HARRY GWALA DISTRICT MUNICIPALITY

TENDER DOCUMENT FOR: PROVISION OF SEWER JETTING, HONEY SUCKING AND WATER CARTING SERVICES WITHIN HARRY GWALA DISTRICT MUNICIPALITY FOR A PERIOD OF 24 MONTHS

CONTRACT NUMBER: HGDM924/HGDM/2026

TENDER AMOUNT IN RANDS:

……

TENDER AMOUNT IN WORDS:

……
……

The Municipal Manager
Harry Gwala District Municipality
40 Main Street
Ixopo
3276

Tel: 039 834 8700
Fax: 039 834 1701

NAME OF
SERVICE COMPANY :

CONTACT PERSON :

TELEPHONE :

EMAIL :

ADDRESS :

CSD Registration of a Number: ……

SARS PIN ……

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HARRY GWALA DISTRICT MUNICIPALITY

"Together We Deliver and Grow"

OFFICE OF THE MUNICIPAL MANAGER

40 Main Street, Private Bag X501, IXOPO 3276

Tel: (039) 834 8707 Fax: (039) 834 1701

Email: madolon@harrygwaladm.gov.za

BID NOTICE

Bids are hereby invited from qualified and experienced Bidders for the provision of the following services for the Harry Gwala District Municipality.

PROJECT NAME	TENDER NUMBER	CLOSING DATE
PROVISION OF SEWER JETTING, HONEY SUCKING AND WATER CARTING SERVICES WITHIN HARRY GWALA DISTRICT MUNICIPALITY FOR A PERIOD OF 24 MONTHS	**HGDM924/HGDM/2026**	**10 DECEMBER 2026 AT 12H00**

Invalid or non-submission of the following documents will lead to immediate disqualification.

- A Joint-Venture Agreement, if applicable, must be submitted with tender.

The following returnable documents must be submitted with the bid:

- Prices must be firm and must be inclusive of all applicable taxes.
- The following MBD forms must be submitted will all Bids (available on our website and reception) MBD 1, 3, 4, 8 and 9.
- A signed MBD 6.1 form must be completed to claim for preference points.
- Service providers must quote as per specification required.
- All bids submitted shall be valid for 90 days after the tender closing date.
- Valid tax clearance certificate or SARS pin.
- Attach CSD report not older than 30 days.
- Your company must be registered on the municipal database and central supplier database.
- Municipal utility bill for municipal rates and services for all directors of the company (owners, shareholders. Executive directors / non-executive directors) and for the company to confirm that Municipal rates are not in arrears for more than 90 days.

- Attach a valid lease agreement if the company is leasing the office space.
- Attach a valid lease agreement if the director is leasing accommodation.
- Attach affidavit if account is under parents, siblings, grandparents and you are not paying any Municipal rates.
- Attach affidavit if the company is operating from the rural areas and is not liable for municipal rates.

- The bid will be evaluated as follows:

First stage: Functionality Second stage: Price and specific goals

The 80/20 preference point scoring system will apply:
Price 80 points
Specific Goals 20 points

SPECIFIC GOALS

PREFERENCE POINT SYSTEM DESCRIPTION		NUMBER OF POINTS		VERIFICATION DOCUMENTS
SPECIFIC GOALS				
Promotion of enterprise located within the Harry Gwala District Municipality	**Locality**	8	**8**	I.D documents of directors and CIPC documents/ CSD
Promotion of enterprise located within the province of KwaZulu-Natal		5		
Promotion of black owned enterprises - Ownership of more than 51%	**Ownership**	12		I.D documents of directors. shareholder certificates and CIPC documents/ CSD
Promotion of black owned enterprises - Ownership ≤51%		5	**12**	I.D documents of directors. shareholder certificates and CIPC documents/ CSD
Total points			**20**	

CLOSING DATE

The closing date for the bid is as per the table above. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes, addressed to **The Municipal Manager.**

Bids must be deposited in the Bid Box at the reception area of Harry Gwala District Municipality, 40 Main Street, Ixopo before the closing date and time. Telegraphic, telexed or faxed bids will not be considered, and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

BID ENQUIRIES

All bid enquiries and other matters shall be directed to Mrs. M Ntamane during working hours on Tel.:039-834 5574 email: ntamanem@harrygwaladm.gov.za

COLLECTION OF BID DOCUMENTS

Bid documents may be collected from the **16 November 2026** between **09h00 to 16h00** at **Harry Gwala District Municipality Offices**, **Finance Services Department**, **situated at Ixopo 40 Main Street, Ixopo 3276**. Tender documents will be issued upon payment of a non-refundable cash fee of **R500.00** each. Bid documents can also be downloaded on the municipal website: **www.harrygwaladm.gov.za**.

Personal information will be processed in accordance with POPIA and used only for purposes related to this tender.

GM. Sineke
Municipal Manager

SECTION A: SCM Key Compliance

The following mandatory requirements will apply to this bid.

1. The suppliers must submit CSD full report or CSD Registration Number not older than 30 days.
2. Municipal utility bill for municipal rates and services for all the company.
3. A signed MBD 1,4,6.1,8, and 9 forms must be completed in full and signed submitted with all Bids.
4. A Joint-Venture Agreement, if applicable, must be submitted with tender.
5. The tender offer must be fully completed and signed by a person authorized to sign on behalf of the Tenderer.

General SCM compliance

Tender offers will only be accepted if:

The tenderer must purchase the tender document or download it from the HGDM website.

6. The tenderer submits a valid Tax Compliance Status (TCS) Pin by the South African Revenue Services or has planned to meet outstanding tax obligations.
7. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector.

8. The tenderer has not:
    a. abused the Employer's Supply Chain Management System; or
    b. failed to perform on any previous contract and has been given a written notice to this effect.

9. The tenderer has completed the Declaration of Interest and Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

10. The tenderer is required to complete the Banking Details schedule.

11. Submit proof of a Public Liability Insurance Policy to the value of at least R10 Million providing cover against all claims (including claims related to the use or misuse of firearms), against the Council, service provider or its employees; only if applicable.

12. All returnable schedules are to be completed, and all relevant certificates attached where indicated.

NB: In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each alteration. The municipality reserves the right to reject the tender if corrections are not made in accordance with the statement above. (Usage of correction pen is not permitted.

SECTION B

REGISTRATION ON THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIERS DATABASE AND CENTRAL SUPPLIER DATABASE (CSD)

1.1 In terms of the Harry Gwala District Municipality Supply Chain Management Policy Framework, all suppliers of goods and services to the Municipality are required to register on the Municipal Suppliers Database. If the supplier is not registered at the closing time of bid, the supplier is required to submit a copy of the registration application form to supply chain management unit.

1.2 If you wish to apply for registration, forms may be downloaded from the website, **http://www.harrygwaladm.gov.za**, or obtained by collecting it in the offices of the Municipality (SCM).

2 Suppliers must be registered with the central supplier database in accordance with **National Treasury Instruction No. 4A of 2016/2017: Central Supplier Database**

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may;

3.1 De-register the supplier from the Database,

3.2 Cancel a Bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable quotation is accepted, or less favourable arrangements are made.

4. Application for registration on to the municipality's supplier database must be submitted at Harry Gwala District Municipality (Supply Chain Management Unit).

5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER IS REQUIRED TO SUBMIT A COPY OF THE REGISTRATION APPLICATION FORM TO SUPPLY CHAIN MANAGEMENT UNIT.

SECTION C

DECLARATION THAT INFORMATION ON HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

……....., WHO REPRESENTS (state name

Of bidder)…….

AM AWARE OF THE CONTENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLIER DATABASE WITH RESPECT TO THE SUPPLIER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE EVALUATION PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

……
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE: ……

SECTION D: RECORD OF ADDENDUM TO TENDER DOCUMENTS

Note: This *is only applicable where the addendum was issued only.*

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Harry Gwala District Municipality may result in your tender submission being declared non-responsive.

SIGNATURE: ..... DATE: .....
(Of person authorised to sign on behalf of the Tenderer)

SECTION E: APPOINTMENT LETTERS AND REFERENCE LETTERS

Bidders must have specific relevant experience and submit references (in the form of written proof/(s) on organization's letterhead, including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number, and email addresses) of similar work undertaken.

Reference Letters are to be signed and be stamped by the organization the bidder has worked for.

NB: In a case where a bidder has purchase orders, those purchase order must be accompanied by the signed stamped reference letters.

Example. - Each Appointment letter must be accompanied by a Reference letter
Each Purchase order must be accompanied by a reference letter

SIGNATURE: ..... DATE: .....
(of a person authorized to sign on behalf of the Tenderer)

SECTION F:

PROJECT NAME: PROVISION OF SEWER JETTING, HONEY SUCKING AND WATER CARTING SERVICES WITHIN HARRY GWALA DISTRICT MUNICIPALITY FOR A PERIOD OF 24 MONTHS.

THE SCOPE OF WORKS ENTAILS UNBLOCKING OF SEWER SYSTEMS USING HIGH PRESSURE JETTING EQUIPMENT, EMPTYING OF SEPTIC TANKS BY HONEY SUCKING AND WATER SUPPLY AND DELIVERY BY WATER TRUCKS. THE PROVISIONING OF THESE SERVICES WILL BE AS AND WHEN REQUIRED BY THE MUNICIPALITY FOR THE PERIOD OF 24 MONTHS.

1. **SCOPE OF WORK**

In awarding this Tender, Harry Gwala District Municipality expects the Services Provider to be responsible for but not limited to, the following:

Item	Description of work
1.	**High Pressure Jetting**
1.1	Place warning signs and protective barriers to prevent unauthorized access to the jetting site.
1.2	Check that the jetting nozzles have no blocked holes that may cause the system to over-pressurize.
1.3	Ensure that the correct confined space regulations have been met before entering a drain or sewer and attempt to place or retrieve the jetting nozzle from a pipeline opening.
1.4	Operate the high-pressure equipment to clear all blockage debris.
1.5	Due to the terrain and nature of work to be done it is highly recommended that the jetting truck must not exceed 10 ton
2.	**Cleaning the jetting site**
2.1	Clean any dirt and debris from the jetting site to minimize the risk of tripping or injury to clients and members of the public.
2.2	Ensure that the blockage debris has been removed to a safe place.
2.3	Ensure that the jetting site is cleaned thoroughly and free from odour.
3.	**Provision of Honey Sucking Service**
3.1	Emptying of septic/conservancy tanks through honey sucking and disposal to wastewater treatment woks
4.	**Provision of water; using water tankers**

4.1	Supply and delivery of portable water to predetermined areas/villages around the district.
4.2	A 15 000 KL truck is highly recommended.

2. INSURANCES REQUIRED

- The Supplier shall submit within seven (7) days from date of receipt of the Provisional Letter of Acceptance, to the Head: Supply Chain Management, the following Insurances and Surety:
- Third Party Insurance to the value of R1 000 000.00 (for any single claim) for any damages to private property/persons arising out of this contract. The policy must be in force for the full duration of the contract period. For any single claim.
- Works Insurance to an amount of the total tender amount.
- Further to the above, the supplier shall indemnify the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.
- When the Head: Supply Chain Management is, in her absolute discretion satisfied with the above arrangements, a Final Letter of Acceptance will be forwarded to the Supplier, confirming that the tender and the letter constitute a binding agreement between the Contractor and the Harry Gwala District Municipality.

3. CONTRACT PERIOD

The contract shall remain in effect for a period of twenty-four (24) months from the date of commencement. The appointed service provider will be expected to maintain consistent service levels, adhere to delivery schedules, and comply with all relevant standards and municipal requirements for the entire contract period.

SECTION G: BILL OF QUNATITIES

EMERGENCY SEWER JETTING, HONEY SUCKING AND WATER CARTING SERVICES:					
Item	**Description**	**Unit**	**Qty**	**Rate (Rate Only)**	**Total**
SEC A	**HIGH PRESSURE SEWER JETTING SERVICES:**				
1.1	***Sites:*** *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM* • High pressure jetting: *(Including travel time)* 1. Per Hour (7:45am - 16:30pm) 2. After hours (16:30pm – 7:45am).	hour hour hour			
1.2	***Sites:*** *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM* • Travelling costs from base station to site. ***(Base station to be within the Harry Gwala DM)***	/Km: As per AA rates		As per AA rates	As per AA rates
SEC B	**HONEY SUCKING SERVICES:**				
2.1	***Sites:*** *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM* • Honey Sucking: *(Including travel time)* 3. Per Hour (7:45am - 16:30pm) 4. After hours (16:30pm – 7:45am).	hour hour			
2.2	***Sites:*** *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM*	As per AA rates		As per AA rates	As per AA rates

	• Travelling costs from base station to site. ***(Base station to be within the Harry Gwala DM)***				
SEC C	**WATER CARTING SERVICES:**				
	Sites: *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM* • Water Provisioning: *(Including travel time)* 5. Per Hour (7:45am - 16:30pm)	Hour			
3.2	***Sites:*** *Greater Kokstad LM, Dr NDZ LM, Johannes Phomane Phungula LM and uMzimkhulu LM* • Travelling costs from base station to site. ***(Base station to be within the Harry Gwala DM)***	As per AA rates		As per AA rates	As per AA rates
	Sub - Total [SECA +SECB + SECC]				
	%VAT				
	TOTAL				

NB:

- ***All claims for kilometers travelled will be accompanied by AA form confirming rates applicable for that Truck.***
- ***The escalations for the year two to be determined by the national inflation rate / percentage for the preceding year.***

SECTION H: EVALUATION CRITERIA

The bid will be evaluated in two stages namely:

- Stage 1 - Functionality
- Stage 2 - Price and Preferential Points

Stage 1: Functionality

Description	Maximum Allocated Points
Experience of Bidder with respect to Sewer Jetting Services, Honey Sucking and Water carting Services	30
Proof of Ownership of Jetting Machine, Honey Sucker truck and Water tanker truck.	30
Jetting Truck operating pressures	20
Financial Capacity	20
TOTAL MAXIMUM POINTS	**100**

Key Criteria Aspect	Basis for Points allocation	Score	Max Score	Verification Method
Relevant Experience in Sewer Jetting Services/Honey Sucking / Water carting Services	4 years and above of experience in Sewer Jetting Services/Honey Sucking / Water carting Services.	30	30	Appointment letter on the letterhead of previous employer and reference letter with valid traceable contact details.
	1- 3 years of experience in Sewer Jetting Services/Honey Sucking / Water carting Services.	20		
	Less than 1 year of experience	0		
Proof of Jetting Machine / Water truck/ Honey Sucker truck ownership.	Proof of ownership or contract with a contracted service provider with Jetting machine, Water carting truck and Honey sucking Truck.	30	30	Valid logbook for own Jetting Machine/Water Truck/Honey Sucker truck OR Proof of contract with a contracted service provider including logbook for jetting machine/Water
	Proof of ownership or contract with contracted service provider with any two of these trucks; Jetting machine/ Water carting/Honey sucking Truck.	20		

	Proof of ownership or contract with contracted service provider with any one of these trucks; Jetting machine/ Water carting/Honey sucking Truck.	10		truck/Honey Sucker truck. **NB: No appointment to be made to a bidder who fail to produce; proof of ownership or proof of contract with a contracted Service provider.**
Jetting Machine operating pressure	Operating pressure = 250 bar minimum and above	20	20	Valid pressure certificate for Jetting Machine.
	Operating pressure of 100 < 250 bar	10		Valid pressure certificate for Jetting Machine.
Financial Capacity	Undoubted for the amount of your enquiry	A = 20	20	Bank rating letter from the bank.
	Good for tender amount quoted	B = 15		
	Average to good for tender enquiry, if strictly in the way of business	C = 10		
	Rating below good (D) All ratings from D and below to score O	D-E-F = 0		
TOTAL POINTS			**100**	

A score of less than 65 out of 100 points for functionality will render the tender nonresponsive; this therefore indicate that, the onus rests with the tenderer to supply sufficient information to allow for evaluation and award of points detailed above. If insufficient information is supplied, zero points will be awarded for that item. Please note that, functionality points will only be utilized to determine the responsiveness of tenders and will not be utilized further in the evaluation process.

Any tender that will scores below 65 points on functionality will be regarded as non-responsive and shall not proceed to the second stage of evaluation.

Stage 2:

This bid shall be evaluated in terms of the Preferential Procurement Policy Framework Act (No 5 of 2022), bidders may claim preference points in terms of the Specific Goals. The 80/20 preference point system will be used for this bid.

SPECIFIC GOALS

The tender will be evaluated on the 80/20 Preferential Point System.

(a) Price : 80 points
(b) Specific Goals : 20 points

PREFERENCE POINT SYSTEM DISCRIPTION	NUMBER OF POINTS	VERIFICATION DOCUMENTS
SPECIFIC GOALS	**20**	
• **LOCALITY**		
Promotion of enterprise located within the Harry Gwala District Municipality	8	I.D documents of directors and CIPC documents/ CSD
Promotion of enterprise located within the province of KwaZulu-Natal	5	I.D documents of directors and CIPC documents/ CSD
• **OWNERSHIP**		
Promotion of black owned enterprises - Ownership of more than 51%	12	I.D documents of directors. shareholder certificates and CIPC documents/ CSD
Promotion of black owned enterprises - Ownership ≤51%	5	I.D documents of directors, shareholder certificates and CIPC documents/ CSD
Total points	**20**	

SECTION I: RELEVANT EXPERIENCE

Bidders must have specific experience and submit appointment letters as well as references (in a form of written proof/(s) on organization's letter head ad including relevant contact person, nature of service, contract amount, commencement date, telephone number, fax number and email addresses) of similar work undertaken.

The following is a statement of work of a similar nature successfully executed by myself/ourselves:

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year

Failure to provide the necessary information will compromise the bidding document.

SIGNED ON BEHALF OF THE BIDDER

……

SECTION J : ENTERPRISE QUESTIONNAIRE

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1. Name of enterprise: _____

Section 2. VAT registration number, if any: _____

Section 3. CIDB registration number, if any: _____

Section 4. Particulars of sole proprietors and partners in partnerships.

Name*	**Identity number***	**Personal income tax number***

** Complete only if sole proprietor or partnership and attach separate page if more than three partners.*

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

Name of spouse, child or parent	**Name of institution, public offices, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

If any of the above boxes are marked, disclose the following*:* Insert separate page if necessary.

Section 7.

Record of spouses, children and parents in the service of the state

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

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

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

Name of spouse, child or parent	Name of institution, public offices, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	**Within last 12 months**

* Insert separate page if necessary.

The undersigned, who warrants that he/she is dully authorised to do so on behalf of the enterprise:

i. authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order.

ii. confirms that neither the name of the enterprise or the name of any partner, manager, director or other persons, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption.

iv. confirms that I/we am/are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise name: _____

SECTION K

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HARRY GWALA DISTRICT MUNICIPALITY					
BID NUMBER:	HGDM924/HGDM/2026	CLOSING DATE:	10 DECEMBER 2026	CLOSING TIME:	12h00
DESCRIPTION	PROVISION OF SEWER JETTING, HONEY SUCKING AND WATER CARTING SERVICES WITHIN HARRY GWALA DISTRICT MUNICIPALITY FOR A PERIOD OF 24 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 THE RECEPTION AREA

40 MAIN STREET
IXOPO
3276

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				**TOTAL BID PRICE**	**R**	
SIGNATURE OF BIDDER	……			**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	**BTO**	CONTACT PERSON	MRS M NTAMANE
CONTACT PERSON	MR TB MNGUNI	TELEPHONE NUMBER	039 834 5572
TELEPHONE NUMBER	039 834 8700/1	FACSIMILE NUMBER	039 834

			1701
FACSIMILE NUMBER	039 834 1701	E-MAIL ADDRESS	
E-MAIL ADDRESS	Mngunit@harrygwaladm.gov.za	ntamanem@harrygwaladm.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

6. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

7. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

8. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

SECTION L: **MBD3**

FORM OF OFFER AND ACCEPTANCE

NAME OF BIDDER (ORGANISATION): _____

A. OFFER

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

BID NO: HGDM924/HGDM/2026

The Bidder, identified in the Offer signature block below, by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract.

Price:

R..... (*in figures*)

*including VAT	
*excluding VAT	

** tick relevant box*

Amount in words.....

.....

The prices / rates quoted must be firm	**Is the delivery period stated firm? Yes/No: .....**
Name: *(of person authorised to sign the bid)*	**Signature:**
Name of Witness:	**Signature of Witness:**
Date:	***Failure of a Bidder to sign this form will invalidate the bid***
Address of Organisation: _____ _____ _____ ***Telephone No.*** _____ ***Fax No.*** _____	

B. ACCEPTANCE

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

Name : *(of person authorised to sign the bid)*	**Signature:**
Capacity:	**Date:**
Name of Witness:	**Signature of Witness:**

HARRY GWALA DISTRICT MUNICIPALITY

SECTION M: **MBD 4**

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 favoritism, 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, hareholder[2]):……..

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. ……

……..

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

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

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

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

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.

……

……

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**	**State Employee Number**

5. DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 4 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……
Signature Date

…… ……
Position Name of bidder

SECTION N:

MBD 6.1

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

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

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

---

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.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

(c) 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)	DOCUMENTS REQUIRED FOR VERIOFICATION
Locality Goals	**8**		
Promotion of enterprise located within the Harry Gwala District Municipality	8		I.D documents of directors and CIPC documents/ CSD
Promotion of enterprise located within the province of KwaZulu-Natal	5		I.D documents of directors and CIPC documents/ CSD
Ownership Goals	**12**		
Promotion of black owned enterprises - Ownership of more than 51%	12		I.D documents of directors. shareholder certificates and CIPC documents/ CSD
Promotion of black owned enterprises - Ownership ≤51%	5		I.D documents of directors, shareholder certificates and CIPC documents/ CSD
Total	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……

4.4 Company registration number: ……

4.5 TYPE OF COMPANY/ FIRM

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

☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SECTION O: **MBD 8**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

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

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? *(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).* ***The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.***	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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

4.7.1	If so, furnish particulars:

CERTIFICATION

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

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

…… **……**
Signature **Date**

…… **……**
Position **Name of Bidder**

SECTION P:

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

_____that:

(Name of Bidder)

1 I have read and I understand the contents of this Certificate;

2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

…… ……
Signatur Date

…… ……
Position Name of Bidder

SECTION Q:

CERTIFICATE OF AUTHORITY FOR SIGNATURE

The Tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE / CONSORTIUM	
				Incorporated	
				Unincorporated	

The Tenderer must provide a certificate in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise(s) **and such resolution shall include a specimen signature of the signatory.**

Failure to provide the certificate(s) in the form of a resolution as described above shall result in the tender being considered non-responsive and rejected.

NB: Certificate of Authority" to sign all documents in connection with this Tender and any contract or agreement which may arise therefrom, duly signed and dated, shall be provided by the Board of Director(s) of the firm and shall be attached and must be on a Company letter head (signature of signatory is required) example (s) is provided below.

(I) CERTIFICATE FOR SOLE PROPRIETOR

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

Specimen Signature of Sole Owner: .....

Date: .....

(II) CERTIFICATE FOR CLOSE CORPORATION

I / We, the undersigned, being the key members in the business trading as..... ..... hereby authorise Mr/Ms ....., acting in the capacity of ....., to sign all documents in connection with the tender for Contract No. ..... and any contract resulting from it on our behalf.

Signatures of Members:

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory: .....

Date: .....

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as ……

hereby authorise Mr/Ms
……

acting in the capacity of ....., to sign all documents in connection with the tender for Contract No. ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Specimen Signature of Signatory: ……

Date: ……

(IV) CERTIFICATE FOR COMPANY

I ....., chairperson of the Board of Directors of....., hereby confirm that by resolution of the Board (Copy attached) taken on ..... 20....,

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Signature of Chairman:

.....

Specimen Signature of Signatory: .....
Date: .....

(V) CERTIFICATE FOR JOINT VENTURE / CONSORTIUM

[This Returnable Schedule is to be completed by a Joint Venture / Consortium]

We, the undersigned, are submitting this tender offer in Joint Venture / Consortium and hereby authorise Mr/Ms....., authorised signatory of the company ....., acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting therefrom on our behalf.

NAME OF COMPANY	**ADDRESS**	**DULY AUTHORISED SIGNATORY**
Lead Partner		Signature…… Name…… Designation…… Date……
		Signature…… Name…… Designation…… Date……

		Signature……. Name…… Designation……. Date…….

In addition to this Certificate of Authority on behalf of the JV or Consortium, separate Certificates of Authority are also required from each parent company to the Joint Venture or Consortium. These must be in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise to sign the JV or Consortium Certificate of Authority.

For example, if a joint venture partner is a limited liability company, then a resolution of the board of directors for that company is required to demonstrate that the person signing on behalf of the JV has the authority to do so from the parent company. The tenderer must do this either by using the relevant pro forma certificate (I), (II), (III) or (IV), as provided in this Returnable Form B, for that particular type of parent organisation, or by providing a certificate in the form of a resolution of the partners or directors authorising the signatory on behalf of the enterprise **and such resolution shall include a specimen signature of the signatory.**

SECTION R:

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

Tender Number: HGDM924/HGDM/2026 **Name of the Tenderer:** _____

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

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical **residential** address of Director / Member / Partner	Municipal Account number(s)

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 if overdue for more than 30 days.

_____
Signature

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

at _____ on the _____ day of _____ 2026.

<u>Please note</u>:
Even if the requested information if not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.

SECTION S: BANK DETAILS

The Bidder shall provide details of banking details which shall be applicable to this contract.

Bank Details - Bank Name:

Address: .....

Account Number: .....

Contact Person: .....

Tel No.: .....

Fax No.: .....

Auditor Details - Firm Name:

Address: .....

Firm Number: .....

Contact Person: .....

Tel No.: .....

Fax No.: .....

SIGNED ON BEHALF OF THE BIDDER: .....

SECTION T:

SPECIAL INSTRUCTIONS AND NOTICES TO SERVICE PROVIDERS REGARDING THE COMPLETION OF BID FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT, 2003, THE HARRY GWALA DISTRICT MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

1. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
2. The supplier is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
3. Bids submitted must be complete in all respects.
4. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
5. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
6. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
7. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
8. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
9. No bid submitted by telefax, telegraphic or other electronic means will be considered.
10. Bid documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
11. Any alteration made by the supplier must be initialled.
12. Use of correcting fluid is prohibited
13. Bids will be opened in public as soon as practicable after the closing time of bid.
14. Where practical, prices are made public at the time of opening bids.
15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached

SECTION U:

CONDITIONS OF BID

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Harry Gwala District Municipal Administration (hereinafter called the "Harry Gwala District Municipality") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:

a) the offer herein shall remain binding upon me and open for acceptance by the Municipality during the validity period indicated and calculated from the closing time of the bid;
b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Municipal Finance Management Act, 2003, the Harry Gwala District Municipality Supply Chain Management Policy Framework, and the General Conditions of Contract.
c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Municipality. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bid and by the subsequent acceptance of any less favourable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

.....

.....

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANTY THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:

1) The bidder will furnish documentary proof regarding any quote issue to the satisfaction of the Municipality, if requested to do so.

2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

   (a) Recover from the supplier all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or

   (b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellation.

SIGNED ON THIS ..... **DAY OF** ..... **20** .....

AT .....

....
SIGNATURE OF SUPPLIER OR DULY AUTHORISED REPRESENTATIVE **NAME IN BLOCK LETTERS**

ON BEHALF OF (BIDDER'S NAME): .....

CAPACITY OF SIGNATORY: .....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....

POSTAL ADDRESS .....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

CELLULAR PHONE NUMBER: .....

E-MAIL ADDRESS: .....

SECTION V

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

1. Inspections, tests and analyses

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

1.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

1.3 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.

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

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

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

1.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

2. Packing

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

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

3. Delivery and documents

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

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

4. Insurance

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

5. Transportation

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

6. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

6.2 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.

7. Spare parts

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

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

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

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

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

8. Warranty

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

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

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

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

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

may have against the supplier under the contract.

9. Payment

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

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

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

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

10. Prices

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

11. Contract amendments

11.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

12. 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.

13. 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.

14. Delays in the supplier's performance

14.1 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.

14.2 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.

14.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

available.

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

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

15. 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.

16. Termination for default

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

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

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

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

16.2 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.

16.3 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.

16.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

16.6 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.

16.7 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.

17. Anti-dumping and countervailing duties and rights

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

18. Force Majeure

18.1 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.

18.2 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.

19. Termination for insolvency

19.1 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.

20. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

21. 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.

22. 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.

23. Applicable law

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

24. 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.

25. Taxes and duties

25.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

25.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

25.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

26. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

27. Prohibition of Restrictive practices

27.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

27.3 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.