

MAGARENG LOCAL MUNICIPALITY



Project Description:

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WATER TANKERING SERVICES FOR PERIOD 1 YEAR AS AND WHEN REQUIRED

BID NO: TECH08/2022/23

BIDDER:

AMOUNT:

CLOSING DATE: 14 APRIL 2023

CLOSING TIME: 12:00 pm

ISSUED BY:

Mr Tumelo Thage
Acting Municipal Manager
Magareng Municipality
PO Box 10
Magrieta Prinsloo Street
Warrenton
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1.1: TENDER NOTICE AND INVITATION TO TENDER

Magareng Local Municipality hereby invites tenders in terms of Section 83 of the Municipal Systems Act, Act 32 of 2000 (as amended) and Sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003 for the following services:

No	Project	BID No	Functionality Criteria		Closing Date
1	Appointment of a Service Provider to Provide Water Tankering Services for Period 1 Year as and when required	TECH 08/2022/23	Experience in Water Tankering Services	40	14 April 2023
			Plant & Equipment (Ownership)	20	
			Public Liability Insurance	20	
			Bank Rating	20	
			Max Possible Points	100	

Tender documents are to be completed in black ink and in accordance with the conditions and rules contained in the bid documents. Tender documents shall be available at Magareng Local Municipality Offices, Magrieta Prinsloo Street, Warrenton, 8530 on the **24 March 2023** until **14 April 2023** upon the payment of a non-refundable document fee of **R 1500 for each document** during office hours from 08h00 – 13:00 on weekdays or on the e-tender website or municipal website for free.

The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Magareng Local Municipality, Magrieta Prinsloo Street, Warrenton, 8530, no later than **14 April 2023 at 12h00**. Details of all bids received will be posted on the municipal website (www.magareng.gov.za).

Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.

Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid. The tender will be evaluated in terms of the 80/20 preference points system of which 80 points will be for price and 20 points for specific goals (HDI and Locality) as illustrated below.

SPECIFIC GOALS			
B-BBEE (10)		Locality (10)	
B-BBEE Status Level of Contributor	Number of Points for HDI	Locality	Number of Points for Locality
1	10	Within the	10

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SPECIFIC GOALS			
B-BBEE (10)		Locality (10)	
B-BBEE Status Level of Contributor	Number of Points for HDI	Locality	Number of Points for Locality
2	9	boundaries of Magareng Local Municipality	
3	7	Within the boundaries of Northern Cape District / Frances Baard District	5
4	6		
5	4		
6	3	Within the boundaries of Northern Cape	2
7	2		
8	1	Outside the boundaries of the Northern Cape or failure to provide proof	0
Non-compliant contributor	0		

Only tenderers that score above the minimum threshold of **70%** of the maximum points for Quality will be considered. Magareng Local Municipality reserves the right not to accept the lowest bid or to award a contract to the bidder scoring the highest number of points.

There will be no briefing session. For SCM related enquiries please contact, Ms Chrystal Kruger, at telephone number 053 497 3111, cckruger29@gmail.com and for technical related enquiries Angela Seleke at 053 497 3111, angela.seleke@gmail.com during office hours from 08h00 to 16h00.

Issued by
Mr Tumelo Thage
Acting Municipal Manager

1.2: CHECKLIST OF MANDATORY DOCUMENTS

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NO	ITEM	CONTRACTOR TICK OFF
1	Local Content	
2	Invitation to Bid MBD 1	
3	Declaration of Good Standing Regarding Tax MBD 2	
4	Pricing Schedule – Firm Prices(Purchases) MBD 3.1	
5	Declaration of interest MBB 4	
6	Preference points claim form MBB 6.1	
7	Declaration Certificate for Local Production and Content for Designated Sectors MBD 6.2	
8	Contract Form – Purchase of Goods / Works MBD 7.1	
9	Declaration of Bidder's Past Supply Chain Management Practices MBB 8	
10	Certificate of Independent Bid Determination MBD 9	
11	Proof of CSD Registration	
12	Tax Clearance Certificate or Tax Compliance Status Pin Issued.	
13	Municipal account	
14	Certified copy of Identification Document of Directors and/or Members.	
15	Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor	
16	Proof of COIDA & UIF compliance	
17	Joint Venture Agreement (if the tenderer is a joint venture)	
18	Record of Addenda	
19	Proposed Amendments and Qualifications	
20	Experience in Water Tankering Services	
21	Plant & Equipment	
22	Public Liability Insurance	
23	Bank Rating	
24	Bill of Quantities	

1.3: TENDER CONDITIONS AND INFORMATION

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1. General and special conditions of contract

The general conditions of contract (GCC) as well as special conditions of contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2. Acceptance or Rejection of a tender

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

4. VAT

Price(s) quoted must be firm and must be inclusive of VAT.

5. Registration on central supplier database

It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

6. Completion of Tender Documents

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

7. Compulsory Documentation

7.1 Tax Clearance Certificate

- a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.
- c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

7.2 Municipal Rates, Taxes and Charges

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)

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- d) Conditions for Lease agreement;
 - i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - ii. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - iii. The Lessee's Entity name must appear on the Lease Agreement

8. Compulsory statutory supporting documents

- a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 3 months).
- b) Valid CIPC documents / copies of company registration documents.
- c) Declaration of interest forms duly completed (MBD documents).
- d) General conditions of contract must be properly signed.
- e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Quotation

- a) Specifications must be disclosed on the quotation.
- b) Quotation must be properly signed and must be on the company's letterhead.

11. Site / Information Meetings

- a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

12. Samples

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

13. Quantities of Specific Items

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

14. Submission of Tender

- a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area of Magareng Local Municipality, Magrieta Prinsloo Street, Warrenton, 8530.
- b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

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

16. Contact with Municipality after Tender Closure Date

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

17. Opening, Recording and Publications of Tenders Received

- a) Details of all bids received will be posted on the municipal website (www.magareng.gov.za).
- b) Faxed and late tenders will not be accepted.

18. Evaluation of Tenders

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

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 (B-BBEE status) preferential point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

- a) The service provider shall not subcontract the whole of the Contract.
- b) Except where otherwise provided by the service provider, the service provider shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- c) The contractual relationship between the service provider and any subcontractors selected by the service provider in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the service provider had appointed the subcontractor in terms of paragraph (b) above.
- d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the service provider from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the service provider, his agents or employees.

22. Language of Service Provider

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

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

24. Wrong Information Furnished

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

25. Past Practices

- a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

- a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the

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date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

b) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall

B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be a certified copy of the original.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

27. Letter of Good Standing from the Commissioner of Compensation

- a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.
- b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.
- c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

28. Authorized Signatory

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

29. Negotiations

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

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

- i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;

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- ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;
- iii) The Trust, Consortium or Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium or Joint venture.
- iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:
 - a) A valid tax clearance certificate or SARS tax pin, individually;
 - b) an agreement that clearly provides clarity of Profit and liability sharing; and
 - c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.
- v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

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1.4: GENERAL CONDITIONS OF CONTRACT

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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General Conditions of Contract	
1. Definitions	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 "Project site," where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organization purchasing the goods.</p>

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	<p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>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</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance security	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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) an cashier's or certified cheque. <p>7.4 The performance security will be discharged by the purchaser and returned to the provider 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.</p>
8. Inspections, tests	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p>

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and analyses	<p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to 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.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 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.</p> <p>8.5 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.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 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 provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
9. Packing	<p>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.</p> <p>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 instruction ordered by the purchaser.</p>
10. Delivery and documents	<p>10.1 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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental Services	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> 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. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other</p>

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	parties by the supplier for similar services.
14. Spare parts	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and ii. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national</p>

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	<p>department, Provincial department or a local authority.</p> <p>21.4 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.</p> <p>21.5 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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	<p>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.</p>
23. Termination for default	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ol style="list-style-type: none"> 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; if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 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.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> the name and address of the supplier and / or person restricted by the purchaser; the date of commencement of the restriction; the period of restriction; and the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of</p>

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	restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and countervailing duties and rights	24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 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 provider any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such

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	levies imposed outside the purchaser's country.
	32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.
33. National Industrial Participation Programme (NIPP)	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.
34. Prohibition of restrictive practices	<p>34.1 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).</p> <p>34.2 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 purchase 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.</p> <p>34.3 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.</p>

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

1.5: FUNCTIONALITY REQUIREMENTS

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FUNCTIONALITY

1 Experience in Water Takering Services

-40 Points

- 1.1 Traceable letter of appointment or reference letter for completed projects in the Public or Local Government sector in South Africa. The projects should be within previous 10 years period from the date of tender advert. One letter on client's letterhead per project completed. 4 points to be awarded **per letter per project**.

20 points

- 1.2 Highest value of project completed in the Public or Local Government sector in South Africa

20 points

- | | | | |
|----|-------------------|---|-----------|
| a) | < R1 Million | = | 4 point |
| b) | ≥ R1 M but < R3 M | = | 8 points |
| c) | ≥ R3 M but < R5 M | = | 16 Points |
| d) | ≥ R 5 M | = | 20 points |

2 Plant & Equipment

-20 Points

Provide proof of ownership or proof that the following plant can be readily accessible as & when required. (10 points per vehicle).

2 X 12,000 liter Water Tanker with dual rear wheels on tandem axles. Fitted with diesel engine, capacity of 11,000cm³ and developing not less than 200kW (DIN). Elliptical tank manufactured to specification SMV/90/HCV/008

3 Public Liability Insurance

-20 Points

Tenders must submit proof of a Public Liability Insurance to the value of atleast R2 million.

4 Bank Rating

-20 Points

- | | | | |
|----|------------|---|-----------|
| a) | Rating A | = | 20 Points |
| b) | Rating B | = | 15 Points |
| c) | Rating C | = | 10 Points |
| d) | Rating D | = | 5 Points |
| e) | Rating E&F | = | 0 Points |

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1.6: TERMS OF REFERENCE

PREAMBLE

- Water is required to be delivered to water tanks within Magareng Local Municipality. In some instances water will be required by the communities 7 days per week. Water is also required on incidents of sewage blockages within the Municipality to supply High Velocity Sewer Cleaning machines which are used to unblock sewers. Water is also required to be delivered to individual community groupings or informal settlements.
- A reliable Service Provider is required to undertake water deliveries throughout the municipality as and when required, in terms of the deliverables detailed hereunder. The Service contract will be for a period of one (1) year with an option to renew for a period of 6 months, with a financial escalation clause which will commence at the end of the 12 month period after the date of the award.
- This escalation shall be negotiated and agreed upon by both parties, in accordance with CPIX.
- Ideally therefore, in order for the municipality to gain maximum value for money, the capacity of 12,000Lt water tanker (minimum) will only be accepted.
- The position and number of water tanks to be serviced for each designated route will be in relation to the water fill up point. The Base Stations are to be within the local municipality where the water tankers are operating.

Definitions of terms in the Document

Item	Definition
Base Station	The location where the Water tanker is based when not in use.
Daily rate	The cost of the Water Tanker and Driver/operator per day.
Designated Route	The most economical route that a Water Tanker should use when delivering water to water tanks during the course of a normal day. Such routes will take into account the terrain covered, road conditions, steepness of road gradient, and be a function of the capacity of the Water Tanker in relation to the number of Water Tanks to be serviced on each route. The number of Water tanks serviced on each designated route shall remain constant.
Kilometer rate	The running costs of the water tanker per kilometre travelled which includes fuel, mechanical repairs,

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Service Log	servicing, insurance and a Driver. A log sheet that is kept inside each Water Tanker detailing all pertinent information of the daily movements, operation of each Water tanker. All trucks must have a tracking device.
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1. WATER TANKERS - GENERAL

1.1 Transmission

- The transmission of the vehicle must be as specified by the applicable traffic legislation. The vehicle can be manual or automatic, 6X4 or 6X6
- The vehicle should be a rigid truck with a maximum output of 260KW/354hp at 1900rpm (or Higher), to withstand the harsh terrain.
- Brand and Model are too be detailed and submitted.

1.2 Ancillary equipment:

- The Water Tanker will have an adequate suction pump and hose, the minimum length of which is 8m, and have a minimum of 4 (1 inch side taps) outlets with 4 delivery hoses. There should also be at least one 2-inch outlet supplying water from a 50mm heliflex hose which is 10 meters long.
- Each Water Tanker shall carry a tool kit in order to undertake emergency repair work should a break down occur
- The Service Provider is responsible for the supply and periodic replacement, where necessary of items such as the Piping/Hosing that connect from our water collection points to the Water Tanker, to supply and replace when necessary, the Valve key that opens and closes the Valve at the Water collection points.

1.3 Breakdowns

- The Service Provider shall ensure that the closest garage situated to a designated route is in a position to assist should the Water Tanker need mechanical assistance/puncture repairs. Repairs are to be carried out on-site, if possible, and not just sent to the supplier depot.

1.4 Number of Water Tankers required for this contract

- An estimated **3 Water tankers** are needed to service the needs of the Municipality. It must be noted that there may during the term of the agreement be a decrease or an increase in the number of water tankers required. The Municipality shall in writing advice the service provider of such changes, who shall in writing confirm the amendment to the contract and the value thereof. Such shall constitute a valid variation of the agreement.

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1.5 Carrying capacity

- For the purpose of this Tender, the Magareng Municipality requires a minimum size of 12,000Lt water tanker capacity, to ensure that a minimum of two (2) water tanks are filled at once.

2. DISINFECTION

2.1 The Service Provider must ensure that the Water Tankers are disinfected at least one week prior to delivery of the contract commencing. Both Disinfection and Wash Bay Certificates by an Accredited Health Service provider should accompany the Water tankers on delivery.

2.2 The contracted Water tankers are to undergo re-disinfection every three (3) months and new Certificates must be produced, for the duration of the entire contract.

2.3 Water tankers are to be disinfected should they be taken away from site for service or for any other reason. A replacement tanker should be made available in such instances so that service delivery is not delayed.

2.4 The Service Provider must ensure that the trucks are kept clean at all times.

3. MAINTENANCE OF WATER TANKERS

3.1 Water tankers are to be serviced and maintained on a regular basis, the servicing of which shall not interfere with planned water deliveries. It is a requirement that back up vehicles are readily available within 24hrs should an existing tanker be withdrawn from service for whatever reason. Once the service and maintenance on the tanker is completed they must be returned to duty unless it has been deemed unfit/unable to carry out the required work.

3.2 The Service Provider must ensure that the Water Tankers are serviced and maintained locally. (close to the areas where they operate)

3.3 The Service Provider shall ensure that the Water Tankers are adequately insured. The tender must also have Public Liability insurance to the value of at least R2 Million. Proof of insurance is to be submitted.

4. DOCUMENTS TO BE KEPT IN EACH WATER TANKER

The following documentation must at all times be kept inside the Water Tanker in use.

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- 4.1 A valid Certificate of Fitness (C.O.F.) certificate
- 4.2 License disk to be displayed on cab window.
- 4.3 Valid Disinfection and Wash bay certificates
- 4.4 Drivers license
- 4.5 Daily Service log (see paragraph 7.6)

5. WATER TANKERS

The Water Tankers shall:

- a. Be locally based close to the assigned area of operation within the municipality, and be allocated a number.
- b. Be parked at the Base Station when not in use. The Service Provider is to procure and maintain the base station.
- c. Have assigned for its adequate operation, a suitably trained, healthy, experienced driver/operator (one driver/operator per Water Tanker).
- d. Be available for use on other designated routes when called upon to do so.
- e. Have a speedometer and odometer that are both in perfect working order at all times. The onus rests with the Service Provider to ensure this.
- f. Have suitable additives added to the water coolant to prevent it freezing and to assist with cold starts during freezing operating conditions that will be encountered.

6. CONTRACT STIPULATIONS

6.1 The Magareng reserves the right to inspect the Water tankers used in the contract at any time.

6.2 During the tender evaluation process, the Municipality will inspect the Service Providers premises and water tankers and/or logbooks. During this inspection the carrying capacity of the water tankers will be verified and under no circumstances shall water supplied to communities be taken from the source that does not meet the above requirements. For the purpose of potable water delivery, the Municipality insists that the tanks for the tankers are manufactured from stainless steel 3CR12.

*Tenderers are to submit Manufacturer's certificate together with their Tenders. The certificate should confirm the following:

- Confirmation of material used to build tank – Stainless Steel 3CR12.
- Tank Capacity 12,000Lt minimum
- Confirmation that the vehicle is fitted with a power take-off (PTO) pump system

*Failure by Tenderers to comply with the above may result to disqualification.

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6.3 Only clean potable water will be used when undertaking water deliveries, and under no circumstances shall water supplied to communities be taken from sources that do not meet the above requirements.

6.4 The Magareng Local Municipality absolves itself from any claim arising against it from the Service Provider should damage be caused to vehicles and equipment, or any injuries that may occur to drivers/operators of Water Tankers utilized in the due fulfilment of this contract. The Service Provider must have Public Liability insurance to the value of at least R2 Million.

6.5 Hours of operating of water tankers shall normally be between 07h00 and 17h00 daily. However in many instances, water tankers will be required to operate outside of these hours (See paragraph 8.1 below). Overtime will be paid pro rata using the applicable daily rate charge. Overtime must be pre-approved in writing by the authorised uMDM official.

6.6 Should it be found that the appointed Service Provider does not perform or under performs or fails to observe due diligence in carrying out the deliverables as set out in this contract, the Municipality reserves the right to terminate the contract at any time. Breaches to the contract can include the selling of water from the water tanker to the community, improper behaviour of the driver of the water tanker, failure to deliver water to the agreed localities timeously etc.

6.7 Should the service provider wish to terminate the agreement at any time, 30 days' notice shall be given of this intention.

6.8 Once the Tender has been awarded, the successful Tenderer shall enter into a formal agreement with the Municipality, wherein the exact terms of reference for the operation of the contract shall be detailed.

6.9 The municipality reserves the right to make use of other services providers in cases of emergency or where the service provider does not have sufficient capacity or is breach of contract.

7 GENERAL SCOPE OF WORK

7.1 Water must be delivered to predetermined locations into storage facilities as instructed by the Municipality.

7.2 The onus rests on the service provider to select the most economical Designated Route to be followed when delivering water to the water tanks. To assist with this process, a map of the Municipality will be provided after the Tender award, on which all Water tanks and water supply points are depicted. Once these routes have been selected, the municipality will vet each designated route. No deviation from the designated route will be allowed.

7.3 The Daily Rate and Kilometre Rate will remain fixed for each size (minimum of 12,000lt) of Water Tanker used during this contract, and is based on the utilization of a 12,000 litre water tanker. (see paragraph 8.1 for further details).

7.3 Source of Water supply

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- Points of Potable water supply will be indicated on a map. The cost of the water supplied will be borne by the Municipality. Only the indicated points of supply are to be used to fill Water Tankers. If necessary, additional points of supply can be made available if required. These points will be indicated by the Municipality.

7.4 Connectivity and Communications

- The Service provider must have a locally based office, within a 200km radius of each designated route to which all enquiries pertaining to the Water Tanker Delivery Service can be directed. The office shall be equipped with :
 - o Telephone
 - o Fax
 - o Email
- All the drivers of the Water tankers shall be equipped with a serviceable mobile cell phone, and be accommodated as close as possible to the relative base station at the cost of the Service provider.

7.5 Base Station

- Your Tendered price is to allow for the delivery of each Water tanker to the relevant Base Station prior to the commencement of the contract.
- The Base Station is the location where the Water tanker is based when not in use. The locality of the base station will be used for the purposes of calculating kilometres travelled during the course of the day for normal water deliveries. At the end of the day, the Water Tanker shall return and be parked at the Base Station.
- It is the duty of the Service Provider to establish individual Base Stations.
- The GPS co-ordinates (degrees, minutes, seconds format) pertaining to the Base Station will be supplied to the Municipality by the Service Provider.
- The Base Station must be located in a secure position which guarantees the safety of the vehicle overnight.
- The Base Station should be located in all instances as close as practically possible to the intended supply routes leading to the Water Tanks, and also to the water supply point from which the Water Tanker draws water.
- In many instances, there will be more than one trip between the Water supply point and the points of delivery during the course of a normal working day.

7.6 Daily Service Log

The Service provider will be required to keep a Daily Service log (and provide signed delivery notes) of the movements of each Water Tanker, therefore each tanker will have to have a tracking device. The

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Daily Service log must be verified and signed by the relevant Magareng official. The log should be kept inside each vehicle and be presented to the municipality for processing and payment on a monthly basis. Details to be recorded by each driver of a Water tanker are as follows:

- Water Tanker Number
- Name and Contact cell number of the driver
- Registration number of water tanker'
- Capacity of the water tanker
- Name or Position of Base Station where the tanker is parked when not in use
- Source of water supply

7.7 Uniforms

- The Service providers drivers or team must have identifiable uniforms and I.D. tags.

8 CHARGE OUT RATES

8.1 WATER DELIVERY TO TANKS

- The Municipality will bear the cost of the water to be delivered.
- The service provider will be paid a daily rate for each Water tanker used for water deliveries.
- In addition, a rate per kilometre will be charged for each kilometre travelled.
- The Tender allows for the costing out of the water delivery service utilizing Water Tankers with a carrying capacity of 12,000l.
- For Tender adjudication purposes it will be assumed that each Water tanker will travel 25km per day.
- Claims will be processed on a monthly basis.
- The daily charge out rate shall remain constant, and no allowances will be made for Saturdays, Sundays and Public holidays.
- Water tankers are expected to work a seven day week, and must be available 24 hrs per day.
- This implies that the Service provider can be called out at any time of the day or night to deliver water.
- Should water deliveries not be possible due to inclement weather or other "Acts of God", beyond the control of the Service Provider, the Service Provider will be entitled to claim half the daily rate.
- The Municipality must be kept informed by the Service Provider should conditions prevail which prevent normal water deliveries. The Municipality ultimately will decide if weather is a factor contributing to the non-delivery of water, and will vet all invoices when submitted in this regard.
- If necessary the Municipality will undertake site inspections to verify conditions during wet weather periods. If water deliveries are interrupted for any of the above reasons, this must be entered into the daily service log.

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8.2 WATER DELIVERIES TO FORMAL/INFORMAL SETTLEMENTS

- In an emergency situation when reticulated areas are without water, emergency water deliveries will become necessary to affected communities. In these instances water is generally dispensed directly into community water containers, buckets etc.

In the above instances, it follows that the distance travelled in any one day will be minimal, and most of the time will be spent dispensing water to affected communities. In such instances, the charges that can be claimed will be as follows:

- (a) The actual distance that the water tanker travels from the nearest base station, or if the vehicle cannot be spared from the Base Station, the actual distance that the Water Tanker travels from the Service Provider's headquarters, charged out at the relevant rate per km.
- (b) The full daily rate shall apply.

9 PAYMENTS

Payments shall be affected within 30days after receipt of a valid original invoice with accompanied supporting documentation including the signed log sheet).

10 METHOD OF OPERATION – WATER TANKER SERVICE

10.1 Designated routes

- The municipality will be divided up into Designated Routes.
- A map detailing the locality of each water supply point in the municipality will be provided after the Tender is awarded.
- The Service provider, by referring to the above map, will initially plan a Designated Route that each water Tanker should follow when delivering water to the Water tanks. (See paragraph 7.3)
- The route selected will be practical and cost effective.
- The designated route shall as far as practically possible always be used when servicing Water Tanks.
- The service Provider will be required to ensure that :
 - (a) A fixed number of Water tanks can be serviced each day using the selected designated route.
 - (b) The water tanks as far as practically possible never run dry.

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10.2 Delivery of Water in emergency situations

- In many instances a verbal request will be issued to the Service Provider to deliver water in emergency situations, or when water is needed for the various Jetting Machines used by the municipality for the unblocking of sewers. In each instance that a verbal request is received to deliver water, the onus rests with the Service Provider to obtain a site instruction in writing from the relevant official in the Magaereng Technical Department authorizing the transport of water for the required service. A copy of the authorized site instruction form in these instances must accompany the invoice when submitting a claim. (See paragraph 8.2)
- Should it be found that the Service Provider is struggling to maintain the water levels in the water tanks; the Service Provider will supply additional water tankers to adequately maintain the service. In this case, the service Provider will be issued with a variation order to increase the scope of water deliveries in the affected area/s.
- There will be at least one monthly progress meeting between the Municipalities water operational personnel and the relevant Service Provider to ensure the smooth operation of the Water Tanker service. The meeting shall take place at the Offices of the Municipalities Technical Department, situated at Magrieta Prinsloo Street, Warrenton. Details of designated project manager to be submitted.

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2.1: RETURNABLE MBD DOCUMENTS

2.1.1 MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAGARENG LOCAL MUNICIPALITY.					
BID NUMBER:	TECH08/ 2022/ 23	CLOSING DATE:	14 April 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WATER TANKERING SERVICES FOR PERIOD 1 YEAR AS AND WHEN REQUIRED				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					

MAGARENG Municipality					
Magrieta Prinsloo Street					
Warrenton					
8530					
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:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain Management		DEPARTMENT	Technical Services	
CONTACT PERSON	Chrystal Kruger		CONTACT PERSON	Angela Seleke	
TELEPHONE NUMBER	053 497 3111		TELEPHONE NUMBER	053 497 3111	
E-MAIL ADDRESS	cckruger29@gmail		E-MAIL ADDRESS	angela.seleke@gmail.com	

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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2.1.2 MBD 2

It is condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.
6. Applications for the Tax Clearance Certificates 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.

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2.1.3 MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER		BID NUMBER	TECH08/ 2022/ 23
CLOSING TIME	12H00	CLOSING DATE	14 APRIL 2023

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

Item no.	Quantity	Description	Bid price in RSA Currency ** (ALL APPLICABLE TAXES INCLUDED)	
			Unit tariff	Total Cost

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)?*YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery:
Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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2.1.4 MBD 4

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity Number:	
3.3	Position occupied in the Company (director, trustee, shareholder 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 (where applicable) 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:	
<p>¹ MSCM Regulations: "in the service of the state" means to be –</p> <p>(a) a member of –</p> <p style="margin-left: 20px;">(i) any municipal council;</p> <p style="margin-left: 20px;">(ii) any provincial legislature; or</p> <p style="margin-left: 20px;">(iii) the National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p>		

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<p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>		
3.9	<p>Have you been in the service of the state for the past twelve months?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.9.1	<p>.....</p> <p>.....</p> <p>.....</p>	
3.10	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.10.1	<p>.....</p> <p>.....</p> <p>.....</p>	
3.11	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.11.1	<p>.....</p> <p>.....</p> <p>.....</p>	
3.12	<p>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.12.1	<p>.....</p> <p>.....</p> <p>.....</p>	
3.13	<p>Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.13.1	<p>.....</p> <p>.....</p> <p>.....</p>	
3.14	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p> <p>.....</p>	YES / NO
3.14.1	<p>.....</p> <p>.....</p> <p>.....</p>	

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4. Full details of directors / trustees / members / shareholders		
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

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2.1.5 MBD 6.1

PREFERENCE POINT CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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	
$P_s = 80$	$1 - \frac{P_t - P_{min}}{P_{min}}$	or	$P_s = 90$	$1 - \frac{P_t - P_{min}}{P_{min}}$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i. What percentage of the contract will be subcontracted

ii. The name of the sub-contractor

iii. The B-BBEE status level of the sub-contractor

iv. Whether the sub-contractor is an EME or QSE
(*Tick applicable box*)

YES		NO	
-----	--	----	--

v. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulation, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc. [*TICK APPLICABLE BOX*]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

BID NO: TECH08/2022/23- APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WATER TANKERING SERVICES FOR PERIOD 1 YEAR AS AND WHEN REQUIRED

2.1.6 MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

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- _____ %
3. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: MAGARENG LOCAL MUNICIPALITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of
.....(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local

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content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

BID NO: TECH08/2022/23- APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WATER TANKERING SERVICES FOR PERIOD 1 YEAR AS AND WHEN REQUIRED

2.1.7 MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:

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DATE

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

....

2.

2.1.8 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 <i>audi alteram partem</i> 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

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MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

CERTIFICATION MBD 8

**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

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2.1.9 MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes 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

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**BID NO: TECH08/ 2022/ 23- APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE WATER
TANKERING SERVICES FOR PERIOD 1 YEAR AS AND WHEN REQUIRED.**

(Bid Number and Description)

in response to the invitation for the bid made by:

MAGARENG LOCAL MUNICIPALITY

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)

2. I have read and I understand the contents of this Certificate;
3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
5. 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;
6. 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
7. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
8. 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;

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-
- 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.
9. 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.
10. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....

Signature	Date
-----------	------

.....

Position	Name of Bidder
----------	----------------

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2: RETURNABLE SCHEDULES

2.2.1 PROOF OF CSD REGISTRATION

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

Attach document to this page

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2.2.2 TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
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**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
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2.2.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

- a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months and must not be in arrears for more than 3 months at the tender closure date.
- b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
- c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
- d) Conditions for Lease agreement;
 - iv. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
 - v. Lessor's Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
 - vi. The Lessee's Entity name must appear on the Lease Agreement

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

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**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

**2.2.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/
SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL
STAMP NOT OLDER THAN 3 MONTHS)**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

**2.2.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION
DOCUMENTS**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
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- 2.2.6 BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BB BEE
CERTIFICATES AND / OR CERTIFIED COPY OF BB BEE
CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED.
IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE
CLAIMED WITHOUT BBBEE CERTIFICATE).**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.8 PROOF OF COIDA & UIF COMPLIANCE

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

**2.2.9 JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT
VENTURE)**

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.10 RECORD OF ADDENDA

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.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

.....
Name

.....
Position

.....
Tenderer

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.11 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

.....
Name

.....
Position

.....
Tenderer

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.12 EXPERIENCE IN WATER TANKERING SERVICES

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.13 PLANT & EQUIPMENT

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.14 PUBLIC LIABILITY INSURANCE

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

2.2.15 BANK RATING

Attach document to this page

Name of Tender:Date:.....

Signature:Position:

Full Name of signatory:

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
MAGARENG MUNICIPALITY FOR A PERIOD OF 12 MONTHS**

3.1: PRICING INSTRUCTIONS

All prices must be inclusive of VAT (if VAT registered) and **must include all costs to render/deliver all goods / services indicated in this Terms of Reference.**

THE FINAL TENDERED AMOUNT INCLUSIVE OF VAT (IF VAT REGISTERED)
MUST BE TRANSFERRED TO **COVER PAGE AND MBD 3.1.**

MAGARENG
MUNICIPALITY

**BID NO: TECH08/2022/23- PROVISION OF PHYSICAL SECURITY SERVICES AND EQUIPMENT FOR
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2.1: BILL OF QUANTITIES

No	Description	Rate for 1 Year Period
	The following schedule is for evaluation purposes only. The tendered rates will form part of the contract agreement between the successful service provider and Magareng Municipality	
1	Kilometer Charges per water tanker (Assumed Travel per Day = 100KM)	
2	Daily Rate (based on one 10,000lt water tanker)	
3	Any other rates associated with the scope of works for the duration of contract a)..... b)..... c).....	
4	Total	
5	Vat (15%)	
6	NET COST (to be taken to the Form of Offer)	
	PRICES MUST BE FIXED FOR THE DURATION OF THE ONE YEAR CONTRACT AND MUST FACTOR IN INFLATIONARY CHARGES FOR THE DURATION. NO OTHER FEES WILL BE CONSIDERED OTHER THAN THOSE THAT ARE DECLARED ABOVE.	
Name of Tender:Date:..... Signature:Position: Full Name of signatory:		