Any administrative clarification or addenda will be issued in accordance with the Municipality's SCM policy and applicable legislation.

Municipal Manager: Mr. S Ngwenya
Moretele Local Municipality

VOLUME 2

(RETURNABLE DOCUMENTS)

RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

RETURNABLE DOCUMENTS

2.1 List of Returnable documents

The bidder must complete and submit the applicable returnable documents required by this bid. Forms must be completed legibly and signed by a duly authorised person where required. Minor administrative omissions may be dealt with in accordance with applicable law, the Municipality's SCM policy and lawful clarification procedures, provided that no bidder may be permitted to alter the substance of its offer after closing.

2.1.1 Returnable documents required only for bid evaluation purposes

Forms, Certificates and Schedules to be completed and signed

- Company specific Certificates and Information pages to be attached
- Preferential Procurement Schedules and Affidavits to be completed stamped and signed.

This information is essential for bid evaluation purposes to allocate points scored for adherence of the bidding company to the specific goals determined for this bid.

1. Compulsory Enterprise Questionnaire
 2. Records of addenda to Bid document
 3. Alterations and Qualifications by Bidder
 4. Declaration of interest
 5. Declaration by Bidder
 6. Declaration of bidder's past supply chain management practices
-
-

2.1.2 OTHER DOCUMENTS REQUIRED ONLY FOR BID EVALUATION PURPOSES

(DOCUMENTS TO BE SEPARATELY ATTACHED)

1. Registration Certificates/ Agreements/ Identity Documents
2. Proof of tax compliance status and registration on the Central Supplier Database (CSD), to the extent required by applicable law and the bid data

2.1.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

1. Record of addenda to bid documents
2. Alterations/amendment by Bidder

RETURNABLE SCHEDULES, FORMS, CERTIFICATES AND DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

1. Completed and signed Form of Offer and Acceptance.
 2. Authority of signatory / resolution or other proof of authority, where applicable.
 3. Central Supplier Database Registration Summary Report.
 4. Company registration documents and certified identity documents of directors / members, where required by the bid data.
 5. Municipal account information, lease agreement, landlord confirmation, or other proof required by the bid data to assess municipal account compliance.
 6. Letter of Good Standing with the Compensation Fund / COIDA, where applicable.
 7. Mandatory municipal bidding documents and declarations, including MBD 4 and any other declarations expressly required in the bid.
 8. Methodology, project implementation plan and waste management / compliance plan required for functionality evaluation.
 9. CVs and supporting documents for key personnel required for functionality evaluation.
 10. Proof of ownership, lease or binding access to required vehicles, plant and equipment, including Suitable vacuum tanker / honey sucker / jetting equipment and related vehicles
 11. Proof of relevant experience and references required for functionality evaluation.
 12. Any additional returnable document, certificate or evidence expressly required in the bid data.
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VOLUME 3

(THE CONTRACT)

3 SCOPE OF WORK

The following scope of work sets out the services expected from the prospective service provider in relation to septic tank cleaning, desludging, emergency response, minor associated inlet and outlet maintenance, user awareness and all related lawful disposal, safety and reporting obligations.

- Routine inspection, cleaning, desludging and lawful removal of sludge and related waste from septic tanks serving Moretele Local Municipality offices, together with minor associated maintenance necessary for the proper functioning of the septic tank system, once every three months or as otherwise instructed in writing by the Municipality during the 36-month contract period.
- The appointed service provider must develop safety plan in relation to the project
- Where requested in writing by the Municipality, provide basic user awareness material or guidance aimed at reducing misuse of the septic tank system and recurrent blockages.

3.3.4 DURATION

The service provider will be appointed for the period of (3) three years.

3.2 PRICING SCHEDULE

The rates and prices tendered must include all labour, supervision, plant, equipment, transport, consumables, lawful disposal costs, personal protective equipment, compliance costs, overheads, profit and all other costs necessary to perform the scope of work. Unless the bid data or special conditions of contract expressly provide for a lawful price-adjustment mechanism, tendered rates shall remain fixed for the period of the contract, subject to any contract amendments approved strictly in accordance with applicable legislation, the Municipal Supply Chain Management Regulations and the Municipality's SCM policy.

ROUTINE SEPTIC TANK CLEANING AND DESLUDGING

Schedule A

| ITEM | DESCRIPTION | RATES PER DAY (VAT inc) |
|------|-------------|------------------------------|
|------|-------------|------------------------------|

| | | |
|-----|---|--|
| 1 | Routine cleaning, desludging and associated septic tank maintenance to be undertaken once every three months, being 12 routine services over the 36-month contract period, on an as-and-when-required basis and subject to municipal instructions. | |
| 1.1 | Normal working days Monday to Friday | |
| 1.2 | Saturday and public holidays | |
| 1.3 | Sundays | |
| | TOTAL | |

Schedule B

| ITEM | DESCRIPTION | RATES PER DAY (VAT inc) |
|------|---|----------------------------|
| 1 | Emergency cleaning, desludging and maintenance of septic tanks | |
| 1.1 | Normal working day: 07h30 to 16h00- Monday to Friday | |
| 1.2 | Saturday and public holiday | |
| 1.3 | Sunday | |
| | TOTAL | |

Schedule C

| ITEM | DESCRIPTION | RATE ATTENDANCE (VAT incl.) | PER |
|------|--|-----------------------------------|-----|
| 1 | Minor unblocking of septic tank inlet pipework associated with the septic tank system, including basic jetting/rodding and restoration to working condition where no major civil works are required | | |
| 2 | Minor unblocking of septic tank outlet pipework associated with the septic tank system, including basic jetting/rodding and restoration to working condition where no major civil works are required | | |

| | | |
|--|-------|--|
| | TOTAL | |
|--|-------|--|

Schedule D

| ITEM | DESCRIPTION | RATE PER ATTENDANCE / UNIT (VAT incl.) |
|------|--|--|
| 1 | Additional emergency vacuum tanker attendance where a second or follow-up tanker/load is required during a single incident or service request | |
| 2 | Supply and fit minor replacement fittings directly associated with septic tank lids, access covers, inspection covers or similar minor consumable items necessary to secure the tank after service, where specifically instructed in writing by the Municipality | |
| | TOTAL | |

USER AWARENESS AND EDUCATIONAL SUPPORT

Schedule E

| ITEM | DESCRIPTION | RATES ONCE PER YEAR (VAT incl) |
|------|---|---------------------------------|
| 1 | Educational awareness and user guidance for all municipal offices and libraries, where required by the Municipality | |

| ITEM | SCHEDULE | Tendered Total for Evaluation Purposes |
|------|--------------|---|
| 1 | A | Routine cleaning, desludging and associated routine septic tank services |
| 2 | B | Emergency cleaning, desludging and associated emergency septic tank services |
| 3 | C | Minor associated inlet and outlet maintenance directly related to the septic tank system |
| 4 | D | Additional emergency support items and minor consumable replacements directly associated with septic tank servicing |
| 5 | E | User awareness and educational support related to septic tank system care and proper use |
| 6 | TOTAL | Tendered total amount carried to the Form of Offer for evaluation purposes |



4.2 OVERVIEW OF EVALUATION PROCESS

This bid will be evaluated in stages comprising responsiveness, functionality (where applicable), price and specific goals.

- 1) First, bids will be checked for responsiveness against the bid conditions, mandatory returnables expressly stated in the bid data, and all lawful minimum requirements.
- 2) Second, where functionality is applicable, responsive bids will be scored against objective functionality criteria set out in this document, and only bids achieving the stated minimum threshold will proceed to the next stage.
- 3) Third, qualifying bids will be evaluated on price and specific goals in accordance with the Preferential Procurement Policy Framework Act, 2000, the Preferential Procurement Regulations, 2022, and the Municipality's approved policy.
- 4) The bid with the highest total points must be recommended for award, unless objective criteria as contemplated in applicable law justify a different outcome.
- 5) If two or more bids score equal total points, the deadlock must be broken in accordance with the Preferential Procurement Regulations, 2022 and the Municipality's approved preferential procurement policy.

4.2.1 STAGE EVALUATION

Stage 1 - Responsiveness

All bids will, upon opening and before detailed evaluation, be assessed to determine whether each bid was properly received by the closing date and time, is substantially responsive to the bid conditions, and complies with the lawful minimum requirements stated in the bid documents.

- a) meets the requirements of these Conditions of bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

A bid may be regarded as non-responsive only if, for example:

- the bid was submitted late;
- the bid was not signed by a duly authorised person where signature is required;
- the bidder failed to meet an express and lawful mandatory requirement stated in the bid data;
- the offer is materially incomplete or ambiguous in a manner that cannot lawfully be clarified without altering the substance of the bid; or
- the bidder fails to provide a lawful clarification or supporting information requested within the time stated by the Municipality, where such clarification does not permit a material change to the bid.

4.3.1. Clarification of a bid offer

The Municipality may seek written clarification from a bidder on any aspect of a bid that is unclear or ambiguous, provided that such clarification does not result in any change to the price, specific goals claim, substance of the bid, or any unfair advantage to the bidder.

4.3.2 Evaluation of Bids

Evaluation method

The procedure for evaluation of responsive bids is: (i) assess functionality where applicable; (ii) only bids that meet the minimum functionality threshold proceed further; and (iii) evaluate qualifying bids on price and specific goals using the applicable preference point system stated in the bid data and the Municipality's approved policy.

After functionality (if applicable), qualifying bids will be evaluated on price and specific goals using the applicable 80/20 or 90/10 preference point system prescribed by the Preferential Procurement Regulations, 2022 and the Municipality's approved policy.

The lowest acceptable tender will score the maximum price points, and points for specific goals will be allocated only in accordance with the specific goals stated in the tender data and the Municipality's approved policy.

No separate preference points may be awarded except as authorised by the Preferential Procurement Regulations, 2022 and the Municipality's approved policy.

Where this bid falls within the 80/20 system, a maximum of 80 points will be allocated for price and 20 points for specific goals, unless the tender data lawfully indicates otherwise because of the estimated Rand value.

NOTE: If, after bids have been brought to comparative level, two or more bids score equal total points, the Municipality must break the deadlock in accordance with the Preferential Procurement Regulations, 2022 and the Municipality's approved preferential procurement policy. Award may be made to a bidder not scoring the highest points only where objective criteria, in addition to those contemplated in the Act and Regulations, justify such award.

A. Relevant expertise

The schedule of relevant expertise must be completed and must identify the proposed service provider team or key individuals, including any sub-contractors where applicable.

- Names: with team/ project leader and main contact person clearly identified, and professional registration with prescribed institutions.
- CV's of each team member identified must be submitted with the Bid.
- List of recent work undertaken in similar/related fields. It is essential that suitably qualified and experienced personnel be assigned to this project.

B. Recent and previous experience

The schedule of previous experience must list recent and previous work of a similar nature undertaken by the firm or proposed personnel. Provide proof of relevant experience supported by at least three contactable references.

4.4.1 The Evaluation Criteria for Functionality and Quality are as follows:

Only tenderers who score the minimum functionality threshold stated below will proceed to evaluation on price and specific goals. Functionality criteria must be objective, measurable, relevant to the services required, and may not duplicate price or preference point considerations.

| Description of functionality criteria | Maximum points |
|---|----------------|
| Relevant company experience in septic tank desludging, cleaning, emergency response and closely related sanitation maintenance services | 35 |
| Qualifications and relevant experience of key personnel proposed for contract management, supervision and safe execution of the services | 25 |
| Availability of suitable plant, vehicles, equipment and proof of ownership, lease or access arrangements necessary to perform the services safely and timeously | 25 |
| Method statement, emergency response arrangements, lawful disposal approach, record-keeping and occupational health and safety implementation relevant to the scope | 15 |

The applicable preference point system will be applied in terms of the Preferential Procurement Policy Framework Act 5 of 2000 and the Preferential Procurement Regulations, 2022, read with the Municipality’s Preferential Procurement Policy and any bid-specific goals stated in the tender data.

For this bid, 80 points will be allocated for price and 20 points for specific goals, or such other preference point system as may lawfully apply based on the estimated Rand value and the tender data. Specific goals and the evidence required to claim such points must be stated in the bid data and evaluated in accordance with the Municipality’s approved policy and the 2022 Regulations.



EVALUATION CRITERIA

EVALUATION CRITERIA (FUNCTIONALITY)

| Item | Criteria | Points | Weighting | Total score |
|------|--|--------|-----------|-------------|
| 1 | <p>Relevant company experience</p> <p>7 or more similar completed assignments supported by appointment letters or contactable references = 35 points</p> <p>4 to 6 similar completed assignments = 25 points</p> <p>1 to 3 similar completed assignments = 15 points</p> <p>No proven similar experience = 0 points</p> | 0-35 | 35 | |
| 2 | <p>Key personnel</p> <p>Appropriately qualified and experienced contract manager/supervisor with clearly demonstrated sanitation, plumbing, wastewater, civil maintenance or related experience, supported by CVs and proof of qualifications.</p> <p>Excellent relevance and experience = 25 points; adequate relevance and experience = 15 points; limited relevance and experience = 5 points; no adequate proof = 0 points.</p> | 0-25 | 25 | |
| 3 | <p>Plant and equipment</p> <p>Suitable vacuum tanker / honey sucker / jetting equipment and related vehicles or lawful access arrangements proven by registration papers, lease agreements or signed commitments.</p> <p>Comprehensively adequate resources = 25 points; substantially adequate = 15 points; partially adequate = 5 points; inadequate or no proof = 0 points.</p> | 0-25 | 25 | |
| 4 | <p>Method statement, safety and disposal arrangements</p> <p>Quality of method statement covering routine and emergency response, lawful sludge disposal,</p> | 0-15 | 15 | |

| | | | | |
|--|---|--|------------|--|
| | reporting, incident management and occupational health and safety implementation. Excellent = 15 points; acceptable = 10 points; limited = 5 points; absent/inadequate = 0 points. | | | |
| | Minimum functionality threshold: 70 points out of 100 | | 100 | |

4.4.2 Preference points for specific goals will be allocated in terms of the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, read with the Municipality’s approved preferential procurement policy.

| Specific goals applicable to this tender | Points allocated by the Municipality (80/20 or 90/10, as applicable) | Points claimed by tenderer |
|---|---|-----------------------------------|
| HDIs (Who had no franchise on national elections before the 1983 and 1993 constitution) / black ownership | 5 | |
| Points for 51% Women’s Equity | 5 | |
| Points for black person with Disability | 2.5 | |
| Points for 51% owned Youth firm | 5 | |
| Points for Locality (Contractors domiciled in the North West Province) | 2.5 | |
| Total specific goals points | 20 | |

The Municipality reserves the right to verify all information submitted in relation to this bid. Any material misrepresentation, false declaration or failure to provide requested proof may be dealt with in accordance with applicable legislation, the bid conditions and the Municipality’s SCM policy.

5.1 AUTHORITY TO SIGN

Indicate the status of the bidder by marking the appropriate box below. The bidder must complete the certificate applicable to the relevant legal entity.

| (I) Company | (II) Close Corporation | (III) Partnership | (IV) Joint Venture | (V) Sole Proprietor |
|----------------|---------------------------|----------------------|-----------------------|------------------------|
| | | | | |

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) Certificate for Company

I,, chairperson of the Board of Directors of
, hereby confirm that by resolution of the Board (copy
 attached) taken on 20....., Mr/Ms, acting in

the capacity of, was authorized to sign all documents in

Connection with the Bid no: **MLM/IDS/SEPTIC TANKS/26-29** and any contract resulting from it, on behalf of the company.

Chairman:

As Witness: 1.

2.

Date :

(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as, hereby authorize Mr/Ms, acting in the capacity ofto sign all documents in connection with the Bid for

MLM/IDS/SEPTIC TANKS/26-29 and any contract resulting from it, on our behalf.



| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

Note : This certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
hereby authorize Mr/Ms.
acting in the capacity of
, to sign all documents in connection with the Bid
 for **MLM/IDS/SEPTIC TANKS/26-29** and any contract resulting from it, on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

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

(IV) Certificate for Joint Venture (JV)

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorize Mr/Ms
,authorized signatory of the
 company..... acting in the capacity of lead partner,

to sign all documents in connection with the Bid offer for **MLM/IDS/SEPTIC TANKS/26-29** and any contract resulting from it, on our behalf.

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



| Name of Company | Address | Duly Authorized Signature |
|-----------------|---------|---------------------------|
| Lead Partner | | Signature |
| | | Name |
| | | Designation |
| Lead Partner | | Signature |
| | | Name |
| | | Designation |

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of individual Companies.

(V) Certificate for Sole Proprietor

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

Signature of Sole Owner :

Date:

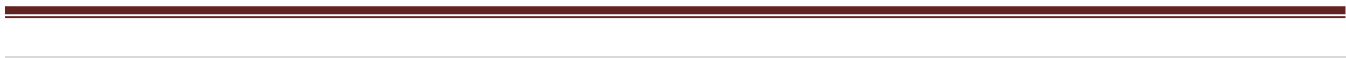
As Witnesses:

.....

Date:

6.0 APPLICABLE LEGISLATION AND LEGAL COMPLIANCE

This bid and any contract arising from it must be interpreted and implemented subject to section 217 of the Constitution of the Republic of South Africa, 1996; the Local Government: Municipal Finance Management Act 56 of 2003; the Municipal Supply Chain Management Regulations, 2005, as amended; Moretele Local Municipality’s approved Supply Chain Management Policy; the Preferential Procurement Policy Framework Act 5 of 2000; the Preferential Procurement Regulations, 2022; the Broad-Based Black Economic Empowerment Act 53 of 2003 and applicable Codes of Good Practice; the Municipal Systems Act 32 of 2000, where applicable; the Promotion of Administrative Justice Act 3 of 2000, where applicable; the Occupational Health and Safety Act 85 of 1993 and all other applicable laws, treasury regulations, circulars and guidelines. In the event of any conflict between this bid document and applicable legislation, the legislation prevails and this document must be read subject thereto. The Public Procurement Act 28 of 2024 has been assented to but is not yet in force. Until such time as its relevant provisions are brought into operation for municipalities, this bid remains governed by the current constitutional, MFMA and PPPFA procurement framework and any applicable municipal SCM prescripts.



6.1 GENERAL CONDITIONS OF CONTRACT

The National Treasury General Conditions of Contract, July 2010, form part of this bid and may not be amended. Any bid-specific requirements must be dealt with in the Special Conditions of Contract or bid data, and in the event of conflict the applicable law and any lawful special conditions will prevail.

6.1.1 Special municipal compliance provisions

Award of this bid and conclusion of any resulting contract remain subject to lawful budgetary provision, internal approval in terms of the Municipality's system of delegations, and compliance with all applicable procurement legislation and the Municipality's SCM policy.

No bidder acquires any contractual or other enforceable right merely because it is recommended for award or receives informal communication of an intended award. Rights arise only upon lawful acceptance and conclusion of the contract in accordance with applicable law.

No retrospective approval, informal instruction or unauthorised conduct may validate procurement or contract changes that were not approved in accordance with the applicable legal framework.

TABLE OF CLAUSES

1. Definitions
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 22. Penalties
 23. Termination for default
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 27. Settlement of Disputes
 28. Limitation of Liability
 29. Governing language
 30. Applicable law
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 32. Taxes and duties
 33. Transfer of contracts
-
-

34. Amendments of contracts

1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted

to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

1.26 “Tort” means in breach of contract .

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

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

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

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

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

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

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

4. Standards 4.1 the goods supplied shall conform to the standards mentioned in the bidding document and specifications.

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections , tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract ;and;
-
-

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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

18. Variation orders

18.1 No variation, amendment, extension, expansion, reduction or other contract modification may be implemented except in accordance with applicable legislation, the Municipality's delegated

authority framework, approved contract management processes, the Municipal Supply Chain Management Regulations and the Municipality's SCM policy.

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury ,with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices 31.1 Any notice, instruction, acceptance, demand or other communication under the contract must be in writing and delivered by hand, courier, post, email or any other method stated in the bid data or special conditions of contract, subject to applicable law.

31.2 A notice is effective when received, or on the date deemed received in terms of the applicable law, bid data or special conditions of contract.

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 may be awarded to a bidder whose tax affairs do not comply with applicable legal requirements at the time of award. Tax compliance must be verified in the manner prescribed by law, including through the Central Supplier Database or such other lawful verification mechanism as may apply.

32.4 No contract may be awarded where a legal prohibition relating to arrear municipal rates, taxes or municipal service charges applies to the bidder, its directors or related persons, to the extent provided for in applicable legislation, the Municipal Supply Chain Management Regulations, the Municipality's SCM policy and the bid data.

33. Transfer of contracts

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

34. Amendment of contracts

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

7.1 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

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

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

.....
.....

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

3.7.1 If so, furnish particulars.

.....
.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.8.1 If so, furnish particulars.

.....
.....

3.8 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

3.9.1 If so, furnish particulars

.....
.....

10 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service **YES / NO**



of the state?

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name



7.2 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document forms part of the bid.

- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....

.....



Signature

Date

.....
Position

.....
Name of Bidder

7.3 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The **Employer**, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following services:

BID NO: MLM/IDS/SEPTIC TANKS/26-29

INVITATION TO TENDER: REPAIRS, MAINTENANCE AND DESLUDGING OF ALL SEPTIC TANKS IN MORETELE LOCAL MUNICIPALITY OFFICES FOR A PERIOD OF 36 MONTHS

The **Bidder**, identified in the Offer signature block below, has examined the documents listed in the Bid , and by submitting this Offer has accepted the Conditions of Bid.

By signing this part of the Form of Offer and Acceptance, the Bidder offers to perform the services described in the bid at the tendered schedule rates, as and when instructed by the Municipality during the contract period, subject to the contract, the Municipality’s lawful instructions, budget availability and all applicable legislation.

- *The contract is a term contract for a period of 36 months and does not guarantee any minimum quantity or value unless expressly stated elsewhere in the bid data.*
- *Services will be requested by means of lawful written instructions, orders or call-offs issued by authorised municipal officials.*
- *Any work outside normal hours, emergencies, or additional lawful requirements must be dealt with strictly in accordance with the tendered schedule rates, the contract and authorised municipal instructions.*

THE TENDERED TOTAL IS INCLUSIVE OF VALUE-ADDED TAX.

.....
.....Rand (in words);



R..... (in figures), being the total tendered amount derived from the pricing schedules for evaluation purposes and the application of the preference point system. Unless expressly stated otherwise in the bid data, this amount does not constitute a guaranteed commitment by the Municipality to spend that value.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid , whereupon the Bidder becomes the party named as the Service Provider in the Conditions of Bid .

FOR THE BIDDER:

Signature

Name

Capacity

Name and Address of Organization

Name : -----

Address : -----

Signature and Name of Witness

Signature

Name

Date: -----

B. ACCEPTANCE

By signing this part of the **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 Bid and the contract documents. Acceptance of the Bidder's Offer forms an agreement between the Employer and the Bidder on the terms and conditions contained in this Agreement and the contract documents. Notwithstanding anything to the contrary, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document. Unless the Bidder, now the Service Provider, notifies the Employer in writing within five days of receipt of any reason why it cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

FOR THE EMPLOYER:

Signature

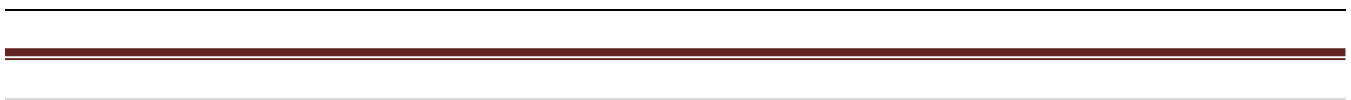
Name

Capacity

Name and Address of Organization

Name: _____

Address: _____



Signature and Name of Witness

Signature

Name

Date: -----