RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

DATE: 04 December 2026

NAME OF BIDDER: ……..

BID PRICE: …… (Vat Incl)

Prepared by:

RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111

BID CLOSES:	**DATE:**

PARTICULARS OF THE BIDDER		
NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
	POSTAL CODE	
STREET ADDRESS (PHYICAL ADDRESS)		
	POSTAL CODE	
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
CIDB CRS NUMBER (IF APPLICABLE)		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY		
CRS NUMBER		
BID INFORMATION (TIME AND DATE OF CLOSER)	DATE: TIME:	
BID PRICE (VAT INCLUSIVE)		

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BID PROCESS CRITERIA LIST

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

TENDERING PROCEDURES:

DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE

A bid not complying with the requirements stated hereunder will be regarded as an "Unacceptable bid", and as such will be rejected.

"Unacceptable bid" means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable for any of the following reasons:

1. The bidder did not submit a whole document as provided by the municipality but submitted a bid document with missing pages, or a copied version of the original completed bid document.
2. The bidder did not complete all mandatory forms as stipulated in the tender requirements
3. The submission does not comply with the prescribed bid requirements and is therefore deemed unacceptable.
4. The bid document is completed using a pencil or any other colour ink. Only black pen ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
5. The bid has not been properly signed by the designated signatory contained in the tender document.
6. The bidder failed to complete and or sign the required declaration forms or disclosed incorrect information as per the full CSD report submitted.
7. Bidders who have non-South Africans as directors who do not have a South African Identity document, failed to attach documentation that show that they are allowed to work within the Republic of South Africa.
8. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
9. The bid has been submitted after the relevant closing date and time.
10. The bidder or any of the partners has in the last five years failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of the state after written notice was given to that bidder that performance was unsatisfactory**,** and or the contract was terminated/ cancelled.
11. The bidder has abused the Rustenburg Local municipality's Supply Chain Management System.
12. The bidder failed to complete and sign and / or disclosing of wrong information in any of the declaration forms mentioned below
13. **Mandatory forms that must be fully completed**

    a. The bidder has failed to fully complete and sign all spaces in the MBD 1 form.
    b. The bidder has failed to fully complete and sign all spaces in the MBD 4 form.
    NB! In the case of multi directors or joint venture, bidders must submit separate MBD 4 declaration forms for each director

c. The bidder has failed to fully complete and sign all spaces in the MBD 5 form.
NB! In the case of joint venture, bidders must submit separate MBD 5 declaration forms for each JV partner.
d. The bidder has failed to fully complete and sign all spaces in the MBD 6.1 form. (except for the table indicating how points will be claimed)
e. The bidder has failed to fully complete and sign all spaces in the MBD 8 form.
f. The bidder has failed to fully complete and sign all spaces in the MBD 9 form.
g. The bidder has failed to fully complete and sign all spaces in the signatory resolution form.
h. The bidder has failed to fully complete and sign all spaces in the compulsory enterprise questionnaire (CIDB form).
i. The bidder has failed to fully complete and sign all spaces in the form of offer (CIDB form)
j. The bidder failed to initial (contractor and the 2 witnesses) every page of this tender document
k. The document is completed electronically or electronically signed.

14. **Mandatory documents that must be attached:**

a. A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
b. Full CSD registration report confirming registration at least 7 days prior to closing (The full CSD report will be used to verify the details of the directors, the business address, the number of companies each owner/ director is involved in, tax status of the company, and the ownership of the company for allocation of special goals)
c. Annual Audited Financial Statements where the bidder has answered yes on question 1 of MBD 5
d. Required CIDB Grading Certificate (where applicable and required).
e. Originals sworn affidavits and or certified documents (where applicable and required).
f. The authority of signatory is not submitted (printed on bidder's letter head) for CIDB related projects only.
g. The bidder failed to attach a copy of a valid signed Joint Venture Agreement (where applicable and required) to the bid document.

NB! It is compulsory for the Joint Venture Agreement to have the following minimum compulsory information:

- Company names and registration numbers for the partners,
- Indication of who the lead partner is,
- Percentage sharing of the Joint Venture,
- Indication of the address where the Joint Venture will be operating from

h. **Municipal rates and taxes statements of the directors**

- Current municipal rates and taxes statement in the names of the director **(latest billed statement determined by the date of tender closure)** for each directors' address must be attached; or,
- Valid lease agreement of the director/s showing the minimum critical contractual obligations which are 1. Lease period, 2. Use of premises, 3. Lessors' responsibilities, 4. Lessee' responsibilities, 5. Amounts related to the lease, 6. Address of the leased premises, 7. Signatures of both parties. The lease agreement must be submitted together with the Municipal rates and taxes statement (In cases where the tenant does not have access to the landlord for the Municipal rates and taxes statement, then the lease agreement must be supported by valid and signed letter on an official letterhead from the managing agent confirming that the rates are not owing); or
- A letter from the tribal authority not older than 3 months from the closing date (stamp and signature of the signing authority may be a copy but the details of the director written on the tribal letter must be in original pen ink); if the director is residing in a tribal land; or

- If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.

i. Municipal rates and taxes statements of the company

- Current municipal rates and taxes statement in the names of the company **(latest billed statement determined by the date of tender closure)** for the company's' address must be attached; or
- Valid lease agreement of the company showing the minimum critical contractual obligations which are 1. Lease period, 2. Use of premises, 3. Lessors' responsibilities, 4. Lessee' responsibilities, 5. Amounts related to the lease, 6. Address of the leased premises, 7. Signatures of both parties. The lease agreement must be submitted together with the Municipal rates and taxes statement (In cases where the tenant does not have access to the landlord for the Municipal rates and taxes statement, then the lease agreement must be supported by valid and signed letter on an official letterhead from the managing agent confirming that the rates are not owing); or
- A letter from the tribal authority not older than 3 months from the closing date (stamp and signature of the signing authority may be a copy but the details of the company written on the tribal letter must be in original pen ink); if the company is operating from a tribal; or
- If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

15. **NB!!**

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report.

- ✓ For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for 90 days or more at the time of tender closure.
- ✓ For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for 30 days or more at the time of tender closure.

16. The bidder fails to comply with:

- Submitting both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.

NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.

17. **VERIFICATION OF DOCUMENTS AND INFORMATION.**

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect “tax compliance” before final award is made)
- CIDB Grading will be verified.

BID NOTICE

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

RUSTENBURG LOCAL MUNICIPALITY

TENDER ADVERTISEMENT

BID NO.	DESCRIPTION	DOC. FEES (NON-REFUNDABLE)	EVALUATION CRITERION	ENQUIRIES	BRIEFING SESSION	CLOSING DATE
RLM/DTIS/0070/2026/27	Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years	**TENDER DOCUMENT AMOUNT** R 1000.00 **REFERENCE NUMBER:** 0070+Company name **BANK NAME** Standard Bank **ACCOUNT NUMBER:** 033 054 657	❖ Administrative evaluation (document completion and attachment of all mandatory documents as listed in the tender document) to include all necessary certifications. ❖ Functionality minimum qualifying score 70 out of a maximum of 100 points ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) **NB! No other evaluation criterion should be used.**	**TECHNICAL** Mr O Mosoane Ms C Hadebe 014 590 3152/3092/3464 omosoane@rustenburg.gov.za or nhadebe@rustenburg.gov.za **SCM** Ms O Serole 014 590 3566 oserole@rustenburg.gov.za	17 November 2026 **Time:** 10H00 **Venue:** Rustenburg Local Municipality. Water Department 1 Van Zyl Street (Rustenburg Show grounds)	**Date:** 04 December 2026 **Time:** 10H00

1. Bidders must submit both a hard copy document and an electronic tender document in the form of a clearly marked USB. (Bidders will be disqualified for not submitting a USB with scanned bid documentation)

2. Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.

3. All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.

4. The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.

5. Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.

6. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
   (a) reasons and/or grounds for the objection or complaint.
   (b) the way in which the objector or complainant's rights have been affected; and
   (c) the remedy sought by the objector or complainant
7. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.

8. If you do not receive any correspondence regarding your tender application after validity period, you should consider your application unsuccessful.
9. Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
10. Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.
11. Rustenburg Local Municipality will not accept late bids.
12. The bid price validity is 90 days.
13. Rustenburg Local Municipality will not accept bids that do not comply with the minimum requirements for submission as stipulated on the advertisement.
14. NB! If you do not receive any correspondence from this organization regarding your tender application after validity period has lapsed, you should consider your application unsuccessful.

TERMS OF REFERENCE (SPECIFICATIONS)

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

TERMS OF REFERENCE/ SPECIFICATIONS

1. PROJECT SCOPE

Appointment of a service provider for the provision of drinking water quality monitoring and reporting, encompassing sampling, quality analysis, data management, Blue Drop advisory services, and the submission of detailed scientific reports in accordance with SANS 241:2025 standards. The project duration will be for a period of 3 years, from the date of appointment.

2.1 Objectives

The main objectives of the project are to:

- Ensure that potable water monitoring is carried out as per the developed SANS 241:2025 monitoring programme within the Municipal area of jurisdiction.
- Ensure that the analysis data is credible as defined in terms of Blue Drop criterion 1.4 - Credibility of DWQ Data.
- Ensure that analysis data is uploaded to the electronic IRIS system within the specified time period to ensure compliance.
- Ensure that the response to non-compliances is in line with the requirements of the Incident Management Protocol implemented by the Municipality.
- Ensure that samples are drawn by suitably trained personnel and that the integrity of the sample is preserved during transport to the laboratory.
- Define key performance parameters and create regular variance reports to track progress.
- Review the incident Management Protocol.
- Participate in Blue Drop planning meetings and provide advisory services to the Municipality.

2.2 Deliverables

2.2.1. Sampling must be undertaken on a bi-weekly basis at the specified sample points in each supply system. The determinants to be analysed include all the Prescribed Risk Indicators identified in SANS241:2015 and summarised in *Table 1*. Once a service provider has been appointed, the monitoring programme will be revised as per the SANS 241:2025 version.

Table 1: Distribution Monitoring Prescribed Risk Indicators

Prescribed Risk Indicators
Residual Chlorine
Colour
Conductivity
Turbidity
pH @ 25°C
Nitrate as N
Nitrite
E. coli
Heterotrophic Plate Count
Total Coliforms
Manganese as Mn
Iron

2.2.2 The Full SANS analyses must be carried out on an annual basis on selected sample sites. This will be done for all determinants listed in Table 3.

2.2.3 The samples must be refrigerated during transportation to maintain a temperature of approximately 4°C and must be delivered to the laboratory within four (4) hours of collection. Evidence of sampling times and lab delivery times must be submitted monthly.

2.2.4 All results (scientific reports) must be submitted monthly on the certificate of analysis bearing the name of the laboratory.

2.2.5. Provision must be made for follow-up sampling at the sample point where a non-compliance occurred in accordance with the Incident Management Protocol and in consultation with the Municipality.

2.2.6. Provision must be made for Ad-Hoc samples, only and when a Water Quality Specialist issues an approved Work Instruction to the service provider.

2.2.7. The successful bidder must provide Blue Drop advisory services to the Municipality. This includes uploading all analysis data on IRIS timely and accurately to ensure compliance with regulatory requirements, assisting the Municipality

with Blue Drop audit preparations, representing the Municipality at Blue Drop audit meetings, and annual review of the Water Safety Plan.

2.2.8 The successful bidder must establish a fully functional laboratory within 6 months of appointment in the Jurisdiction of Rustenburg and provide proof of an application of accreditation with South African National Accreditation System (SANAS).

NB: The municipality will lodge an IRIS user access application with the Department of Water and Sanitation on behalf of the Service Provider.

2.3 The terms of reference include:

Qualified Personnel

All of the activities described above must be carried out by suitably trained and experienced personnel. The Service Provider must provide their SANAS certificates. CVs and certified qualifications must be attached.

Documents that guide Drinking Water Quality Monitoring.

- National Water Act
- Water Services Act
- South African National Standards (SANS 241:2015/2025) for Drinking Water Quality

2.4 Cost Schedules

2.4.1 Table 3 provides a summary of the comparison monitoring.

2.4.2 (a) Provision must be made for bi-weekly monitoring of each sample point for the full year for the determinants listed in Table 2.

(b) Residual chlorine must be measured on-site at the time of sample collection. A total of 110 sample points must be monitored on a bi-weekly basis (i.e., 2 samples taken at each point every month).

2.4.3 Provision must be made for annual measurement of all Full SANS determinants as listed in Table 3 at 60 sample points.

2.4.4 Provision must be made for quarterly monitoring of specific determinants at the borehole sample points as indicated in Table 3.

2.4.5. Provision must be made for Ad-hoc samples only and when a Water Quality Specialist issues out an approved Work Instruction to the successful service provider. The rates provided by the service provider in Table 3 will be utilised for any additional services required by the Municipality.

2.4.6 The company tendering should specify the rate that will be utilised over the three-year period. The Tenderer can calculate a route to be travelled and estimate the kilometres to be travelled per visit. Transport for ad-hocs will be invoiced separately per km travelled per callout.

Table 2: Determinands for Borehole Monitoring (Quarterly)

Determinands
Free Chlorine
Colour
Conductivity
Turbidity
pH @ 25°C
Nitrate as N
E. coli
Heterotrophic Plate Count
Total Coliforms
Fluoride as F
Iron as Fe
Manganese as Mn
Sodium as Na
Sulphate as SO4

Table 3. Full SANS Determinands- Individual Pricing for Samples

Analysis	Units
Microbiological	
E. coli	count/ 100 mL
Cryptosporidium spp	count/ 10L

Total Coliforms	count/ 100 mL
Heterotrophic Plate Count	cfu's/ 1mL
Giardia spp	count/ 10L
Somatic coliphages	count/ 10mL
Physical and aesthetics	
Colour	mg/L as Pt-Co
Electrical conductivity @ 25°C	mS/m
Total Dissolved Solids	mg/L
pH @ 25°C	pH units
Turbidity	NTU
Turbidity	NTU
Chemical Properties	
Ammonia	mg/L as N
Chloride	mg/L Cl
Free Chlorine	mg/L as Cl2
Fluoride	mg/L as F
Nitrate	mg/L as N
Nitrite	mg/L as N
Combined nitrate plus nitrite	mg/L as N
Sodium	mg/L as Na
Sulphate	mg/L as SO4
Zinc	mg/L as Zn
Chemical properties: Micro determinands	
Aluminium	µg/L as Al
Antimony	µg/L as Sb
Arsenic	µg/L as As
Barium	µg/L as Ba
Boron	µg/L as B
Cadmium	µg/L as Cd
Chromium	µg/L as Cr
Copper	µg/L as Cu
Cyanide	µg/L as CN
Iron	µg/L as Fe
Lead	µg/L as Pb
Manganese	µg/L as Mn
Mercury	µg/L as Hg
Nickel	µg/L as Ni
Selenium	µg/L as Se
Uranium	µg/L as U
Organic determinands	
Total Organic Carbon	mg/L

Trihalomethane as Total THM	**µg/L**
Chloroform	**µg/L**
Bromoform	**µg/L**
Dibromochloromethane	**µg/L**
Bromodichloromethane	**µg/L**
Total THM ratio	**µg/L**
Microcystins	**µg/L**
Phenols	**µg/L**
Site analysis	
Residual Chlorine	**mg/L**

3. Special Condition

3.1. To be awarded the tender the Bidder must:

3.1.1. Be able to provide evidence of participation in a recognised Proficiency Testing Scheme (PTS) for the applicable methods and the bidder must supply evidence of z-score results. Z-scores must be ≥–2 & ≤ 2 for the relevant methods to be acceptable.

OR

3.1.2. Enter into a Service Level Agreement with a laboratory that meets the requirements of 3.1.1.

3.2 The Bidder must submit a sampling and transportation plan demonstrating how samples will be preserved, maintained at a temperature of approximately 4°C, and transported to the laboratory within seven (7) hours of collection. Parameters requiring immediate analysis must be measured on-site in accordance with the applicable standard methods.

FUNCTIONALITY

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

FUNCTIONALITY EVALUATION CRITERIA

Functionality Criteria section for the project: *RLM/DTIS/0070/2026/27 - ADVERT APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DRINKING WATER QUALITY MONITORING PROGRAMME IN THE RUSTENBURG JURISDICTION FOR THE PERIOD OF THREE YEARS.*

This bid will be evaluated in two stages. The first stage will assess **Functionality**. Bidders must obtain a **minimum of 70 out of 100 points** be considered for further evaluation (price and preference). Bidders who score below 70 points will be disqualified.

Value: 0 = unmeasurable; Values: 1 = Poor; 3 = Good; 5 = Excellent

ITEM	CRITERIA	WEIGHT	VALUE	SCORE	VERIFICATION METHOD
1.	**Company Experience in Drinking Water Quality Monitoring**	**30**			
(The project value will not be considered on accumulative basis. Bidders may not combine the values of two or more projects to meet the stipulated minimum project value. For each project claimed, the bidder must attach an appointment letter and a completion certificate issued on the client's official letterhead, together with contactable references. Projects without the required supporting documents will not be considered).					
1.1 Similar Projects completed in the past six (6) years (2020-2026) - Per Project		**15**			
	R 500 000 – R1 million (Value = 01)				
	R 1 000 000,01 – R 1 500 000 million (Value = 03)				
	R 1 500 000,01 and above (Value = 05)				

1.2 Number of similar projects successfully completed		**15**			
	1- 3 projects (value = 01)				
	4-6 projects (value = 03)				
	7 projects and above (value = 05)				
2.	**Bank Rating**	**5**			
Attach confirmation letter from the bank. (NB: Bidders must ensure that bank ratings are quantified in rand values)					
	R0 – R 216 450 (Value = 01)				
	R 216 451 – R 649 000 (Value = 03)				
	R 650 000 and above (Value = 05)				
3.	**Key Personnel: Experience and Qualifications**	**60**			
Attach a comprehensive CV and it must be accompanied by certified copies of related qualifications Only brief personal and relevant experience should be provided and should contain a section stating relevant experience pertaining to the current project with contactable references.					
3.1	**Laboratory Manager**	**15**	**Water Chemistry/ Microbiology/ Biotechnology/ Environmental Science/ Water Management or relevant qualifications. Must be a Professional Natural Scientist Registered with SACNASP (attach a valid certificate).**		
Experience		**5**			
	1-3 years of experience (Value = 01)				
	4 - 6 years of experience (Value = 03)				

	7 years and above years of experience (Value = 05)				
Qualifications		**10**			
	Degree (Value = 01)				
	Postgraduate Diploma (Honours) (Value = 03)				
	Masters (Value = 05)				
3.2	**Laboratory Technician**	**15**	**Water Chemistry/ Microbiology/ Biotechnology/ Environmental Science/ Water Management or relevant qualifications. Must be a Professional Natural Scientist Registered with SACNASP (attach a valid certificate). Bidder must attach ISO 17025 certificate with signatory rights.**		
Experience		**5**			
	1-3 years of experience (Value = 01)				
	4 - 6 years of experience (Value = 03)				
	7 years and above years of experience (Value = 05)				
Qualifications		**10**			
	National Diploma (Value = 01)				
	Degree (Value = 03)				
	Postgraduate Diploma (Honours) (Value = 05)				

3.3	**Sampler 1**	**10**	**Water Care or any related qualification and a valid drivers licence (CV must be attached)**		
Experience		**5**			
	3 months – 1 year (Value = 1)				
	2 - 3 years (Value = 3)				
	4 years and above (Value = 5)				
Qualifications		**10**			
	Grade 10 (Value = 1)				
	Grade 12 (Matric) (Value = 3)				
	N6 and or above (Value = 5)				
3.4	**Sampler 2**	**10**	**Water Care or any related qualification and a valid drivers licence (CV must be attached)**		
Experience		**5**			
	3 months – 1 year (Value = 1)				
	2 - 3 years (Value = 3)				
	4 years and above (Value = 5)				
Qualifications		**10**			
	Grade 10 (Value = 1)				
	Grade 12 (Matric) (Value = 3)				

	N6 / and above (Value = 5)				
4.	**Fleet Availability**	**5**			
Bakkies must be roadworthy, suitable for accessing the identified sampling locations and for safely transporting drinking water samples in compliant cooler boxes under the required preservation conditions. (Provide a valid proof of ownership/ a valid lease agreement/ a signed letter of intent to lease)					
	1 – 2 Bakkies (Value = 01)				
	3 – 4 Bakkies (Value = 03)				
	5 or more Bakkies (Value = 05)				
TOTAL		**100**			

Calculate the points scored according to the following formula:

Ps = [So] X Ap

Ms

Where:

Ps = Percentage scored for functionality by the bid consideration

So = Total score of bids under consideration, i.e Weight X Value = Score

Ms = Maximum Possible Score = 500

Ap = Percentage Allocated

Total percentage scored by the bidder on functionality: Ps = x 100

500 =

NB: No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of **70** out of 100 points.

AUTHORITY FOR SIGNATORY

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

---

(Name of Firm)

By resolution taken at a meeting held on the ……. day of (month)…….....2026 resolved to authorise

…….. holder of ID number …… to sign all the documents on behalf of the company.

Print name of authorised representative: ……

Signature: …….

NAME AND SURNAME OF THE DIRECTORS	SIGNATURE

PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.

MBD 1
INVITATION TO BID

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

PART A
MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	**RLM/DTIS/0070/2026/27**	**CLOSING DATE:**	**04 December 2026**	**CLOSING TIME:**	**10:00**
DESCRIPTION	**Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

RUSTENBURG LOCAL MUNICIPALITY
MISSIONARY MPHENI HOUSE
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	**CODE**			**NUMBER**	
CELLPHONE NUMBER					
FACSIMILE NUMBER	**CODE**			**NUMBER**	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	**TCS PIN:**		OR	**CSD No:**	

ARE YOU THE ACCREDITED REPRESENTATIVE *IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*	☐**Yes** ☐**No** **[IF YES ENCLOSE PROOF]**	***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?*	☐**Yes** ☐**No** **[IF YES, ANSWER PART B:3]**
TOTAL NUMBER OF ITEMS OFFERED		*TOTAL BID PRICE*	R
SIGNATURE OF BIDDER	.....	*DATE*	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	**CONTACT PERSON**	Mr O Mosoane/Ms C Hadebe
CONTACT PERSON	Ms. O. Serole	**TELEPHONE NUMBER**	014 590 3152/3092/3464
TELEPHONE NUMBER	014 590 3566	E-MAIL ADDRESS	• omosoane@rustenburg.gov.za • nhadebe@rustenburg.gov.za
E-MAIL ADDRESS	**oserole**@rustenburg.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, COMPLETED WITH A BLACK PEN

1.3. **THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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: **(BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER)**

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 WILL 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: ……..

MBD 3.1
PRICING SCHEDULE

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

PRICING SCHEDULE

1. PRICES MUST INCLUDE ALL RELATED COSTS

All pricing submitted should be in South African Rand and must be including VAT.

Table 4: Comparison Monitoring Bill Of Quantity (BOQ)

Item	Bundled Rates Including Sampling and Monitoring	Year 1 Rates (ZAR)
A	Overhead	R
B	Routine Monitoring (per *Table 1*). Total cost per sample	R
C	Boreholes (per *Table 2*). Total Cost per Sample.	R
D	Full SANS (per *Table 3*). Total Cost per Sample.	R
E	Accredited training Total cost per Group of 10	R
F	Annual Review of the Water Safety Plan	R
	Monthly uploading of data on IRIS.	R
	Assisting the Municipality with Blue Drop Audit preparations - annual Blue Drop Audit file.	R
	Representing the Municipality at Blue Drop Audit meetings.	R
G	Transport Rate per km	R

- This tender is rate based
- Prices to be escalated per financial year guided by the Consumer Price Index.

Prices must be inclusive of VAT.

Any other additional cost that will be applicable, derived from recommendations by relevant authorities, will be based on the prescribed gazetted engineering rates.

MBD 4
DECLARATION OF INTEREST
(IN CASE OF MULTI DIRECTORS OR JOINT VENTURE, BIDDERS MUST SUBMIT SEPARATE MBD 4 DECLARATION FORMS FOR EACH DIRECTOR)

RLM/DTIS/0070 /2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state.

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1. Full Name of bidder or his or her representative: ……..……

2.2. Identity Number: …….

2.3. Position occupied in the Company (director, trustee, hareholder[2]): ……

2.4. Company Registration Number: …….

2.5. Tax Reference Number: .....

2.6. VAT Registration Number…….....….....

2.7. Personal Reference Tax Number……

2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

[1]**"State" means –**

(a) 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);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]**"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.**

2.8. Are you presently in the service of the state?

(Tick applicable box)

YES		NO	

2.8.1. If yes, furnish particulars. ……

……..

[1]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.

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

2.9. Have you been in the service of the state for the past twelve months?
(Tick applicable box)

YES		NO	

2.9.1. If yes, furnish particulars.……..……..

……

2.10. 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?
(Tick applicable box)

YES		NO	

2.10.1. If yes, furnish particulars.……..……..

……

2.11. 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?
(Tick applicable box)

YES		NO	

2.11.1. If yes, furnish particulars.……...……..

2.12. Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?

*(**Tick applicable box**)*

YES		NO	

2.12.1. If yes, furnish particulars.……...……..

……

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

*(**Tick applicable box**)*

YES		NO	

2.13.1. If yes, furnish particulars.……...……..

……

2.14. 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.

*(**Tick applicable box**)*

YES		NO	

2.14.1. If yes, furnish particulars.……...……..

……

……
Signature

……
Date

……
Capacity

……
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

MBD 5
DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

*YES	NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

……..

……..

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES	NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

……..……

……..……

……..……

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO

3.1 If yes, furnish particulars

……..……

……..……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO

4.1 If yes, furnish particulars

…….....

…….....…..

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …….....

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

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

……..... ……..….....
Name/s and Surname of Bidder Signature

……..... .....**2026**
Position in the Firm/Company Date

MBD 6.1
PREFERENCE POINTS CLAIM FORM

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 will be applicable in this tender.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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**

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

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 tenderers: "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly*. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Means of Verification
Rustenburg Jurisdiction (company uses an address that is within the Rustenburg Jurisdiction) In case of a JV – 1. If both bidders are from Rustenburg Jurisdiction, the JV will score 5 points. 2. If one bidder is from Rustenburg jurisdiction, the JV will score 3 points.	5		Full CSD report

3. If none of the bidders are from Rustenburg, bidder's will be awarded 0 points.				
Rural /Township Businesses (company uses an address that is based in a Rural /Township area) In case of a JV – 1. If all the bidders reside in a rural/ township, the JV will be awarded 4 points. 2. If one bidder resides in a rural/ township, the JV will score 2 points and 3. If none of the bidders resides in a rural/ township, the JV's will be awarded 0 points.	4			Full CSD report
Black People	51% - 100%	2		Full CSD Report
	35% - 50%	1		
	0% - 34%	0		
Persons with Disability	51% - 100%	2		Full CSD Report
	35% - 50%	1		
	0% - 34%	0		
Youth	51% - 100%	5		Full CSD Report
	35% - 50%	3		
	0% - 34%	0		
Women	51% - 100%	2		Full CSD Report

	35% - 50%	1		
	0% - 34%	0		
Total	20			

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 –

v)

(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: **……**

……

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 **This Municipal Bidding Document must form part of all the 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	**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?** **(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 *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	**Yes** ☐	**No** ☐
4.1.1	**If so, furnish particulars:**		

4.2	**Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?** **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	**Yes** ☐	**No** ☐
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** ☐	**No** ☐
4.3.1	**If so, furnish particulars:**		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	**Yes** ☐	**No** ☐
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** ☐	**No** ☐
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**

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

RLM/DTIS/0070/2026/27: Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

(Bid Number and Description) in response to the invitation for the bid made by:

_____**RUSTENBURG LOCAL MUNICIPALITY** _____

(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): Bidders are required to fill in the name of their company in the space provided above.

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[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may

be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

……	……
Signature	Date
……	……
Position	Name of Bidder

GENERAL CONDITIONS OF CONTRACT

RLM/DTIS/0070/2026/27

Appointment of a service provider for the provision of drinking water quality monitoring programme in the Rustenburg jurisdiction for a period of three (3) years

GENERAL CONDITIONS OF THE CONTRACT
(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
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General Conditions of Contract

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

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means in breach of contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 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 provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or 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, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such

goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 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

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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 0f 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.