



WITZENBERG

Municipality • Munisipaliteit • UMasipala Wase

Reference/ Verwysing/ iRef: 08/2/21/05

Enquiries/ Navrae/ Imibuzo: S Mentor

05 July 2023

TO WHOM IT MAY CONCERN

Dear Sir/ Madam

REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS:

(Over R30 000.00 up to a transaction value of R200 000.00 VAT included)

Kindly furnish us with a written quotation for the supply of the following:

MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

This bid document must be placed in a sealed envelope. The following particulars must appear on the outside of the envelope: **“BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS, the name and address of the bidder and the closing date of this bid.** The sealed envelope must be put in the bid box located at the entrance of the Witzenberg Municipal Head Office, 50 Voortrekker Street, Ceres by no later than **Friday, 14 July 2023 at 10:00**. The bid box is generally open 24 hours a day, 7 days a week. Telephonic, facsimile, electronic/ e-mailed and late bids will not be accepted. Bids may only be submitted on the bid documentation as provided by the municipality.

The following conditions will apply

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- This quotation will be evaluated in terms of the 80/20 preference point system.
- The bids are subject to the Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452. These conditions are available on request.
- The successful provider will be the one scoring the highest points.
- Payments to the successful bidder in terms of this contract will be processed within 30 days after receipt of a valid tax invoice for goods and/or services rendered to the satisfaction of the municipality.
- The checklist at the back of the bid document must be completed and adhered to.

NB: No quotations will be considered from persons in the service of the state as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations dated 30 May 2005)

Failure to comply with these conditions may invalidate your offer.

Yours faithfully

**D NASSON
MUNICIPAL MANAGER**

REQUEST FOR A FORMAL WRITTEN PRICE QUOTATION

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY

BID NUMBER: 08/2/21/05

CLOSING DATE: 14 July 2023

CLOSING TIME: 10:00

DESCRIPTION: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

The following conditions to bid exist:

(Failure to comply may result in your bid being disqualified)

1. Bidders should ensure that bids are delivered timeously to the correct address as indicated below. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week. **Telephonic, facsimile, electronic/mailed and late bids will not be accepted.**
2. All prices must **include VAT**.
3. Bids will be evaluated according to the 80/20 points system as stipulated in the Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452. The following points system will be applicable:
Price – 80 points
BBBEE level Status– 10 points
Locality of enterprise – 10 points
Total points – 100 points
4. An original or certified copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points.
5. Bid documents can be obtained during office hours from Monday to Thursday: 8h30 -13h00 and 13h45 - 15h30 and Fridays: 8h30 – 13h00 and 14h00 – 14h30 from the Witzenberg Municipality, Supply Chain Unit, Drommedaris Street, Ceres at a cost of R 30.00 per set. The bid documents are also available on our website at <http://www.witzenberg.gov.za/resource-category/tenders?category=92>
6. The bids will be opened in the Council Chambers, Municipal Offices, 50 Voortrekker Street, Ceres in public immediately after the closing time at 10:00.
7. The bid must be properly received in a sealed envelope which must clearly indicate the description of the bid, the bid number and the name and postal address of the bidder on the outside of the sealed envelope. Unmarked bids will not be taken into consideration and will be returned.
8. The lowest or any bid shall not necessarily be accepted and the Municipality reserves the right to accept any part of the bid.
9. **Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.**
10. Do not dismember this Bid Document (do not take it apart or put documents between its pages).
11. All other documents of the submission must be **attached behind** this bid document.
12. The bidder must complete the checklist at the back of this bid document.
13. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 27636 DATED 30 MAY 2005)

SUBMISSION DETAILS

<p>SUBMISSION OF BID DOCUMENTS: TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices of Witzenberg Municipality 50 VOORTREKKER STREET, CERES</p>
<p>CONTACT DETAILS FOR ENQUIRIES: Ms S Mentor Tel: (023) 312-1761: Email: supplychain@witzenberg.gov.za</p>

D NASSON
MUNICIPAL MANAGER

**WITZENBERG MUNICIPALITY
TERMS OF REFERENCE (TOR)**

1. SCOPE

1.1 Purpose

Bids are hereby invited for the **Monitoring of drinking water Quality in the Witzenberg Area** for a period of 3 months from date of contract signing. Monitoring must include the following:

- 1.1.1 Taking of samples
- 1.1.2 Analyses of samples
- 1.1.3 Inspections on different works if necessary.
- 1.1.4 Monthly reports which includes solutions for failures.

Sampling and analysing of raw water sources (dams/ springs/ boreholes/ rivers), process and treated water at the WTWs, reservoirs and distribution networks in the Witzenberg Municipal area. Samples must be collected, preserved, analysed, reported on and archived in such a way so as to provide a complete history and database over the contract period.

1.2 Background and description of project

Witzenberg Municipality is presently responsible for **five (5)** Water Treatment Plants spread throughout the municipal area.

The plants and sample points in question can be summarized as follows:

- Ceres Water Treatment Plant
- Prince Alfred's Hamlet Water Treatment Plant
- Op-die-Berg Water Treatment Plant
- Tulbagh Water Treatment Plant
- Wolseley Water Treatment Plant

1.3 Pre-Qualification Criteria

- 1.4.1 Bidder must score the minimum points for functionality.
- 1.4.2 The tenderer must own, manage and operate their own laboratory facility. (Proof must be attached)

1.4 Special Conditions of Contract

- 1.5.1 Analytical data are to be submitted under the letterhead of the laboratory concerned and duly signed by the laboratory manager. Transference of data to a Certificate of Analysis under the letter head and signature of the inspector will not be accepted.
- 1.5.2 The client reserves the right to inspect the laboratory facilities of the consultant at any time during normal office hours throughout the period of this contract.
- 1.5.3 The laboratory must be registered and situated within the **Western Cape**. Successful bidder to establish a registered laboratory in the **Western Cape** within one (1) month after awarding of tender.
- 1.5.4 Response time for re-sampling is within 24 hours after notification. Penalty of R1500 per calendar day for late response may be applied.
- 1.5.5 The data must be saved in such a way that all data needed by the municipality must be available immediately on request in a usable excel spreadsheet format.

1.5.6 All data specified and required by Witzenberg Municipality must be loaded on time onto DWS's IRIS web-based system every month.

2. EVALUATION CRITERIA

This bid will be evaluated according to the criteria and weight given in the table below:

Evaluation Criteria	Points
2.1 Price	80
2.2 B-BBEE Level Status	10
2.3 Locality of Enterprise	10
Total Points on offer	100

3. Functionality

Only those tenderers who satisfy the following criteria are eligible to submit tenders.

3.1 Minimum score for quality / Functionality

To be considered for an appointment in terms of this tender, tenderers must achieve the minimum score for quality as stated below:

Scoring Quality

The maximum pre-qualification points for quality are **45** evaluated points.

Description of quality criteria	Maximum possible score	Actual points scored	
Work experience of Tenderer	10		= A
Key personnel	15		= B
Accreditation and techniques used to test a parameter	10		= C
Loading of parameter results	5		= D
Sampler Training	5		= E
Maximum possible score for quality	45		F = A + B + C + D + E

Points will be awarded to tenderers who compete, as relevant, and include in their tender submission the following duly completed Schedules / Forms which are included in Returnable Schedules of the tender documents as follows:

The minimum score for quality is 31. Tenderers that fail to achieve the minimum score for quality will be rejected.

3.2 Work Experience

The tenderer must complete Schedule 3 in Returnable Schedules, which is a list of all work completed by the tenderer relating to the Scope of Works, which has been completed in the past five years. Up to 10 points will be awarded to the tenderer.

Work Experience of Tenderer		
Similar contracts <u>DRINKING WATER QUALITY AND ADVISORY SERVICES</u> (individual values) successfully COMPLETED related to the Scope of Works in the past five years	Points	Score
>R1 million (incl. VAT)	2 projects or more = 10 1 project only = 7	
R500 000.00 (Incl. VAT) ≥ R1 million (incl. VAT)	2 projects or more = 5 1 project only = 3	
>R 500 000.00 (incl. VAT)	2 projects or more = 2 1 project only = 1	
	Score (A)	

3.3 Key personnel

The laboratory responsible for all the analyses should be operated under the direct control of a Registered Professional Natural Scientist (Project Leader) in the appropriate discipline in terms of section 20(3) of the Natural Scientific Professions Act, 2003 (Act 27 of 2003) (Registration proof of Natural Scientist must be attach).

The following to be attached:

- a. Registration proof of Natural Scientist

PROJECT LEADER / COORDINATOR		
Experience as Project Leader / Coordinator	Points	Score
Registered scientist with ≥ 15 years verifiable post graduate experience	5	
Registered scientist with < 15 but ≥ 10 years verifiable post graduate experience	3	
Registered scientist with < 10 but ≥ 5 years verifiable post graduate experience	1	
Score (B1)		

The Lab manager must be a Registered Professional Natural Scientist in the appropriate discipline in terms of section 20(3) of the Natural Scientific Professions Act, 2003 (Act 27 of 2003). (Proof must be attached).

LAB MANAGER		
Experience as Lab Manager	Points	Score
Registered scientist with ≥ 10 years verifiable post graduate experience	5	
Registered scientist with < 10 but ≥ 5 years verifiable post graduate experience	3	
Registered scientist with < 5 years verifiable post graduate experience	1	
Score (B2)		
Score (B) = B1 + B2		

Points will be allocated to tenderers who have registered process controller classification overseeing sampling and providing advisory services. Attach proof of registration.

FIELD AGENT		
Experience as Field Agent	Points	Score
Process controller with registration of ≥ 5 years	5	
Process controller with registration of < 5 but ≥ 3 years	3	
Process controller with registration of with < 3 years	1	
Score (B2)		
Score (B) = B1 + B2		

3.4 Accreditation to test a parameter

The laboratory providing the analytical services **must be registered with and have SANAS accreditation in accordance with the recognised International Standard ISO/IEC 17025 for both chemical and microbiological analyses or participating in a Proficiency Testing scheme with satisfactory z-scores less than 2 ($Z < 2 = \text{Satisfactory}$)**. (Proof must be attached).

The following must be attached:

- Accreditation certificate (Micro & Chemical)
- History of Proficiency testing Z-scores schemes
- Calibration Proof
- Z-scores for both micro and chemical parameters.
- NLA certificates if necessary
- Methods used for analysis

Accreditation to test a parameter		
Experience as Project Leader	Points	Score
Accreditation between 100% - 70% for parameters	10	
Accreditation between 70% - 50% for parameters	7	
Accreditation between 50% - 0% for parameters	0	
	Score (C)	

3.5 The loading of monthly results on the DWS IRIS Systems

Tenderers must be registered on the DWS IRIS system to load the drinking water quality results. Proof to be submitted in the form of registration number or official certificate / letter from DWS.

Loading of results on IRIS system		
Parameters loaded on IRIS	Points	Score
Parameters loaded with the use of a LIMS system that is integrated with the DWS IRIS System	5	
Parameters loaded by hand onto DWS IRIS System	2	
	Score (D)	

3.6 Sampler Training

Samplers must have been subjected to the relevant sampling training that will ensure the credibility of the sampling process and proof of compliance must be submitted with this tender. (Proof must be attached).

Sampler Training		
	Points	Score
Samplers have been subjected to the relevant sampling training	5	
Samplers have not been subjected to the relevant sampling training	0	
	Score (D)	

Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers, will score **NO** points in the particular regard.

SCHEDULE 1: DETAILS OF KEY PERSONNEL:

The tenderer shall insert in the spaces provided below details of the key personnel required to be in employment of the tenderer or a specialist consultant / firm, in order for the tenderer to be eligible to submit a tender for this project. The Curriculum Vitae of each individual must be appended to this schedule. Tenderers must supply details of the personnel that will be engaged in this contract.

Role and responsibility in the contract: PROJECT LEADER / COORDINATOR				
NAME	POSITION IN THE COMPANY	PROPOSED PROJECT TEAM POSITION	QUALIFICATION	NO OF YEARS RELEVANT EXPERIENCE
Role and responsibility in the contract: LAB MANAGER				
NAME	POSITION IN THE COMPANY	PROPOSED PROJECT TEAM POSITION	QUALIFICATION	NO OF YEARS RELEVANT EXPERIENCE
Role and responsibility in the contract: FIELD AGENT				
NAME	POSITION IN THE COMPANY	PROPOSED PROJECT TEAM POSITION	QUALIFICATION	NO OF YEARS RELEVANT EXPERIENCE

MAXIMUM NUMBER OF POINTS ALLOCATED: 10

SIGNED ON BEHALF OF THE TENDERER.....

SCHEDULE 2: ACCREDITATION TO TEST A PARAMETER

The tenderer must stipulate the equipment / techniques to be used to test the parameter. The tenderers must also stipulate the accreditation (SANAS) or if the tenderer is taking part in any Water Check Proficiency test for that specific parameter. Specify by saying no accreditation.

Analytical Methods

Specific methods used for the analysis of the various parameters must be according to the relevant SANS 241-1:2015 specifications. Where improved analytical methods are available, these may be motivated and submitted for approval.

All accreditation certificates must be attached.

Description	Equipment / Techniques	Accreditation (SANAS)
E.coli		
Total Coliforms		
Heterotrophic plate count		
Cryptosporidium (protozoan parasites)		
Giardia (protozoan parasites)		
Somatic Coliphages		
Colour as Pt		
Conductivity @25°C		
Total Dissolved Solids		
pH@ 25°C		
Turbidity		
Free Chlorine (Residual)		
Total Chlorine as Cl		
Monochloromine		
Ammonia as N		
Chloride as Cl ⁻		
Fluoride as F ⁻		
Nitrate as N		
Nitrite as N		
Combined nitrate plus nitite		
Sodium as Na		
Sulphate as SO ₄		
Zinc as Zn		

Description	Equipment / Techniques	Accreditation (SANAS)
Aluminium as Al		
Iron as Fe		
Manganese as Mn		
Copper as Cu		
Antimony as Sb		
Arsenic as As		
Cadmium as Cd		
Total Chromium as Cr		
Cyanide as CN ⁻		
Lead as Pb		
Mercury as Hg		
Nickel as Ni		
Selenium as Se		
Uranium as U		
Barium as Ba		
Boron as B		
Combined Trihalomethanes		
Chloroform		
Bromoform		
Dibromochloromethane		
Bromodichloromethane		
Total Organic Carbon as C		
Phenols		
Total Microcystin as LR		

MAXIMUM NUMBER OF POINTS ALLOCATED: 10

SIGNED ON BEHALF OF THE TENDERER.....

THE FOLLOWING TESTS MUST BE DONE ON A WEEKLY BASIS FOR ONLY THE FINAL TREATED WATER (5):

		HOW MANY SAMPLES
Microbiological:	E.Coli	5
	Total Coliforms	5
Alert Levels	Heterotrophic Plate count	5

THE FOLLOWING TESTS MUST BE DONE ON A MONTHLY BASIS FOR ALL SAMPLE POINTS:

		HOW MANY SAMPLES
Microbiological:	E.Coli	33
	Total Coliforms	33
Physical:	Colour	33
	Conductivity	33
	Total Dissolved Solids	33
	pH@ 25°C	33
	Turbidity	33
	Free Chlorine	33
	Total Chlorine	33
	Chemical (Macro)	None
Chemical (Micro)	Aluminium	33
	Iron	33
	Manganese	33
Alert Levels	Heterotrophic Plate Count	33

RAW WATER SAMPLES ON A MONTHLY BASIS AT ALL WATER TREATMENT WORKS (5) – BEFORE CHLORINATION

THE FOLLOWING TESTS:

		HOW MANY SAMPLES
Microbiological:	E.Coli	5
	Total Coliforms	5
Physical:	Turbidity	5
Chemical (Micro)	Aluminium	5
Alert Levels	Heterotrophic Plate count	5

**WITZENBERG MUNICIPALITY
Technical Specifications**

BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

The following minimum specifications must be complied with and clearly marked to serve as confirmation:

ITEM NR	DESCRIPTION	COMPLY		
		Yes	No	Details of deviations. If not sufficient space, attached annexure of deviations
1	WEEKLY MONITORING			
1.1	Weekly monitoring must include the following: Taking of samples			
1.2	Analyses of samples			
1.3	Report back			
1.4	Immediate alert response i.e. failures and re-sampling.			
2	MONTHLY MONITORING			
2.1	Monthly monitoring must include the following: Taking of samples			
2.2	Analyses of samples			
2.3	Inspections on different works if necessary.			
2.4	Monthly reports			
2.5	Immediate alert response i.e. failures and re-sampling.			
3	SAMPLE ANALYSIS			
3.1	Samples drawn by the consultant during his inspection should be suitably preserved and returned to his laboratory for full analysis according to the schedule provided in the attached Appendix.			
4	REPORTING			
4.1	The consultant will be required to submit a report on all the sample points within 7 working days of the date of sampling.			
4.2	Reports are to be submitted to the client electronically, supplemented by hard copy written reports where required.			
4.3	Failures should be reported within 48hours			
5	GENERAL			
5.1	The analytical methods specified in the attached schedule should be scrupulously adhered to.			
5.2	Analytical data are to be submitted under the letterhead of the laboratory concerned and duly signed by the laboratory manager.			
5.3	Transference of data to a Certificate of Analysis under the letter head and signature of the inspector will not be accepted.			
5.4	The client reserves the right to inspect the laboratory facilities of the consultant at any time during normal office hours throughout the period of this contract.			
5.5	Analytical data are to be submitted under the letterhead of the laboratory concerned and duly signed by the laboratory manager. Transference of data to a Certificate of Analysis under the letter head and signature of the inspector will not be accepted.			
6	FREQUENCY OF INSPECTIONS			
6.1	For the five water treatment plants and distributions, monthly samples must be collected analyzed.			

The bidder hereby confirms that the information given above is true and correct:

.....
(Name in Print)

.....
(Signature)

.....
(Capacity)

.....
(Date)

DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Physical address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Contact details of the person signing the bid, being duly authorised to do so:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact details of the senior manager responsible for overseeing contract performance:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact Details of the Bidder's proposed Project Manager who will represent the Bidder in the implementation processes:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Company income tax number	
Tax Compliance Status System PIN (issued by SARS)	
VAT registration number	
Company registration number	
Any other Registration applicable to this Industry	
Banking details	Name of account holder: _____ Name of bank: _____ Account number: _____ Branch code: _____

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY					
BID NUMBER:	08/2/21/05	CLOSING DATE:	14 JULY 2023	CLOSING TIME:	10:00
DESCRIPTION	MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS				
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 (STREET ADDRESS)

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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			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	Supply Chain		CONTACT PERSON	Mr N Jacobs	
CONTACT PERSON	Ms S Mentor		TELEPHONE NUMBER	023 316 8540	
TELEPHONE NUMBER	023 312 1761 / 5		FACSIMILE NUMBER	023 312 3472	
FACSIMILE NUMBER	023 312 1934		E-MAIL ADDRESS	nathan@witzenberg.gov.za	
E-MAIL ADDRESS	supplychain@witzenberg.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE 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.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

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

SIGNATURE OF BIDDER:

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

DATE:

RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ (Name of Bidder)

Held at _____ (place)

On _____ (date)

RESOLVED THAT:

1. The enterprise submit a bid to Witzenberg Municipality in respect of the following project:

BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

2. Mr/Mrs./Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(Specimen signature)

be, and is hereby, authorized to sign the bid and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and or all documentation resulting from the award of the bid to the enterprise mentioned above.

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Enterprise Stamp

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE (VARIATIONS) WILL NOT BE CONSIDERED

Name of Bidder:	Bid Number: 08/2/21/05
Closing Time: 10:00	Closing Date: 14 JULY 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

MONTH ONE: 01 August to 31 August 2023
MONTH TWO: 01 September 2023 to 30 September 2023
MONTH THREE: 01 October 2023 to 31 October 2023

1. WEEKLY: MICROBIOLOGICAL & ALERT LEVELS

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
					1	Ceres	4	5	4		
16	ODB	4	5	4							
17	PAH	4	5	4							
22	TULBAGH	4	5	4							
29	WOLSELEY	4	5	4							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: WEEKLY					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

2. MONTHLY: MICROBIOLOGICAL

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
					1-12	Ceres	12	12	12		
13-16	ODB	4	4	4							
17-21	PAH	5	5	5							
22-28	TULBAGH	7	7	7							
29-33	WOLSELEY	5	5	5							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: MONTHLY: MICROBIOLOCAL					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

3. MONTHLY: PHYSICAL

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
1-12	Ceres	12	12	12							
13-16	ODB	4	4	4							
17-21	PAH	5	5	5							
22-28	TULBAGH	7	7	7							
29-33	WOLSELEY	5	5	5							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: MONTHLY: PHYSICAL					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

4. MONTHLY: CHEMICAL (MICRO)

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
1-12	Ceres	12	12	12							
13-16	ODB	4	4	4							
17-21	PAH	5	5	5							
22-28	TULBAGH	7	7	7							
29-33	WOLSELEY	5	5	5							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: MONTHLY: CHEMICAL MICRO					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

5. MONTHLY: ALERT LEVELS

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
1-12	Ceres	12	12	12							
13-16	ODB	4	4	4							
17-21	PAH	5	5	5							
22-28	TULBAGH	7	7	7							
29-33	WOLSELEY	5	5	5							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: MONTHLY: ALERT LEVELS					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

6. MONTHLY: RAW WATER

SAMPLE POINTS DRINKING WATER											
Sample point nr	AREA	NR OF UNITS (A) MONTH 1	NR OF UNITS (B) MONTH 2	NR OF UNITS (C) MONTH 3	MONTH ONE		MONTH TWO		MONTH THREE		
					UNIT PRICE (INCL VAT) (D)	TOTAL PRICE (INCL VAT) (A)X(D)	UNIT PRICE (INCL VAT) (E)	TOTAL PRICE (INCL VAT) (B)X(E)	UNIT PRICE (INCL VAT) (F)	TOTAL PRICE (INCL VAT) (C)X(F)	
RW 1	WBWMCR-001	1	1	1							
RW 2	WBWMOD-002	1	1	1							
RW 3	WBWMPR-003	1	1	1							
RW 4	WBWMTB-004	1	1	1							
RW 5	WBWMWO-005	1	1	1							
TOTAL BID PRICE (INCL VAT) FORWARD TO SUMMARY: MONTHLY: RAW WATER					TOTAL PRICE MONTH 1		TOTAL PRICE MONTH 2		TOTAL PRICE MONTH 3		

SUMMARY: MONTHLY

ITEM NR	DESCRIPTION	MONTH 1 BID PRICE (INCL VAT)	MONTH 2 BID PRICE (INCL VAT)	MONTH 3 BID PRICE (INCL VAT)
1	WEEKLY			
2	MICROBIOLOGICAL			
3	PHYSICAL			
4	CHEMICAL (MICRO)			
5	ALERT LEVELS			
6	RAW WATER			
TOTAL BID PRICE (INCL VAT) forwarded to SUMMARY		TOTAL PRICE MONTH 1	TOTAL PRICE MONTH 2	TOTAL PRICE MONTH 3
PROVISIONAL SUM FOR RESAMPLES		R 30 000		
FINAL BID OVERALL PRICE				

Bids will be evaluated and awarded as a whole and not per item. It is compulsory for bidders to bid for all items as set out in the pricing schedule. If not, the bid will be considered as non-responsive.

- Required by: Mr N Jacobs
- At: Various Destinations
- *Delivery: Firm
- Period required for delivery:

Note: Delivery costs must be included in the bid price and delivered to the prescribed destination.

VALUE ADDED TAX

The following forms part of the General Conditions of Contract (July 2010):

Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Witzenberg Municipality is **4000-846-206**.

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder?):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

.....

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

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

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

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES** / **NO**

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	Personal income tax reference number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

RESPONSIVENESS AND EVALUATION CRITERIA

NB: Witzenberg Municipality may verify any information submitted in terms of this proposal and any information that is incorrect may result in that Bid being automatically disqualified and not considered further.

RESPONSIVENESS CRITERIA

No bid will be considered by Witzenberg Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements):

- a) The bid must be properly received in a sealed envelope which must clearly indicate the description of the service and the bid number on the outside of the sealed envelope for which the bid is submitted.
- b) The bid must be deposited in the relevant Bid box as indicated on the notice of the bid on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/mailed and late bids will not be accepted.**
- c) **Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.**
- d) An original or copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points.
- e) All requested relevant and/or additional documentation such as Compliance Certificates, professional registration, artisan qualification, etc, must be submitted with the bid document.
- f) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, bid will be deemed to be non-responsive.
- g) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (Annexure A).
- h) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- i) **Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.**
- j) If the entity submitting a bid is a Joint Venture or Consortium or Partnership, each party to that formation must submit all the above information.
- k) The bidder must adhere to the Pricing Instructions. **Bids will be evaluated and awarded as a whole and not per item. It is compulsory for bidders to bid for all items as set out in the pricing schedule. If not, the bid will be considered as non-responsive.**
- l) **Arithmetical Errors**
Responsive bids will be checked for arithmetical errors and corrected in the following manner:
 - I. Where there is a discrepancy between the amounts in figures and words, the amounts in words shall govern.
 - II. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - III. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

- m) The Bidder's details must be provided.
- n) The necessary document authorising the Representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- o) The Declaration of Interests by the bidder must be completed and signed.
- p) The bid must comply with all the minimum technical specifications.
- q) The MBD 9 (prohibition of restrictive practices) must be completed and signed.
- r) Checklist at the back of the bid document must be completed and adhered to.

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulation, the Preferential Procurement Policy Framework Act no 5 of 2000 and the revised Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.
- b) The Council reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

AREAS TO BE INCLUDED IN EVALUATION PROCESS:

Evaluation of Preference Points

The point's allocation for this bid will be as follows:

Price	80 points
B-BBEE Status Level of Contribution	10 points
Locality of Enterprise	<u>10 points</u>
Total	<u>100 points</u>



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

Made and entered into between:

Witzenberg Municipality
(hereinafter referred to as the "Client")

AND

(Hereinafter referred to as the Client)

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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.
- 16.5 Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Witzenberg Municipality is **4000-846-206**.

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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

28. LIMITATION OF LIABILITY

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

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

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

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

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 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

Signed at on thisday of 20.....

As Witnesses:

1.

CLIENT

2.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Maximum points for enterprises within Witzenberg Municipal area OR	10	
Maximum points for enterprises within Cape Winelands District region OR	5	
Maximum points for enterprises within the Western Cape Province OR	2	
Outside of the boundaries of the Western Cape	0	
BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of points claimed (80/20 system)
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully 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. Tick (✓) the applicable box below:**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS** invitation for the bid made by **WITZENBERG MUNICIPALITY** does hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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.**

- 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

10. NOTIFICATION OF DECISION AND APPEAL PERIOD

If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Services Act 2000 (Act 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within **21 days** of notification of the decision.

Any bidder wishing to exercise this right must submit their appeal in writing to the Municipal Manager, PO Box 44, Ceres, 6835. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the bidder of the decision of the Supply Chain Management Bid Adjudication Committee or Municipal Manager as applicable.

Bidders are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No 3 of 2000).

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.



BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

Authorization to deduct outstanding amounts

To: Municipal Manager, Witzenberg Municipality

From: _____
(Name of Bidder or Consortium)

AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

I, THE UNDERSIGNED, _____,
(Full name in block letters)

Hereby authorise the Witzenberg Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due to us / me.

.....
Signature

THUS DONE AND SIGNED for and on behalf on the Bidder / Contractor

at on the day of 20.....
(Place) (Date) (Month) (Year)

in the presence of the subscribing witnesses.

AS WITNESSES:

1..... Name in Block Letters:
(Signature)

2..... Name in Block Letters:
(Signature)

To: Municipal Manager, Witzenberg Municipality

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

BID 08/2/21/05: MONITORING OF DRINKING WATER QUALITY IN THE WITZENBERG AREA FOR A PERIOD OF 3 MONTHS

NAME OF THE BIDDER:

FURTHER DETAILS OF THE BIDDER/S; Proprietor / Director/s / Partners, etc:

Physical business address of Bidder	Municipal Account numbers

If there is not enough space for all the names, please attach the additional details to the Bid Document

Name of Director/Member/Partner	Identity number	Physical residential address of Director/Member/Partner	Municipal Account numbers

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days. Bidders must attach a copy of their Municipal Account.

Signature

THUS DONE AND SIGNED for and on behalf on the Bidder / Contractor

at _____ on the _____ day of _____ 20_____
(Place) (Date) (Month) (Year)

Please Note: Even if the requested information is not applicable to the Bidder, the table above should be endorsed. Not Applicable and THIS DECLARATION MUST STILL BE SIGNED



CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

**Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed page containing the details of bidder			
2. Valid Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.			
3. An original or certified copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points			
4. Adhered to the pricing instructions (MBD 3.1)			
5. Completed and signed declaration of interest (MBD 4)			
6. Preference points claimed and signed declarations (MBD 6.1)			
7. Signed declaration of bidder's past supply chain management practices (MBD 8)			
8. Prohibition of Restrictive Practices (MBD9) be completed and signed.			
9. Comply with full specifications.			
10. Bidder must initial every page of this bid document.			
11. Bidder must attach full specifications if it deviates from the said specification			
12. Latest municipal account of the bidder and its directors must be attached			
a. If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. letter from landlord			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name