AMAJUBA DISTRICT MUNICIPALITY
INVITATION TO BID

BID No.: T2026/15

APPOINTMENT OF SERVICE PROVIDER FOR THE LEASING OF WATER TANKER, HIGH PRESSURE JETTING MACHINE, TLB AND DESLUDGING TRUCK THAT COMES WITH SERVICE PLAN FOR THE PERIOD OF THREE YEARS (NOT EXCEEDING 328 500KM OVER THE CONTRACT DURATION PER TANKER

Amajuba District Municipality invites bidders registered on the Central Suppliers Database for the leasing of 18 000 litre water tanker, High pressure jetting machine, TLB and desludging truck that comes with service plan on a full maintenance lease for the period of three years, not exceeding 328 500KM per tanker over the duration of the contract. Bid documents with detailed information can be downloaded from the website www.amajuba.gov.za / e-tender website. Only bids from registered dealers will be considered. An original or certified copy of registration as car dealership to be submitted with the bid document.
NB: This bid will be evaluated on price in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and Preferential Procurement Regulations of 2022 wherein 80 points are for price, and 20 points are for specific goals. The enclosed forms must be scrutinized, completed and submitted together with your bid.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification documents
HDI Points: 1. Business owned more than 50% by black person. 2. Gender = Female 3. Youth 4. Disability Specific goals: 5. Promotion of business located within Amajuba District Municipality	5 5 3 2 5	1. CSD Report/ company registration certificate 2. ID copies/CSD report 3. ID copies/CSD report 4. Medical Certificate 5.Attached municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is not older than 3 months

Bidders are required to submit original tax clearance certificates or Tax Compliance Status Pin or CSD number. Completed bid documents in sealed envelopes endorsed **"Bid No. T2026/ LEASE OF WATER TANKER, HIGH PRESSURE JETTING MACHINE, TLB AND DESLUDGING TRUCK THAT COMES WITH SERVICE PLAN FOR THE PERIOD OF THREE YEARS (NOT EXCEEDING 328 500KM OVER THE CONTRACT DURATION PER TANKER"** must be deposited in the Municipality's tender box located in the reception of the Amajuba District Municipality on or before the closing date, whereby bids will be opened in public. Bids that are not sealed and numbered will not be considered. The tender validity period is 90 days after tender closing date. The Amajuba DM is not obliged to award the lowest or any bid. Late bid documents will not be considered.
Technical enquiries must be directed to **Mr Sifiso Cele** or by email sifisoc@amajuba.gov.za and SCM related enquiries are to be directed to **Mr. Sabelo Zulu** on 034 329 7200 or by email sabeloz@amajuba.gov.za .

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Closing date: Monday, 21 September 2026 @ 12h00 noon

MRS CB MKHIZE
MUNICIPAL MANAGER

AMAJUBA
DISTRICT MUNICIPALITY

TERM OF REFERENCE FOR LEASING OF WATER TANKER TRUCK, HIGH PRESSURE JETTING MACHINE, TLB AND DESLUDGING TRUCK THAT COMES WITH SERVICE PLAN FOR THE PERIOD OF THREE YEARS (NOT EXCEEDING 328 500KM OVER THE CONTRACT DURATION PER TANKER

1. PURPOSE

The Amajuba District Municipality hereby wish to appoint a qualified Service providers for the lease of 1 X water tanker, 1 X High pressure jetting machine,1 X TLB and 1x desludging truck that comes with service plan of at least (90 000km) and warranty of at least (120 000km) for all plant except TLB not more than 5000hrs.This service will be requested as in when required for the period of three years.

2. BACKGROUND

The Amajuba District Municipality have the challenge of executing the primary job of providing with the services of Water and Sanitation as their co-function of their service delivery. In addressing the challenge of backlogs of service to the community in an absence of internal own plant ADM decide to lease the plants to minimise turnaround time of breakdown

3. REQUIREMENTS

Only bids from registered dealers will be considered. An original or certified copy of registration as car dealership to be submitted with the bid document.

4. SPECIFICATIONS

4.1 WATER TANKER

- **Tank Capacity:** 18 000 Liters.
- **Material:** Constructed from high-grade carbon steel, stainless steel, or rotomolded polyethylene to prevent internal rusting and leaks.
- **Tank Shape:** Elliptical or cylindrical to lower the **center of gravity** and reduce rolling risks. (Sits low on chassis)
- **Baffle System:** Internal partitions (baffles) limit water surge and sloshing during transit, improving driving stability
- **Rugged Application (Working in rural areas, on rural gravel and rocky roads).**

Chassis & Powertrain

- **Axle Configuration:** 4x4 (double axle) for 18,000Litres 8x2 for heavy-duty capacity
- **Engine Output:** Heavy-duty diesel engines ranging from 440 hp to haul massive water payloads.
- **Suspension:** Heavy-duty leaf spring systems to manage fluctuating weight loads
- **Towing winch (Front)**

Tank Builds

- Pumping & Spray System PTO Driven Pump: Power Take-Off (PTO) system uses the truck engine to operate high-pressure water pumps.
- Hose Reels: Side and rear manifold taps 5 each side, ball valves, 80mm yellow heliflex hoses, hooks to hold yellow heliflex hoses on both sides.
- See through gauge pipe to monitor water level.
- Rear Climbing ladder with platform

Each water tanker must:

- Be fitted with 6mm internal baffles to prevent water surge.
- Have clearly marked capacity indicators.
- Be fitted with operational flow meters
- Hatch to be of 600mm diameter
- Have lockable access hatches.
- Tank to be mounted direct mount on Chassis
- Outside surface thoroughly cleaned, primed and painted with 2 coats 2K enamel.
- At minimum 6 taps (3 each side connected directly to tank or common manifold)
- Steel mud guards and mudflaps
- Rear channel bumper and lights

Braking and Safety Systems

- Braking: Full air-type disc brakes on both front and rear axles.
- Safety Features: ABS (Anti-lock Braking System), AEBS (Advanced Emergency
- Braking System) and driver alert support.

Additional Mandatory Vehicle Requirements

Be fitted with:

- Reverse alarm
- Reflective safety markings
- Rotating amber beacon
- Fire extinguisher
- Spare wheel and tools
- Centrifugal Water pump driven by PTO
- Register for vehicle license disc and COR.

4.1.1 Water Tank Truck Leasing BOQ

Item no.	Description	Unit	Qty	Rate	Total Amount
1.	**Site Establishment**				
1.1	Establish 18 000L water truck on-site (including licensing, cleaning, and delivery).	Sum	1		
2.	**Rental Equipment & Operations**				
2.1	Lease of 18 000Lheavy-duty water truck on a dry basis per month.	No.	1		
3.	**Full Maintenance Lease (FML) Allocation**				
3.1	Scheduled preventive maintenance (Oil changes, filters, chassis greasing, structural tank inspection).	Month	1		
3.2	Component repair/replacement (PTO device, hydraulic spray system pumps, deflector spray bars). Wear and tear inclusive.	Sum	1		
4.	**Site De-establishment**				
4.1	De-establish assets from site upon contract conclusion.	Sum	1		
				Total	**R.**

4.2 SPECIFICATIONS FOR A TLB

- **Engine**: High torque diesel.
- **Drivetrain**: 4x4/AWD with pendulum-mounted front axle.
- **Hydraulics**: Powerful, enclosed, self-adjusting system.
- **Loader**: Straight arms, robust lifting capacity.
- **Backhoe**: Strong boom for precise digging.
- **Brakes**: Boosted, multiple-disc, ISO-compliant.
- **Attachments**: Optional sweepers, agricultural tools, side implements.
- **Applications**: Excavation, loading, site prep, agriculture, landscaping These specifications make TLBs highly versatile and efficient machines for a wide range of tasks

No	Vehicle Type	Engine Capacity of at least	Quantity	Additional requirement
1	Tractor Loader and Backhoe	• Engine, delivering up to 90 horsepower.	1	Type Front Wheel Power Steering Hydrostatic AWD Cylinder, One (1) Double-acting Bore 65 mm Stroke 120 mm Rod Diameter 36 mm Turning Circle AWD (inner wheel not braked) Outside Front Wheels 8.18 m Outside Widest Loader Bucket 10.97 m CSIR Tender Documentation SS-F-SPU-032 Rev 04 Request for Quotation This is not a Purchase Order. Page 11 of 27 Machine Dimensions Mechanical Turbo Rated Power (standard) @ 2,200 rpm Gross Power ISO 14396 68.5 kW (93 hp) ISO 9249 66.0 kW (88 hp) Torque Rise (net) @ 1,200 rpm 38% Maximum Torque @ 1,400 rpm 394 N·m Bore 105 mm Stroke 127 mm Transmission Travel speeds of Two Wheel Drive backhoe loader at full throttle, when equipped with 16.9×28 rear tires. 40 km/h Power-Shuttle transmission Backhoe Dimensions and Performance Standard Stick – 4.3 m Digging Depth, SAE Maximum 4119 mm Digging Depth, Manufacturer’s Maximum 4709 mm Digging Depth, Digging Depth, 6

4.2.1 Tractor Loader Backhoe Leasing BOQ

Item no.	Description	Unit	Qty	Rate	Total Amount
1.	**Site Establishment**				
1.1	Establish TLB 400-430 engine on-site (including licensing, cleaning, and delivery).	Sum	1		
2.	**Rental Equipment & Operations**				
2.1	Lease of 400-430 engine on a dry basis on per month.	No.	1		
3.	**Full Maintenance Lease (FML) Allocation**				
3.1	Scheduled preventive maintenance (Oil changes, filters, chassis greasing, mechanism inspection).	Month	1		
3.2	Component repair/replacement (PTO device, hydraulic spray system pumps, deflector spray bars). Wear and tear inclusive.	Sum	1		
4.	**Site De-establishment**				
4.1	De-establish assets from site upon contract conclusion.	Sum	1		
				Total	**R……..**

4.3 SPECIFICATION FOR HIGH PRESSURE JETTING SEWER TRUCK

- Comply with strict safety standards
- Complete system of water tanker and jetting low on chassis

4.3.1 Core Specifications - Tank

- **Tank Capacity:** 10 000L
- **Material:** Constructed from high-grade carbon steel, stainless steel, or rotomolded polyethylene to prevent internal rusting and leaks.
- **Tank Shape:** Elliptical or cylindrical to lower the **center of gravity** and reduce rolling risks. (Sits low on chassis)
- **Baffle System:** Internal partitions (baffles) limit water surge and sloshing during transit, improving driving stability

Chassis & Powertrain

- **Axle Configuration:** 4x4 (double axle) for 10 000L t, 8x2 for heavy-duty capacity
- **Engine Output:** Heavy-duty diesel engines ranging from 440 hp to haul massive water payloads.
- **Suspension:** Heavy-duty leaf spring systems to manage fluctuating weight loads
- **Towing winch (Front)**

Tank Builds

- Generator engine to operate high-pressure of water
- Hose coiling drum
- See through gauge pipe to monitor water level.

4.3.2 Specification - Truck

Braking and Safety Systems

- Braking: Full air-type disc brakes on both front and rear axles.
- Safety Features: ABS (Anti-lock Braking System), AEBS (Advanced Emergency
- Braking System) and driver alert support.

Additional Mandatory Vehicle Requirements

Be fitted with:

- Reverse alarm
- Reflective safety markings
- Rotating amber beacon
- Fire extinguisher
- Spare wheel and tools
- High pressure pump
- Register for vehicle license disc and COR.

4.3.3 High-pressure jetting Leasing BOQ

Item no.	Description	Unit	Qty	Rate	Total Amount
1.	**Site Establishment**				
1.1	Establish 400-430 engine of high pressure jetting on-site (including licensing, cleaning, and delivery).	Sum	1		
2.	**Rental Equipment & Operations**				
2.1	Lease of 400-430 engine of high pressure jetting on a dry basis per month	No.	1		
3.	**Full Maintenance Lease (FML) Allocation**				
3.1	Scheduled preventive maintenance (Oil changes, filters, chassis greasing, mechanism inspection).	Month	1		
3.2	Component repair/replacement (PTO device, hydraulic spray system pumps, deflector spray bars). Wear and tear inclusive.	Sum	1		
4.	**Site De-establishment**				
4.1	De-establish assets from site upon contract conclusion.	Sum	1		
				Total	**R……..**

4.4 SPECIFICATION FOR DESLUDGING WATER TRUCK

- Comply with strict safety standards
- Complete system of desludging water tanker

4.4.1 Core Specifications - Tank

- **Tank Capacity:** 10 000
- **Material:** Constructed from high-grade carbon steel, stainless steel, or rotomolded polyethylene to prevent internal rusting and leaks.
- **Tank Shape:** Elliptical or cylindrical to lower the **center of gravity** and reduce rolling risks. (Sits low on chassis)
- **Baffle System:** Internal partitions (baffles) limit sewer water surge and sloshing during transit, improving driving stability
-

Chassis & Powertrain

- **Axle Configuration:** 4x4 (double axle) for 10 000Litres, 8x2 for heavy-duty capacity
- **Engine Output:** Heavy-duty diesel engines ranging from 440 hp to haul massive water payloads.
- **Suspension:** Heavy-duty leaf spring systems to manage fluctuating weight loads
- **Towing winch (Front)**

Tank Builds

- Vacuum pump for negative suction
- Hose Reels: Side and rear manifold taps 5 each side, ball valves, 80mm yellow heliflex hoses, hooks to hold yellow heliflex hoses on both sides.
- See through gauge pipe to monitor sewer water level.

4.4.2 Specification Truck

- Be fitted with 6mm internal baffles to prevent water surge.
- Have clearly marked capacity indicators
- Tank to be mounted direct mount on chassis
- Outside surface thoroughly cleaned, primed and painted with 2 coats 2K enamel.
- At minimum 6 taps (3 each side connected directly to tank or common manifold)
- Steel mud guards and mudflaps
- Rear channel bumper and lights
-

Braking and Safety Systems

- Braking: Full air-type disc brakes on both front and rear axles.
- Safety Features: ABS (Anti-lock Braking System), AEBS (Advanced Emergency
- Braking System) and driver alert support.

Additional Mandatory Vehicle Requirements
Be fitted with:

- Reverse alarm
- Reflective safety markings
- Rotating amber beacon
- Fire extinguisher
- Spare wheel and tools
- Vacuum pump driven by PTO
- Register for vehicle license disc and COR.

4.4.3 **Desludging Leasing BOQ**

Item no.	Description	Unit	Qty	Rate	Total Amount
1.	**Site Establishment**				
1.1	Establish desludging truck engine on-site (including licensing, cleaning, and delivery).	Sum	1		
2.	**Rental Equipment & Operations**				
2.1	Lease of water desludging truck engine on a dry basis per month	No.	1		
3.	**Full Maintenance Lease (FML) Allocation**				
3.1	Scheduled preventive maintenance (Oil changes, filters, chassis greasing, mechanism inspection).	Month	1		
3.2	Component repair/replacement (PTO device, hydraulic spray system pumps, deflector spray bars). Wear and tear inclusive.	Sum	1		
4.	**Site De-establishment**				
4.1	De-establish of desludging truck engine cvcfrom site upon contract conclusion.	Sum	1		
				Total	**R……**

5. BID EVALUATION

This bid will be evaluated on price in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and Preferential Procurement Regulations of 2022 wherein 80 points are for price, and 20 points are for specific goals.

6. MAINTENACE REQUIREMENTS

The service provider shall:

- Ensure all vehicles are subject to regular scheduled preventative maintenance as per manufacturer specifications.
- Provide the Municipality with a maintenance schedule at contract commencement.
- Ensure that maintenance does not interrupt service delivery.
- Provide equivalent replacement tanker(s) during:
    - Scheduled maintenance
    - Mechanical breakdowns
    - Accident repairs
    - Licensing delays
- Replacement vehicles must meet the same minimum specifications.
- All maintenance costs shall be for the service provider's account.

7. INSURANCE REQUIREMENTS

The service provider must:

- Maintain comprehensive insurance cover for each tanker.
- Cover risks including:
    - Collision
    - Theft
    - Fire
    - Civil unrest
    - Natural disasters
- Provide proof of insurance prior to contract award.
- Ensure insurance remains valid for the duration of the contract.

8. CONDITION OF CONTRACT

The Municipality shall not be liable for any vehicle damage or loss not caused by proven municipal negligence.

- All the above plant should be:
    - Be white in colour except for TLB;
    - Be of the latest model;
    - registered in KZN province
- The vehicles must be a manual gear or Auto/manual.
- Be fitted with the Amajuba District Municipality's name and logo on the bottom of the two front doors with a height 300mm & width 600mm colour logo (logo will be e-mailed to the successful service provider as well as "report bad driving" sticker);
- Be fitted with a web-based vigil type satellite tracking system or equivalent which reports to street level;
- Be fitted with a 1.5 kg Dry Chemical Powder (DCP) fire extinguisher;
- Be fitted with a First Aid Kit;
- Technical support to be provided in terms of road-side assistance,
- Delivery of vehicles must be within one (1) month from award date; failing to adhere to this may lead to the tender being terminated

- Service Providers must provide the fleet with zero and not more than 100 000 KM at the clock, and a full fuel tank filled.
- In the event a vehicle supplied is found to have mechanical faults other than normal wear and tear, the successful service provider is to provide a replacement vehicle within 30 days after the issue has been reported.
- In the event a vehicle is involved in an accident or hijacked, it is the responsibility of the service provider to ensure that the vehicle is replaced or repaired within 60 days from the day of the accident.
- n the event a vehicle is involved in an accident or hijacked, it is the responsibility of the service provider to ensure that a courtesy/rental tanker is provided to the municipality for continuity of service delivery within five days, while the replacement or repairing process is in progress, any cost of the courtesy/rental car will be borne by the Service Provider.
- Any defects discovered while the courtesy/rental vehicle is in possession of council, will be borne by the Municipality. The service provider will bill back the Amajuba District Municipality in the next monthly rental invoice.
- Maintenance and servicing of the vehicles must be done within the Amajuba District, if outside Amajuba District Municipality an arrangement be made with the Fleet Office.
- It is the responsibility of the Service Provider to have an automated system for the maintenance of vehicles, and the service provider must make sure that the leased vehicles are timeously serviced in the due month, by advising the Municipality of the next service due date at least a week in advance.
- In the case of vehicle license disc has expired, the service provider should ensure that the renewal is done two weeks prior the expiry date.
- Monthly meetings will be conducted between the Service provider and the Fleet Management Unit, physically or virtually.

Tracking System

- The purchase and installation of the latest satellite tracking systems which provide daily automated alerts to the fleet office, to be part of the Full Maintenance Lease.
- The monthly subscriptions to be part of the tendered amount.
- Access and or credentials to the tracker system for the monitoring of vehicles must be given to Amajuba District Municipality immediately on the delivery of vehicles.
- Training of Amajuba District Municipality officials to be undertaken within the first week of delivery.

9. RETURNABLE DOCUMENTATION

Service providers are required to submit the following:

- Certified ID copies of all members/directors of company or sole proprietor
- Bank details (together with an original cancelled cheque/ bank stamp or original letter from financial institution)
- All Municipal Bid Documents (MBD) must be completed and returned. Failure to fully complete and/or provision of incorrect information in the declaration will be regarded as a non-responsive tender.

- Copy of CSD (Central Supplier Database).
- Copy of company registration documents.
- For Joint Venture Agreements, attach the CK's of each of the joint venture members (if applicable)
- ID(s) copies of company director(s).
- Copy of current municipal account for all Director/s and Company, not owing more than 90 days or copy of lease agreement from the relevant leasing authority. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises from your local SAPS office. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does

not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence. Tenders who are not registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.

- If the bidder's place of work or the address is in rural settlement under traditional council, the bidder must submit the proof of resident certified by the traditional council leader and proof of resident certified by ward councillor.
- Printed copy of SARS Tax Pin for further verification.
  Completed and signed Municipal Bidding Document attached to the tender document.
  Bids will be adjudicated in terms of the Council Supply Chain Management Policy on the 80/20 Preferential Point System. It is therefore compulsory that the municipal tender document be used. Amajuba District Municipality is not bound to accept the lowest or any quote.

TERMS OF REFERENCE APPROVED BY

MRS CB MKHIZE
MUNICIPAL MANAGER

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AMAJUBA DISTRICT MUNICIPALITY					
BID NUMBER:	**T2026/15**	CLOSING DATE:	**21 SEPTEMBER 2026**	CLOSING TIME:	**12h00**
DESCRIPTION	**APPOINTMENT OF SERVICE PROVIDER FOR THE LEASING OF WATER TANKER, HIGH PRESSURE JETTING MACHINE, TL AND DESLUDGING TRACK FOR A PERIOD OF 3 YEARS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

RECEPTION AREA AT B9356, AMAJUBA ROAD, SECTION 1 MADADENI

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**(totals of 4.1.1, 4.2.1, 4.3.3 and 4.4.3) TOTAL BID PRICE**		**R**.....	
SIGNATURE OF BIDDER	.....		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED						

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	BTO	CONTACT PERSON	Sifiso Cele
CONTACT PERSON	Sabelo Zulu	TELEPHONE NUMBER	034 329 7200
TELEPHONE NUMBER	034 329 7200	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	sifisoc@amajuba.gov.za
E-MAIL ADDRESS	sabeloz@amajuba.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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: ……..

MBD 4 DECLARATION OF INTEREST

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

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

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

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

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

(f) an employee of Parliament or a provincial legislature.
Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars……

……

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

3.10.1 If yes, furnish particulars.
……
……

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

3.11.1 If yes, furnish particulars
……
……

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

3.12.1 If yes, furnish particulars.
……
……

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

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1If yes, furnish particulars:

……

……

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

……. ……..

Signature **Date**

……. ……

Capacity **Name of Bidder**

MBD 5

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

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

1. Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

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

……

……

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

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

2.2 If yes, provide particulars

……

……

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract ***YES / NO**

3.1 If yes, furnish particulars

……

……

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME)…….

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature…….. Date:……

Position……..….. Bidder:……

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.3 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULA FOR PROCUREMENT OF SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

4.2. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
1.Business owned more than 50% by black person. 2.Gender = Female 3. Youth 4. Disability Specific goals: 4.Promotion of business located within Amajuba District Municipality	5 5 3 2 5	
TOTAL POINTS CLAIMED	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

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 as a company or person prohibited from doing business with the public sector?* *(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).*	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……...	……..
Signature	**Date**
…….	……..
Position	**Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;
b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

T2026/15: APPOINTMENT OF SERVICE PROVIDER FOR THE LEASING OF WATER TANKER, HIGH PRESSURE JETTING MACHINE, TLB AND DESLDUDGING TRUCK THAT COMES WITH THE SERVICE PLAN FOR THE PERIOD OF THREE YEARS

(Bid Number and Description)

in response to the invitation for the bid made by:

AMAJUBA DISTRICT 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)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

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

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

[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.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be

reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

…… ……

Signature **Date**

……

Position

_____

Name of Bidder

THE NATIONAL TREASURY Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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General Conditions of Contract

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

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

8. Inspections,
8.1 All pre-bidding testing will be for the account of the bidder.
1tests and
analyses 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.

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

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

8.5 Where the 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.

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies

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

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.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the

contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents 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.

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

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

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

13. Incidental services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

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

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

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

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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)
within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

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

18. Contract 18.1 No variation in or modification of the terms of the contract shall be amendments made except by written amendment signed by the parties concerned.

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

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

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by supplier's the supplier in accordance with the time schedule prescribed by the performance purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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.

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.

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

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

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

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

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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.

23.6 If a restriction is imposed, the purchaser must, within five
(5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or antiand countervailing dumping or countervailing duties are imposed, or the amount of a duties and rights 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 26.1 The purchaser may at any time terminate the contract by giving written for insolvency 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 purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute

or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

28. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in liability 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

30. Applicable 30.1 The contract shall be interpreted in accordance with South African law laws, unless otherwise specified in SCC.
(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.

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 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties
duties, license fees, and other such levies imposed outside the

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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 (NIP) Programme

34 Prohibition of Restrictive practices
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.

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

purchaser's country.

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).

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 purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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.

…… …….
Signature Date:

……
Position :

……
Name of Bidder: