

# GAMAGARA LOCAL MUNICIPALITY



**GM2026/226**

## **SUPPLY, DELIVERY AND OFF-LOADING OF CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR A PERIOD OF 36 MONTHS**

|                            |                                      |             |
|----------------------------|--------------------------------------|-------------|
| <b>BIDDERS NAME:</b>       |                                      |             |
| <b>CONTACT NUMBERS</b>     | <b>Phone:</b>                        | <b>Fax:</b> |
| <b>CSD REGISTRATION NR</b> |                                      |             |
| <b>BBBEE STATUS LEVEL</b>  |                                      |             |
| <b>BID AMOUNT:</b>         | R _____<br>(VAT inclusive)           |             |
| <b>CLOSING DATE</b>        | <b>26 November 2026<br/>10:00 AM</b> |             |

|                          |                       |
|--------------------------|-----------------------|
| <b>For Office Use</b>    | <b>OFFICIAL STAMP</b> |
| <b>Official 1:</b> ..... |                       |
| <b>Official 2:</b> ..... |                       |

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**SECTION 1.1: INVITATION TO TENDER**  
**GAMAGARA LOCAL MUNICIPALITY**



**BID NOTICE No. GM 2026/226**

**SUPPLY, DELIVERY AND OFF-LOADING OF CHEMICALS FOR WATER AND WASTEWATER TREATMENT  
FOR A PERIOD OF 36 MONTHS**

Qualified and experienced service providers are invited to submit bids for the supply, delivery and off-loading of chemicals for water and wastewater treatment over a 36-month period.

Bid documents containing specifications will be available on the e-tender portal: <http://www.etenders.gov.za/content/advertised-tenders> and on the Gamagara municipal website: [www.gamagara.gov.za](http://www.gamagara.gov.za).

A **compulsory clarification** meeting with representatives from the Employer will take place at the **Municipal Town Hall next to Gamagara Municipality offices in Kathu on Thursday, 05 November 2026 starting at 10h00**. Only tenderers who attend the clarification meeting shall be eligible to submit tenders.

Sealed tender document marked "**GM2026/226 SUPPLY, DELIVERY AND OFF-LOADING OF CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR A PERIOD OF 36 MONTHS**", must be placed in the tender box at the Municipal Offices, Cnr Hendrick van Eck and Frikkie Meyer Road, Kathu, 8446 not later than **10:00 on 26 November 2026** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

Bids will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2022. The **two-stage evaluation process** will be followed in evaluating this tender. Firstly, it will be evaluated on functionality and thereafter on price and preference for bidders that pass the first stage.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Ditebogo Sebuasengwe or Mr Peter Kekana at telephone (053) 723-6000 & emails [sebuasengwed@gamagara.gov.za](mailto:sebuasengwed@gamagara.gov.za) or [kekanap@gamagara.gov.za](mailto:kekanap@gamagara.gov.za). Enquiries pertaining to the completion of the documents can be addressed to Mrs Josephine Nampa at telephone (053) 723-6000 email [nampaj@gamagara.gov.za](mailto:nampaj@gamagara.gov.za).

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

MR. L. Seetile  
MUNICIPAL MANAGER  
P.O. BOX 1001  
KATHU  
8446

## **SECTION 1.2: GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 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 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.

1.13. 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.

1.14. "Fraudulent practice" means a misrepresentation of facts 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.

1.15. "GCC" means the General Conditions of Contract.

1.16. "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17. "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.

1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.21. "Project site" where applicable, means the place indicated in bidding documents.

1.22. "Purchaser" means the organization purchasing the goods.

1.23. "Republic" means the Republic of South Africa.

1.24. "SCC" means the Special Conditions of Contract.

1.25. "Services" means those functional services ancillaries 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.

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

1.27. "Tort" means in breach of contract.

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

1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **(b) 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.

### **(c) 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.

### **(d) Standards**

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

### **(a) 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 as 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.

**(b) 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.

**(c) 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:

7.3.1. 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

7.3.2. 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.

**(a) 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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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. 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 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.

#### **(a) 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 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' 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, and in any subsequent instructions ordered by the purchaser.

#### **(b) Delivery**

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

**(c) Insurance**

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.

**(d) Transportation**

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

**(e) Incidental**

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods.

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods.

13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.5. 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.

**(d) Spare parts**

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

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **(a) 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 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 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, 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.

#### **(b) 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 by the purchaser **no later than thirty (30)** days after submission of an **invoice, statement** or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

### **(c) Prices**

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, except for any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

### **18. Variation orders**

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted if there is no escalation in price.

### **19. Assignment**

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**

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, 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 supplies 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 without the application of penalties.

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

## **Penalties**

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.

## **22. 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:

23.1.1. if the supplier fails to deliver any or all 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;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. 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 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 purchase 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:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and

23.6.4. 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**

When, after the date of bid, provisional payments are required, or antidumping 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**

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,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due 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;

28.1.1. 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

28.1.2. 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**

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**

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

## **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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **33. Transfer of contracts**

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**

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.

### **35. Prohibition of restrictive practices.**

35.1. 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.

35.2. 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 section 59 of the Competition Act No 89 Of 1998.

35.3. 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.

### SECTION 1.3: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 The tender is for the supply and delivery of chemicals for the Gamagara Local Municipality for a period 36 months.
- 1.4.2 The price should include VAT, supply and delivery and be valid for 90 days
- 1.4.3 Time for delivery of the goods and performance of services must be indicated by the supplier within the tender response.
- 1.4.4 No guarantee can be given on the quantities of chemicals that will be purchased under this contract. The given quantities are just a guideline and based on the current consumption.
- 1.4.5 Bidders must supply their own equipment and manpower for offloading.
- 1.4.6 The tenderer shall use transport that complies with safety requirements for transportation of hazardous chemicals
- 1.4.7 Drivers transporting dangerous goods/hazardous chemicals must be appropriately licensed, trained and certified for the class of dangerous goods transported, and proof must be submitted where applicable.
- 1.4.8 The supplier will be required to perform a jar test to prove that their product can perform before final appointment is issued.
- 1.4.9 The tenderer shall ensure that delivery trucks are compatible with the existing municipality equipment / systems plants holding tanks and delivery points
- 1.4.10 The Municipality reserves the right to change the order quantity according to need.
- 1.4.11 Any receptacles and / or vessels for containing chemicals supplied such tankers, cylinders or drums must be delivered in Leak Proof / Undamaged containers.
- 1.4.12 The appointed bidders must confirm with the technician for water about the available dosing systems & infrastructure.
- 1.4.13 Delivery must be made to Gamagara Municipality on the following points
- Kathu water treatment works
  - Kathu wastewater treatment works
  - Kathu Eastern Reservoir
  - Dibeng municipal stores (25km radius from Kathu)
  - Olifantshoek municipal stores (50km radius from Kathu)
- 1.4.14 The bid will be evaluated on the total amount per category.

1.4.15 The estimated quantities will be used for evaluation purposes.

1.4.16 The Municipality reserves the right to change the order quantity according to need.

#### **1.4.2 Acceptance or Rejection of a Tender**

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

#### **1.4.3 Registration on Central Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

#### **1.4.4 Completion of Tender Documents**

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

#### **1.4.6 Compulsory Documentation**

##### **1.4.6.1 National Sanitation Foundation Certificate**

- (a) Bidder must be **National Sanitation Foundation** Certified (NSF) and proof of such must be attached to this bid.

##### **1.4.6.2 Tax Clearance Certificate**

- (a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

#### **1.4.6.3 Municipal Rates, Taxes and Charges**

(a) A copy of the bidder's (in the name of the company and/or lease agreement) and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

#### **1.4.6.4 Authorised Signatory**

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

#### **1.4.6.5 Site / Information Meetings**

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners, or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **1.4.6.6 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

#### **1.4.6.7 Quantities of Specific Items**

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

#### **1.4.6.8 Submission of Tender**

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at Gamagara Local Municipality's Main Building, Cnr. Hendrick Van Eck & Frikkie Meyer Street, Kathu 8446 by not later than 10:00 on 26 November 2026.**

(e) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### **1.4.6.9 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

#### **1.4.6.10 Contact with Municipality after Tender Closure Date**

Bidders shall not contact Gamagara Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of Gamagara Local Municipality, it should do so in writing. Any effort by the firm to influence Gamagara Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### **1.4.6.11 Opening, Recording and Publications of Tenders Received**

- (d) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (e) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (f) Faxed, e-mailed and late tenders will not be accepted.

#### **1.4.7 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

##### **1.4.7.1 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

##### **1.4.7.2 Contract**

The successful bidder will be expected to sign a Service Level Agreement to signify the conclusion of the contract. This will constitute the full agreement between the Municipality and the successful bidder.

##### **1.4.7.3 Subcontracting**

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
  - a. the provision of labour, or
  - b. the purchase of materials which are in accordance with the Contract, or
  - c. the purchase or hire of Construction Equipment.

#### **1.4.7.4 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

#### **1.4.7.5 Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

#### **1.4.7.6 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions

#### **1.4.7.7 Wrong Information Furnished**

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

#### **1.4.7.8 Past Practices**

(d) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(e) The bid of any bidder may be rejected if it is or has been found that the bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(f) The bid of any bidder may be rejected if it is or has been found that the bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

#### **1.4.7.9 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

#### **1.4.7.10 Enquiries**

Technical enquiries in connection with this tender, prior to the tender closing date, may be addressed to Mr Ditebogo Sebuasengwe at [sebuasengwed@gamagara.gov.za](mailto:sebuasengwed@gamagara.gov.za) or Mr Peter Kekana at [kekanap@gamagara.gov.za](mailto:kekanap@gamagara.gov.za) both at telephone (053) 723 6000.

Administrative enquiries can be addressed to Mrs Josephine Nampa at [nampaj@gamagara.gov.za](mailto:nampaj@gamagara.gov.za) telephone 053 723 6000.

## **SECTION 1.4: TERMS OF REFERENCE**

### **1.0 SCOPE OF WORKS**

The purpose of the tender is to appoint a suitably experienced and qualified supplier for the supply, delivery and off-loading of water and wastewater treatment chemicals and the related items/services specified in this tender on as and when required basis to the municipality. The following is covered in the scope of work:

1. Ensuring that the municipality receives uninterrupted supply of HTH and Chlorine chemicals to various sites detailed in the specification.
2. Supply, delivery, offloading, stock control and assurance of performance of HTH and Chlorine chemicals to various water treatment plants in the municipality.
3. The disinfecting chemicals shall be able to produce drinking water which complies with SANS 241 quality standards.
4. The bidder must demonstrate an appropriate quality-management system and submit product approval/certification for chemicals intended for potable-water treatment, together with product data sheets stating composition, concentration and maximum recommended dosing limits.
5. Delivery of the stock will be for primary business of Gamagara Local Municipality e.g. Kathu WTW & WWTW.
6. All chemicals intended for potable-water treatment must be certified/approved for drinking-water use in accordance with an applicable recognised standard, such as NSF/ANSI/CAN 60 or an equivalent recognised potable-water chemical standard acceptable to the Municipality. Documentary proof must be submitted for each applicable product.
7. The tenderer shall comply with lead times and delivery times to be specified in the tender document.
8. The tenderer shall be duty bound to supply a certificate of analysis for each batch of delivery.
9. The tenderer shall use transport that complies with safety requirements for transportation of hazardous chemicals.
10. Drivers transporting dangerous goods/hazardous chemicals must be appropriately licensed, trained and certified for the class of dangerous goods transported, and proof must be submitted where applicable.
11. The tenderer shall comply to The Occupational Health and Safety Act 85 of 1993, section 10(3) and Gamagara municipality Health and Safety Specifications and provide the following:

- a. SHE plan, provide the municipality with comprehensive SHE plan before commencement of work.
- b. Drivers transporting dangerous goods/hazardous chemicals must be appropriately licensed, trained and certified for the class of dangerous goods transported, and proof must be submitted where applicable.
- c. SABS/SANS 10229 code of practice for the packaging of dangerous goods and safe road and rail, transportation and MSDS (material safety data sheet) must be supplied for the product.

12. The tenderer shall provide training services to Gamagara Local Municipality water personnel with specific training with regard to safe use and handling of HTH and Chlorine gas.

13. The tenderer shall provide a concise company profile as detailed in the tender document.

14. Letter of good standing with COID.

15. Proof of Public Liability Cover or letter of Intent to Provide Public Liability Cover.

16. The tenderer shall ensure that delivery trucks are compatible with the existing municipality equipment / systems plants holding tanks and delivery points. Any receptacles and / or vessels for containing chemicals supplied such as tankers, cylinders or drums must be delivered in Leak Proof / Undamaged containers.

#### **17. Safety of DWTC in Drinking Water.**

The DWTC (Drinking Water Treatment Chemical) supplied to the purchaser shall be suitable and comply in all respects with applicable SANS/BS codes and NSF prescriptions in regards to residual amounts of these chemicals, by-products and other contaminants in their formulations.

18. The tenderer shall provide the necessary qualification documents of its technical staff (Minimum Class V Process Controller) who will be carrying out the test and performance of the products at the various plants once monthly.

### **ELIGIBILITY CRITERIA**

The standard eligibility criteria to municipal sector bids will be applicable. In addition, the following conditions will be applicable and if not complied with bids will be regarded as non-responsive.

#### **1. Approval for use in Potable Water**

Tenders will only be considered if documentation is produced stating, to the satisfaction of the municipality that the use of the product in potable water has the approval of the South African Department of Health, or any other recognised and approved authority such as International bodies, the NSF. The successful bidder must be NSF or ISO 9001 compliant.

#### **2. Manufacturer or approved agent status.**

Bidders are required to either be certified chlorine manufacturers or be approved distribution agent for the manufacturer. The relevant documentation is to be produced to the satisfaction of the municipality.

### **3. Entity registration for transportation of hazardous products.**

Proof of registration for transportation of dangerous goods / products in accordance with relevant legislation is to be provided and registration of delivery vehicles in terms of Reg.275 of the National Road Traffic Act No 93 of 1996.

### **4. Quality Certification**

The manufacturer is required to be certified for NSF quality management system. Proof of current certificate to be provided. (ISO 9001)

### **5. Public Liability Cover**

The successful bidder will be required to submit Public Liability Insurance to the value of R5M within 14 days after the appointment

### **6. Hazchem Certification of driver**

All drivers are required to be Hazchem certified and proof thereof to be provided.

### **7. Emergency Response and Environmental Management Plan**

The supplier must ensure that an emergency plan in case of unforeseen events during the transportation and delivery of the DWTC (Drinking Water Treatment Chemical), particularly driver training in this regard, communication, first responders, fire and spill control, decontamination, recovery, rehabilitation and incident reporting and investigation.

### **8. Letter of Good Standing with COID**

### **9. Training**

It is required of the successful bidder to provide training material and lectures for Gamagara Local Municipal staff with specific regard to the safe use, handling of polymeric chemicals and optimisation with automatic dosing equipment.

Training courses are to be hosted at municipal premises. A maximum of one training course is required per calendar year for approximately 20 delegates per course. The required wall charts and Hazchem labels must also be supplied by the successful bidder on a free of charge basis to Gamagara Local municipality. Proof in the form of a certificate must be provided to each delegate for the necessary training received.

### **10. Assurance of Supply.**

Assurance of supply from the bidder's supplier or manufacturer is required.

Proof to be provided. e.g. 1. Tender Company is manufacturer of chemical offered, or 2. Distributor –Written agreement between source and supplier.

11. All tendered chemicals must comply with relevant SABS / NSF quality standards. Relevant document to be provided.

**Failure to provide or comply with any of the above may result in your bid being disqualified.**

## **UNIT PROCESSES AT THE WATER TREATMENT WORKS**

### **1.1 Water treatment at water treatment works:**

- (a) Dosing of primary liquid coagulant and dosing pump.
- (b) Sedimentation
- (c) Filtration
- (d) Disinfection with the aid of chlorine gas
- (e) chemical data charts need to be submitted
- (f) Once appointed the successful bidder would be required to perform a jar test. The jar test report and MSDS and PDS must be supplied. The appointment will be revoked if the jar test fails to comply to the required standard.

### **1.2 Water treatment at semi-urban water treatment works:**

- (a) Disinfection with the aid of a Hypochlorite and sometimes with HTH solution

## **2. SUPPLIER'S PROFESSIONAL AND FUNCTIONAL REQUIREMENTS**

### **1.1 Overall responsibility for the supplying process from the Supplier is to be vested in a technical capable company who shall have the following characteristics:**

- (a) An appropriate product agent or have appropriate access to the product manufacturer within the South African region.

## **SECTION 2: SPECIFICATIONS**

### **SPECIFIC REQUIREMENTS SUPPLY AND DELIVERY OF CHEMICALS FOR WATER AND WASTE WATER TREATMENT**

Bidders are required to quote on the following listed chemicals for the specific points of delivery;

#### **Chemicals**

- Chlorine Gas 70kg
- Sodium Hypochloride 3000l
- Phosphate 210L
- HTH Granular Chlorine 25kg
- Calcium Hydroxide (Lime) 20kg
- HTH Water Purification Pills 2kg

#### **Reagents**

- Hach DPD for Free Chlorine 10ml Sample (Tablet)
- Free Chlorine powder (100 Sachets)
- Distilled water (5L)
- Nitrate reagent for 10ml sample
- Nitrite Reagent for 10mL Sample
- Ammonia reagent for 10ml Sample
- TNT plus 821 LR (3-150.COD)
- TNT plus 822 HR (20-1500mg/l COD)

#### **Equipment**

- Dosing pumps (DDE 15-4B-PVC/V/C -X -331002FG)
- Chlorinator Hydro Series 800 - 2.0kg/h
- Chlorine Cylinder Scale

#### **Calibration of Instrument**

- Hach DR 3900
- Hach DRB 200
- Hach 2100Q portable turbidity meter
- Hach HQ40d multi meter PH and Electric Conductivity
- Hach HQ 30d DO meter
- SC400 Colorimeter Chlorine
- P613 PH /Conductivity meter

**Please Note:** No guarantee can be given to the quantity of chemicals that will be purchased under this contract. The given quantities are just a guideline and based on the current consumption.

## **6. METHOD OF DELIVERY AND ADDRESS**

6.1 Goods and services must be delivered as a whole.

- (a) Liquid Coagulants to be off-loaded directly into the bulk storage tanks in the chemical dosing building at the Water Treatment Works. See details below:

### **6.2 Delivery must be made to**

Gamagara Municipality on the following points

- (a) Kathu water treatment works
- (b) Kathu wastewater treatment works
- (c) Dibeng municipal stores (25km radius from Kathu)
- (d) Olifanshoek municipal stores (50km radius from Kathu)
- (e) Kathu Eastern Reservoir

All deliveries will be done in the presence and under the control of the Water and Wastewater Process Controller and/or Assistant Superintendent, or his nominee, who will certify receipt of quantities delivered.

Approved transport for such chemical need to be used

Please note the service provider must provide their own crane service for the off-loading of chemicals and gas cylinders.

## **7. EVALUATION**

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

- Relevant specification
- Compliance with administrative requirements
- Capability to execute the contract.
- GLM SCM Policy
- PPPFA & associated regulations

### **Stage 1: Administrative Compliance**

- I. Complete MBD forms
- II. Company registration documents
- III. Bidders must submit a soft copy, on a read-only/write protected media containing all the tender/bid documents submission together.
- IV. Municipal current rates account not more than three months old should be submitted for the bidder and directors. In the absence of municipal account, Lease agreement or a dated stamped letter from tribal authority for both bidder and directors.
- V. Original or certified valid copy of BBB-EE Certificate (SANAS accredited) or Sworn affidavit.

Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the tendering process. They will score points out of 80 for price only and zero (0) points out of 10 for B-BBEE and 10 for Locality. Certified valid copy of BBBEE certificate or sworn affidavit (if not submitted take note that, it won't be requested since it is a scoring document)

**NOTE:**

- a) The JV partners must submit both mandatory and administrative documents for each company.
- b) The client reserves the right to verify information provided by bidder
- c) The bidders must comply with all terms and conditions including requirements as stipulated in the Tender Documents to be evaluated further.
- d) GLM is not compelled to accept the lowest or any bid.

Please note that the above required documents will be deemed as mandatory to the preferred bidder. Required documents will be requested for submission within two working days and failure to submit will be deemed as non-responsive.

No bid enquiries will be entertained 7 days prior to closing.

## **STAGE 2: Evaluation on Functionality**

Only tenderers that achieve a minimum functionality score of 70 points out of 100 will proceed to the price and preference evaluation stage.

| <b>Functionality criteria</b>                                                                                                                      | <b>Maximum number of points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Relevant Experience                                                                                                                                | 20                              |
| Capacity- Assurance of supply                                                                                                                      | 15                              |
| Quality: Manufacturing facility                                                                                                                    | 15                              |
| Occupational Health and Safety                                                                                                                     | 10                              |
| Environmental Management System                                                                                                                    | 10                              |
| Emergency Response Plan for spills, accidents and any other emergencies during transportation (Please submit plan including transportation issues) | 10                              |
| Product Quality                                                                                                                                    | 10                              |
| Bank Rating                                                                                                                                        | 10                              |
| <b>100</b>                                                                                                                                         |                                 |

## Functionality Qualifications

|    | Description of Quality Scoring Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Points                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1. | <b>Relevant Experience</b><br>Tenderers record of previous and current contracts in the last 5 years for water treatment plant chemicals (Please submit written reference per contract).<br>4 Points per contract for the value > R 2m<br>3 Points per contract for the value > R 1m<br>2 Points per contract for the value > 500k – R 1m<br>1 Points per contract for the value < R 500k                                                                                                                                                                                                                                                                                           | 20                                 |
| 2. | <b>Capacity- Assurance of supply</b><br>Assurance of supply from bidder's supplier or Manufacturer (Please provide proof)<br>2.1 Tender company is manufacturer of chemical offered (15).<br>2.2 Distributor – Written Agreement between source and a supplier (7)                                                                                                                                                                                                                                                                                                                                                                                                                  | 15                                 |
| 3. | <b>Quality: Manufacturing facility</b><br>3.1 ISO 9001 Certification (Please submit current certificate)<br>3.2 Quality Management Plan: <ul style="list-style-type: none"> <li>• Very Good (Covers critical characteristics of quality control)</li> <li>• Good (Quality plan and approach tailored to manage risks to critical characteristics of project).</li> <li>• Satisfactory (Plan too generic)</li> <li>• Poor (Inadequate, don't cover critical issues of quality)</li> </ul>                                                                                                                                                                                            | 15<br><br><br><br>8<br>6<br>2<br>0 |
| 4. | <b>Occupational Health and Safety</b><br>Manufacturer and Tenderer must have Occupational Health and Safety Plan in place.<br>ISO 45001:2018 occupational health and safety management system certification (where held) and an Occupational Health & Safety Plan (submit supporting evidence) Occupational Health & Safety Plan (Please submit Plan) <ul style="list-style-type: none"> <li>• Very Good - Adequately covers critical characteristics</li> <li>• Good – Plan and approach specifically tailored to critical characteristics of project.</li> <li>• Satisfactory – Plan too generic.</li> <li>• Poor – Inadequate (Does not cover critical issues of OHS)</li> </ul> | 10<br><br><br><br>8<br>6<br>1<br>0 |
| 5. | <b>Environmental Management System</b><br>ISO 14001 (Please submit proof)<br>Environmental management Plan (Please submit proof) <ul style="list-style-type: none"> <li>• Very Good – Adequately covers critical characteristics of environmental aspects and mitigation thereof.</li> <li>• Good – Plan and approach specifically tailored to manage critical characteristics risks of project.</li> <li>• Satisfactory – Plan too generic</li> <li>• Poor – Inadequately (Don't cover critical issues of environment)</li> </ul>                                                                                                                                                  | 10<br><br><br>8<br>6<br>1<br>0     |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 6. | <b>Emergency Response Plan for spills, accidents and any other emergencies during transportation (Please submit plan including transportation issues)</b> <ul style="list-style-type: none"> <li>• Very Good – Adequately covers critical characteristics of Emergency Response measures.</li> <li>• Good – Plan and approach specifically tailored to manage critical characteristics risks of product.</li> <li>• Satisfactory – Plan too generic</li> <li>• Poor – Inadequately (Don't cover critical issues of environment)</li> </ul> | 10<br><br>8<br><br>5<br><br>1<br>0 |
| 7. | Product Quality – submit documentation stating the approval for use of the chemical in potable water treatment for each product tendered.<br>7.1 NSF certification for tendered products with, Product data sheet specifying product composition, concentration and maximum dosing rate for human consumption use.<br>7.2 Others, with Product data sheet specifying product composition, concentration and maximum dosing rate for human consumption use.                                                                                 | 10<br><br>5                        |
| 8. | <b>Bank Rating</b><br>8.1 CODE E" or lower rating: High risk – not to be recommend<br>8.2 "CODE D" rating: Reasonable business risk<br>8.3 "CODE C" rating: Good for the amount, strictly in accordance with business<br>8.4 "CODE B" rating: Good for the amount mentioned<br>8.5 "CODE A" rating: Indisputable for enquiries                                                                                                                                                                                                             | 10<br>0<br>0<br>5<br>8<br>10       |
|    | <b>Total Evaluation points</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>100</b>                         |

All bidders scoring a total score of less than 70 out of a possible 100 points will be disqualified.

A bidder will not be disqualified merely for scoring zero on an individual functionality sub-criterion unless that requirement is expressly identified elsewhere in this tender as a mandatory eligibility or responsiveness requirement. The overall minimum functionality threshold remains 70 points out of 100.

### Stage 3: Evaluation on price and preference

Financial offer and preference points

- 1) Score tender evaluation points for financial offer.
- 2) Allocate preference points for the specific goals stated in MBD 6.1, based only on the prescribed supporting evidence submitted by the bidder.
- 3) Score tender for locality points (Guided by MBD 6.1)
- 4) Calculate total tender evaluation points.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached) **Pricing evaluation will be conducted as per MBD 6.1**

## SECTION 2.2: PRICING SCHEDULE

### Supply and delivery of chemicals for water and waste water treatment

#### Bill 1: CHEMICALS

| Item | Description                      | Unit Price | Quantity        | Amount including Delivery | Escalation % per year |
|------|----------------------------------|------------|-----------------|---------------------------|-----------------------|
| 1    | Phosphate                        |            | 1               |                           | 10%                   |
| 2    | Liquid Chlorine Gas 70kg         |            | 1               |                           | 10%                   |
| 3    | Cylinder Hire Cost               |            | 1               |                           | 10%                   |
| 4    | Hth Granular Chlorine 25kg       |            | 1               |                           | 10%                   |
| 5    | Sodium Hypochlorite (3000L)      |            | 1               |                           | 10%                   |
| 5    | Calcium Hydroxide (Lime 20 kg)   |            | 1               |                           | 10%                   |
| 6    | Hth Water Purification Pills 2kg |            | 1               |                           | 10%                   |
|      |                                  |            | <b>Subtotal</b> |                           |                       |

**Bill 2: REAGENTS**

| <b>Item</b> | <b>Description</b>                                  | <b>Unit Price</b> | <b>Quantity</b> | <b>Amount including Delivery</b> | <b>Escalation % per year</b> |
|-------------|-----------------------------------------------------|-------------------|-----------------|----------------------------------|------------------------------|
| 1           | Hach DPD for Free Chlorine 10ml Sample (250 Tablet) |                   | 1               |                                  | 10%                          |
| 2           | Free Chlorine powder (100 Sachets)                  |                   | 1               |                                  | 10%                          |
| 3           | Distilled water (5L)                                |                   | 1               |                                  | 10%                          |
| 4           | Nitrate reagent for 10ml sample                     |                   | 1               |                                  | 10%                          |
| 5           | Nitrite Reagent for 10mL Sample                     |                   | 1               |                                  | 10%                          |
| 5           | Ammonia reagent for 10ml Sample                     |                   | 1               |                                  | 10%                          |
| 6           | TNT plus 821 LR (3-150.COD)                         |                   | 1               |                                  | 10%                          |
| 7           | TNT plus 821 LR (3-150.COD)                         |                   | 1               |                                  | 10%                          |
| 8           | TNT plus 822 HR (20-1500mg/l COD)                   |                   | 1               |                                  | 10%                          |
|             |                                                     |                   | <b>Subtotal</b> |                                  |                              |

**Bill 3: EQUIPMENT**

| <b>Item</b> | <b>Description</b>                                                                   | <b>Unit Price</b> | <b>Quantity</b> | <b>Amount including Delivery</b> | <b>Escalation % per year</b> |
|-------------|--------------------------------------------------------------------------------------|-------------------|-----------------|----------------------------------|------------------------------|
| 1           | Dosing pumps (DDE 15-4B-PVC/V/C -X - 331002FG)                                       |                   | 1               |                                  | 10%                          |
| 2           | Clear Flexible PVC Tubing Pipe Hose 10mm ID x 10mm OD x 20m Length Soft Plastic Tube |                   | 1               |                                  | 10%                          |
| 3           | Chlorinator Hydro Series 800 - 2.0kg/h                                               |                   | 1               |                                  | 10%                          |
| 4           | Chlorine Cylinder Scale(Cylinder weight upto180kg)                                   |                   | 1               |                                  | 10%                          |
| 5           | Full Face respirator gas mask                                                        |                   | 1               |                                  | 10%                          |
|             |                                                                                      |                   | <b>Subtotal</b> |                                  |                              |

**Bill 4: INSTRUMENT CALIBRATION**

| <b>Item</b> | <b>Description</b>                                  | <b>Unit Price</b> | <b>Quantity</b> | <b>Amount including Delivery</b> | <b>Escalation % per year</b> |
|-------------|-----------------------------------------------------|-------------------|-----------------|----------------------------------|------------------------------|
| 1           | Hach DR 3900                                        |                   | 1               |                                  | 10%                          |
| 2           | Hach DRB 200                                        |                   | 1               |                                  | 10%                          |
| 3           | Hach 2100Q portable turbidity meter                 |                   | 1               |                                  | 10%                          |
| 4           | Hach HQ40d multi meter PH and Electric Conductivity |                   | 1               |                                  | 10%                          |
| 5           | Hach HQ 30d DO meter                                |                   | 1               |                                  | 10%                          |
| 6           | SC400 Colorimeter Chlorine                          |                   | 1               |                                  | 10%                          |
| 7           | P613 PH /Conductivity meter                         |                   | 1               |                                  | 10%                          |
|             |                                                     |                   | <b>Subtotal</b> |                                  |                              |

## SUMMARY OF BILL

| ITEM                        | DESCRIPTION                | TOTAL AMOUNT |
|-----------------------------|----------------------------|--------------|
| Bill 1                      | Chemical                   |              |
| Bill 2                      | Reagents                   |              |
| Bill 3                      | Equipment                  |              |
| Bill 4                      | Calibration of Instruments |              |
| Subtotal                    |                            |              |
| Vat @ 15% (if applicable)   |                            |              |
| Total carried to cover page |                            |              |

All Bidders are required to include a comprehensive pricing schedule together with the bid document. This schedule shall include but not be limited to the following:

- (a) Transport costs including the off-loading of goods on site as specified
- (b) Unit costs of chemicals
- (c) The price should include VAT, supply and delivery.
- (d) Cylinder hire cost
- (e) Periodic site visits to be included in tender price

**NB: Bidders must take note that the quantities of the required items are estimated.**

# SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF GAMAGARA LOCAL MUNICIPALITY

## PART A

### INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAMAGARA LOCAL MUNICIPALITY                 |                                                                                                       |                                        |                         |               |            |            |
|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------|---------------|------------|------------|
| BID NUMBER:                                                                                       | <b>GM2026/226</b>                                                                                     | CLOSING DATE:                          | <b>26 November 2026</b> | CLOSING TIME: | 10:00      |            |
| DESCRIPTION                                                                                       | <b>SUPPLY AND DELIVERY OF CHEMICALS FOR WATER AND WASTE WATER TREATMENT FOR A PERIOD OF 36 MONTHS</b> |                                        |                         |               |            |            |
| BRIEFING SESSION                                                                                  | <b>05 November 2026</b>                                                                               | <b>Gamagara Municipality Town Hall</b> | TIME                    | <b>10:00</b>  | COMPULSORY | <b>YES</b> |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b> |                                                                                                       |                                        |                         |               |            |            |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

|                                                                                                                                                                       |                                                             |  |                                                                                                    |         |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------|---------|--|
| <b>Cnr Hendrik van Eck &amp; Frikkie Meyer Roads</b>                                                                                                                  |                                                             |  |                                                                                                    |         |  |
| <b>Kathu</b>                                                                                                                                                          |                                                             |  |                                                                                                    |         |  |
| <b>8446</b>                                                                                                                                                           |                                                             |  |                                                                                                    |         |  |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                             |  |                                                                                                    |         |  |
| NAME OF BIDDER                                                                                                                                                        |                                                             |  |                                                                                                    |         |  |
| POSTAL ADDRESS                                                                                                                                                        |                                                             |  |                                                                                                    |         |  |
| STREET ADDRESS                                                                                                                                                        |                                                             |  |                                                                                                    |         |  |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                        |  | NUMBER                                                                                             |         |  |
| CELLPHONE NUMBER                                                                                                                                                      |                                                             |  |                                                                                                    |         |  |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                        |  | NUMBER                                                                                             |         |  |
| E-MAIL ADDRESS                                                                                                                                                        |                                                             |  |                                                                                                    |         |  |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                             |  |                                                                                                    |         |  |
| TAX COMPLIANCE STATUS                                                                                                                                                 | TCS PIN:                                                    |  | <b>AND</b>                                                                                         | CSD No: |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |         |  |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                             |  |                                                                                                    |         |  |

|                                                                                               |                                                                                    |                                                                          |                                                                                           |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                 |                                                                                    | TOTAL BID PRICE                                                          | R                                                                                         |
| SIGNATURE OF BIDDER                                                                           | .....                                                                              | DATE                                                                     |                                                                                           |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                       |                                                                                    |                                                                          |                                                                                           |
| <b>BIDDING PROCEDURE &amp; TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                        |                                                                                    |                                                                          |                                                                                           |
| DEPARTMENT                                                                                    | SCM                                                                                | WATER (PUBLIC WORKS & BASIC SERVICES)                                    |                                                                                           |
| CONTACT PERSON                                                                                | Mrs Josephine Nampa                                                                | Mr Peter Kekana                                                          |                                                                                           |
| TELEPHONE NUMBER                                                                              | 053 723 6000                                                                       | 053 723 6000                                                             |                                                                                           |
| FACSIMILE NUMBER                                                                              | 053 723 2021                                                                       | 053 723 2021                                                             |                                                                                           |
| E-MAIL ADDRESS                                                                                | nampaj@gamagara.gov.za                                                             | kekanap@gamagara.gov.za                                                  |                                                                                           |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## SECTION 4.1 MBD4: DECLARATION OF INTEREST

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

3.1. Full Name of bidder or his or her representative:.....

3.2. Identity Number: .....

3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

.....

3.4. Company Registration Number: .....

3.5. Tax Reference Number:.....

3.6. VAT Registration Number: .....

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

**3.8. Are you presently in the service of the state?**

**YES / NO**

3.8.1. If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1. If yes, furnish particulars.

**Section 3.9.1: Record of service of the state**

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

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

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

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

\* Insert separate page if necessary

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

3.10.1. If yes, furnish particulars.

.....

.....

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

3.11.1. If yes, furnish particulars  
.....  
.....

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

3.12.1. If yes, furnish particulars.  
.....  
.....

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

YES / NO

3.13.1.If yes, furnish particulars.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

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

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

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

\* Insert separate page if necessary

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1. If yes, furnish particulars:

.....

.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

## **SECTION 4.2 MDB 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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

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

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### **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.

1.3.1 The bid conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

1.3.2 Bids for *income-generating contracts* points will be allocated in terms of the following goals:

| <b>Goals</b>                    | <b>80/20</b> | <b>90/10</b> |
|---------------------------------|--------------|--------------|
| Locality                        | 10           | 05           |
| B-BBEE Status Level Contributor | 10           | 05           |

- 1.3.3 Bids for *acquisition of goods and/or services*, a maximum of 20 or 10 points must be allocated for specific goals. The specific goals are as follows:

| <b>Goals</b>                    | <b>80/20</b> | <b>90/10</b> |
|---------------------------------|--------------|--------------|
| Locality                        | 10           | 05           |
| B-BBEE Status Level Contributor | 10           | 05           |

- 1.3.4 For B-BBEE points the below table shall apply:

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of points (80/20 system)</b> | <b>Number of points (90/10 system)</b> |
|-------------------------------------------|----------------------------------------|----------------------------------------|
| 1                                         | 10                                     | 05                                     |
| 2                                         | 09                                     | 4.5                                    |
| 3                                         | 07                                     | 3.5                                    |
| 4                                         | 06                                     | 03                                     |
| 5                                         | 04                                     | 02                                     |
| 6                                         | 03                                     | 1.5                                    |
| 7                                         | 02                                     | 01                                     |
| 8                                         | 01                                     | 0.5                                    |
| Non-compliant contributor                 | 00                                     | 0.0                                    |

- 1.3.5 Bidder must submit proof of B-BBEE status level contributor certificate.
- 1.3.6 B-BBEE status level contributor certificate must be issued by SANAS or authorised person(s) or authorised body.
- 1.3.7 B-BBEE status level contributor certificate must be original or certified.
- 1.3.8 Other than the B-BBEE Status Level of Contributor certificate, the bidder must submit the original B-BBEE sworn affidavit.
- 1.3.9 Bidder failing to submit proof of B-BBEE status level of contributor or original sworn B-BBEE affidavit shall claim zero points for B-BBEE points.
- 1.3.10 Locality points shall be allocated as follows:

| Locality                                                                                            | Number of Points for Locality<br>80/20 | Number of Points for Locality<br>90/10 |
|-----------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|
| Within boundaries of Gamagara Local Municipality                                                    | 10                                     | 05                                     |
| Outside boundaries Gamagara Local Municipality, but within the boundaries of Northern Cape Province | 05                                     | 2.5                                    |
| Outside boundaries of the Northern Cape                                                             | 0.00                                   | 0.00                                   |

- a. When the municipality invites and evaluates bids based on locality as a set preference goal, it must be stated as such on the invitation.
- b. Locality shall be deemed as all bidders operating and stationed within the boundaries of Gamagara Local Municipality
- c. Expanded term for locality shall be deemed for bidders operating and stationed outside of John Taolo Gaetsewe District but with the Northern Cape Province.
- d. Bidders shall provide proof of locality by submitting one or more of the following:
  - i. Municipal Account in the bidder's name.
  - ii. Proof of residence in the bidder's name.
  - iii. Bank statement with the bidder's address.
  - iv. Lease agreement indicating a local address, where the lessee is the bidder.

- e. The bidder must submit proof of locality to claim points for locality.
- f. Bidder failing to provide the proof of locality, shall claim zero points for locality.

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

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| PRICE                                            | 80         |
| LOCALITY                                         | 10         |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR               | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

- 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:

80/20 or 90/10

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

80/20 or 90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| LOCALITY                                                    |                                                                                      | 10                                                                                   |                                                                              |                                                                              |
| B-BBEE STATUS<br>LEVEL OF<br>CONTRIBUTOR                    |                                                                                      | 10                                                                                   |                                                                              |                                                                              |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

### SECTION 4.3: MUNICIPAL RATES AND SERVICES

| Names of Directors/Partners/Senior Managers | Physical residential address of the Director/Partner/Senior Manager | Residential Municipal Account number(s) | Name of Municipality |
|---------------------------------------------|---------------------------------------------------------------------|-----------------------------------------|----------------------|
|                                             |                                                                     |                                         |                      |
|                                             |                                                                     |                                         |                      |
|                                             |                                                                     |                                         |                      |

**NB: Please attach copy/copies of Municipal Account(s)**

- The municipal account must not be older than one month prior to the closing date of this tender and not owing for more than 90 days.
- If the directors of the company are leasing, the lease agreement should be attached.
- If the directors reside in rural areas, a proof residence from the tribal authority must be submitted.
- Failure to submit may result in disqualification.

| Name of bidder/company | Physical residential address of the company | Residential Municipal Account number(s) | Name of Municipality |
|------------------------|---------------------------------------------|-----------------------------------------|----------------------|
|                        |                                             |                                         |                      |

**NB: Please attach copy of Municipal Account**

- The municipal account must not be older than one month prior to the closing date of this tender and not owing for more than 90 days.
- If the company is leasing, the lease agreement should be attached.
- If the company operates in rural areas, a proof business address from the tribal authority must be submitted.
- In case of a joint venture, both companies must submit municipal account / lease agreement/proof of residence from tribal authority (whichever is applicable).
- Failure to submit may result in disqualification.

DECLARATION

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE  
MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs/Ms .....  
acting in his/her capacity as ..... of the business trading as  
..... to sign all documentation in connection with Tender  
.....

| NAME OF MEMBERS /<br>DIRECTORS | SIGNATURE | DATE |
|--------------------------------|-----------|------|
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

## **MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

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

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

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **Gamagara Local Municipality** in accordance with the requirements and specifications stipulated in bid number **GM2026/226** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Proof of Tax Compliance Status;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity  
as.....accept your bid under reference  
number **GM2026/226** dated.....for the supply of goods/services  
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/services delivered in accordance  
with the terms and conditions of the contract, within 30 (thirty) days after receipt of an  
invoice accompanied by the delivery note.

| ITEM<br>NO. | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND | DELIVERY<br>PERIOD | TOTAL<br>PREFERENCE<br>POINTS<br>CLAIMED | POINTS<br>CLAIMED<br>FOR EACH<br>SPECIFIC<br>GOAL |
|-------------|------------------------------------------------|-------|--------------------|------------------------------------------|---------------------------------------------------|
|             |                                                |       |                    |                                          |                                                   |

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

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

NAME (PRINT).....

SIGNATURE .....

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1. ....

2. ....

DATE

.....

#### SECTION 4.5: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes                             | No                             |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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**

#### **SECTION 4.6: MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION 5: CHECKLIST TO TENDER DOCUMENT

Please confirm if all the following required documentation are attached to your tender document **(to be completed by the Bidder)**:

| Nr  | Description                                                                                           | Tender document (YES/NO) | Comments |
|-----|-------------------------------------------------------------------------------------------------------|--------------------------|----------|
| 1.  | Tax Compliance Status Pin                                                                             |                          |          |
| 2.  | Valid original OR a certified copy of B-BBEE certificate or sworn affidavit as per legislation        |                          |          |
| 3.  | Copy of the latest (month prior to tender closure) <b><u>Municipal Accounts</u></b> of the following: |                          |          |
|     | - Business                                                                                            |                          |          |
|     | - Directors/Members/Owners of the Business                                                            |                          |          |
|     | OR                                                                                                    |                          |          |
|     | Copy of the <b><u>Lease Agreements</u></b> or <b><u>Rental Statement</u></b> of the following:        |                          |          |
|     | - Business                                                                                            |                          |          |
|     | - Directors/Members/Owners of the Business                                                            |                          |          |
| 4.  | Required documentation as per special conditions of contract and/or specifications                    |                          |          |
| 5.  | MBD 1 is completed with the required information                                                      |                          |          |
| 6.  | MBD 4 is completed with the required information                                                      |                          |          |
| 7.  | MBD 6.1 is completed with the required information                                                    |                          |          |
| 8.  | MBD 7.1 is completed with the required information                                                    |                          |          |
| 9.  | MBD 8 is completed with the required information                                                      |                          |          |
| 10. | MBD 9 is completed with the required information                                                      |                          |          |
| 11. | Authorised Signatory completed OR resolution attached                                                 |                          |          |
| 12. | All required sections <b><u>completed and signed</u></b> by the Authorised Signatory                  |                          |          |