GREATER GIYANI MUNICIPALITY



CONTRACT NUMBER: G/G/M/6651/003/2020

REQUEST FOR PROPOSAL (RFP)

FOR THE

PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF WATER & SANITATION TOOLS AND MATERIALS FOR A PERIOD OF 36 MONTHS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS IN **GREATER GIYANI MUNICIPALITY**

NAME OF BIDDER	:	
CONTACT PERSON	:	
TEL NUMBER	:	
FAX NUMBER	:	
CSD REF NO:	:	

THE MUNICIPAL MANAGER

GREATER GIYANI MUNICIPALITY

PRIVATE BAG X 9559

GIYANI

0826

CLOSING DATE: 13th AUGUST 2020

R615.85

INVITATION TO BID



GREATER GIYANI MUNICIPALITY

RFP NO: G/G/M/6651/003/2020

CLOSING DATE: 13th AUGUST 2020

REQUEST FOR PROPORSAL FOR THE

PANEL OF SUPPLIERS FOR SUPPLY AND DELIVERY OF WATER & SANITATION TOOLS AND MATERIALS FOR A PERIOD OF 36 MONTHS TO BE APPOINTED ON AN "AS AND WHEN" REQUIRED BASIS IN GREATER GIYANI MUNICIPALITY

The Greater Giyani Local Municipality hereby invites bids from experienced and suitably qualified service providers for establishment of a panel of suppliers for Supply & Delivery of Water and Sanitation materials in the Greater Giyani Municipality.

Bid documents may be collected from 17th of July 2020 at Greater Giyani Municipal Offices during working hours from 07H00 to 16H00, Ground floor, Civic Centre, Giyani Main Road (Opposite old Nkhensani Hospital) upon payment of a non-refundable bid amount of R 615.85. Only bank guaranteed cheques or cash will be accepted. Cheques shall be made payable to the Greater Giyani Local Municipality.

No compulsory bid briefing session will be conducted with representatives of the Employer at Greater Giyani Municipality in light of the Covid-19 pandemic regulations.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.

Duly fully completed bids enclosed in a sealed envelope marked "Tender No. G/G/M/6651/003/2020: Panel of Suppliers for Supply and Delivery of Water & Sanitation Tools and Materials for a period of 36 months to be appointed on an "as and when" required basis in Greater Giyani Municipality with the name of the bidder shall be deposited in the bid box at the foyer provided at the Civic Centre. The bids will be opened in public. Bids may only be submitted on the bid documentation that is issued. The closing date is the 13th of August 2020 at 12H00.

A preferential point system shall apply whereby a contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Bid in the bid document.

Enquiries related to this bid must be addressed to Ms Maluleke GP at 015 811 5563

Employer:	The Municipal Manager Greater Giyani Municipality PRIVATE BAG X 9559
	GIYANI
	0826

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:	Mr Mathonsi DL
TEL NUMBER:	(015) 811 5500
Fax:	(015) 812 2068

1

List of Returnable Documents and Returnable Schedules

- Returnable Schedules Required for Bid Evaluation Purposes
- 1.1 Resolution of Board of Directors
- 1.2 Resolution of Board of Directors to enter into consortia or JV's
- 1.3 Special Resolution of Consortia or JV's
- 1.4 Schedule of proposed sub-contractors
- 1.5 MBD 1-9
- 1.6 Central Supplier Database Summary Report
- 1.7 Certified copy of BBBEE certificate
- 1.8 Certified copy of director's or member's identity document
- 1.9 Proof of purchase of tender documents
- 1.10 Technical proposal
- 1.11 Director's and company Statement of Account for municipal rates and taxes / Letter from traditional authority that is not in arrears for than 90 days (three Months) or if rented Lease agreement must be submitted together with the latest invoice as a proof (Proof of residence from the ward councilor is not allowed).
- 1.12 Proof of registration with relevant body
- 1.13 List of qualified members in case of firm/consortium
- 1.14 Qualifications of list of members
- 1.15 Proof of additional qualifications
- 1.16 Resolutions where the bidder is not a natural person
- 1.17 Only service provider that are Listed as Accredited Prospective Provider on the Central Supplier Database will be considered.
- 1.18 Copy of company registration certificate.
- 1.19 The bidder must comply with all terms, conditions and requirements as stipulated in the tender document.
- 1.20 Tax Clearance Certificate and SARS pin.
- 1.21 The proposal should include a client reference list with contact details and original copy/copies of each completed related project.
- 1.22 The bidder must demonstrate to the municipality capacity to deliver on the project.
- 2. Returnable Schedules that will be incorporated into the Contract

Record of Addenda to bid documents

3. Other documents that will be incorporated into the Contract

Schedules of Fees and Disbursements

Please note:

- No bid will be accepted from the person in the service of the state.
- Municipality reserves the right to accept or reject any bid or part thereof.
- Municipality reserves the right to accept a bid in part.

- This document must be completed in detail and each page must be initialized.
- Bids shall remain valid for a period of 90 (ninety) days after the closing date.
- Telegraphic, telephonic, telex, facsimile, email and late bids will not be accepted.
- Bids may only be submitted on the original bid documentation that is issued by Greater Giyani Municipality.
- Preference is given to bidders who enhance the local economy, create jobs and who promote broad –based black economy empowerment (BBBEE).

Bidders should ensure that bids are delivered timeously to the correct address and comply with all terms and conditions of this bid/tender. If the bid is late, it will not be accepted for consideration.

Evaluation and adjudication of bid: bids will be evaluated and adjudicated in terms of Greater Giyani *Municipality Supply Chain Management Policy and Preferential Procurement Policy Framework Act No 5 of 2000. The 80/20 preferential procurement points system as outlined in the bid document will apply.*

FUNCTIONALITY SCORE TABLE

EVALUATION CRITERIA					
DESCR	-			WEIGHT	
Compar Three (0 for the sa and valu	60%				
Each pro	oject weighs 20 points				
•	R200 000.00 or Higher	100%	20 points		
•	R30 000.00 to R199 900.00	75%	15 points		
•	R0 to R29 900.00	50%	10 points		
Compar Project	5% 10%				
Methodology Bank Rating					
BANK RATING(10)• Rating A10• Rating B8• Rating C6• Rating D4• Rating E & Below2					
Total	Total				

Only bidders scored 60 points out of 100 in respect of "Functionality" will be evaluated further and therefore eligible for award, and bidders score less than 60% will be considered non responsive.

WATER SANITATION MATERIALS

SPECIAL CONDITION

Greater Giyani is procuring several Panels of Suppliers, and as such the following will be applicable:-

- A supplier will only be approved into ONE panel even if they are successful in others.
- The bid in which they scored the highest Functionality Points will be the exact one they will be approved into.

(place)

SCHEDU/LE 1.1

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

Held at ______ On______(*date*)

RESOLVED that:

1. The Enterprise submits a Bid / Bid to the Greater Giyani Local Municipality in respect of the following project: Provision for the Procurement of Property, Plant and Equipments Insurance Services: Bid / Bid Number: G/G/M/6113/011/2020

2. *Mr/Mrs/Ms:

in	*his/her	Capacity as:	
----	----------	--------------	--

(Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign the Bid / Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid / Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Bid to the Enterprise mentioned above.

No	Name	Capacity	Signature
1			
2			

SCHEDULE 1.2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Lega	lly cor	rrect full name and registra	ation number, if applicable,	of the Enterprise)	
Held a	at			(<i>place</i>) on	(date)
RESO			id /Bid, in consortium/Join	t Venture with the following	g Enterprises:
(Lis	t all th	he legally correct full name	es and registration number	s, if applicable, of the Enter	rprises forming the Consortium/Joint Venture)
2	2. T P	The Enterprise submits a l Procurement of Property, P	Bid / Bid to the Greater Gi lant and Equipments Insur	yani Local Municipality in ance Services: Bid / Bid N	respect of the following project: Provision for the umber: G/G/M/6273/002/2020
3	3. * I	Mr/Mrs/Ms:			
in *his	s/her C	Capacity as:	(Position in the Enterp	rise)	
and w	ho wi	ill sign as follows:			
docur item 1	nents abov I. T th	and/or correspondence ir /e. The Enterprise accepts join	n connection with and relat It and several liability with t om, and in any way connec	ing to the consortium/joint	es listed under item 1 above, and any and all other t venture, in respect of the project described under n 1 above for the due fulfilment of the obligations of e entered into with the Department in respect of the
5			its domicilium citandi et e ent in respect of the project		s arising from this joint venture agreement and the
F -	Physic	cal address:		Postal Address:	
-			Code		
٦	Feleph	hone number:(co	de)		
F	ax nu	umber:(code)			
	No	Name	Capacity		Signature

WATER SANITATION MATERIALS

-							
1							
2							

Note:	ENTERPRISE STAMP
1. * Delete which is not applicable 2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise 3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page	

SCHEDULE 1.3:

2

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture*)

I				
2				
Held a	at	(place)	on	(date)
RESC	DLVED that:			
followi G/G/N	above-mentioned Enterprises submit a ing project: Provision for the Procure //6651/003/2020 Mr/Mrs/Ms:	ement of office f	urniture and information ce	er Giyani Local Municipality in respect of the ntre boardroom chairs: Bid / Bid Number
	n *his/her Capacity as:			
-	and who will sign as follows:		sition in the Enterprise)	
b C		any and all other docur g from the award of the	nents and/or correspondence in conr Bid to the Enterprises in Consortium	ection with and relating to the Bid, as well as to sign an Joint Venture mentioned above.
С. Т	and style of: The Enterprises to the Consortium/Joint Venture a and in any way connected with, the Contract enter			bligations of the Consortium/Joint Venture deriving from ed under item A above.
Ν		tion. Notwithstanding	such decision to terminate, the Ent	reement, for whatever reason, shall give Greater Giyar erprises shall remain jointly and severally liable to the C above.
E. N c	To Enterprise to the Consortium/Joint Venture sha wede any of its rights or assign any of its obligation	all, without the prior wri as under the consortiun	tten consent of the other Enterprises	to the Consortium/Joint Venture and of the municipality o the Contract with the municipality referred to herein.
	The Enterprises choose as the <i>domicilium citandi</i> and the Contract with the municipality in respect o			ses arising from the consortium/joint venture agreemer
F	Physical address:		Postal Address:	
-				
_	Code			
ſ	Felephone number:(code)			
F	⁻ ax number:(code)			
	NAME		CAPACITY	SIGNATURE
1				

Note:

- 1. * Delete which is not applicable
- Determine is not appricable
 2. NB: This resolution must be signed by <u>all</u> the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
 3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page 4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

INFORMATION REQUIRED FOR BID EVALUATION PURPOSES

1.1 **FINANCIAL CAPACITY (All information must be completed and signed)**

The below schedule should be completed by your banker or by the financial institution were your company's bank account is held Main Bank account to be utilised on this bid details of Bidder

Γ

Account Holder:		
Bank:		 Date Bank stamp
Account Type:		
Account Number:		
Branch Code:	Bank Rating	

CONFIRMATION OF BANKING DETAILS Surname	S BY BA	NK OF	FICIA	Ĺ			:
Designation of the official							
Work telephone no							
Bank fax no							
E-mail address							
SIGNATURE OF THE BANK OFFICIAL:				Date			

Addition Financial Accounts:

Name of Financial Institution	Type of Account	Account Number	Bank Rating

1.2 EXPERIENCE (Attach Appointment Letter(s))

Complete the below schedule regarding your company previous working experiences on this project.

Client	Contact	Contract Number	Contract Value	Contract
				Period

1.3 KEY PERSONNEL EXPERIENCE

NB: Key person list for this project may not be by less qualified/inexperience personnel change during implementation of the project

Name & Initial	ID No:	Position in your company	Qualifications	Number of years

1.3.1 Curriculum Vitae of Key Personnel (please note that if separate CV are attached, use the format provided below)

Curriculum Vitae of Key Personnel (Contract Manager)

Provide separate forms for each position listed in Form: Key Personnel

Name:		0	Date of birth:				
Profession:		Ν	lationality:				
Qualifications:							
Professional Registration Number:							
Name of Employer (firm):							
Current position:		Y	ears with firm:				
Employment Record:		·					
Company	Period	Ca	apacity				
Experience Record Pertinent to Require	ed service: (Please list t	he proje	cts, value and year)				
Project Name	Value	Year					

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

.....

Date

Curriculum Vitae of Key Personnel (Project Manager)

Provide separate forms for each position listed in Form: Key Personnel

Name:		Date of birth:				
Profession:		Nationality:				
Qualifications:						
Professional Registration Number:						
Name of Employer (firm):						
Current position:		Years with firm:				
Employment Record:						
Company	Period	Capacity				
Experience Record Pertinent to Require	d service: (Please list the pro	pjects, value and year)				
Project Name	Value	Year				

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature of person named in the schedule

Date

TRIBAL AUTHORITY /MUNICIPAL ACCOUNT DECLARATION FORM

Proof that municipal rates and taxes are not in arrears

Company Property / Account (Attach recent municipal statement/lease agreement)						
Tribal Authority /Municipal Name / description /address	Account Number	Property Owner / ID/ Account Type	Declaration Amount/ signature			
Name:		Account	Amount			
Address		ID No:	signature			
Account Type						

Members/director's Accounts (Attach recent municipal statement/tribal authority letter)

Name:	Account	Amount
Address	ID No:	signature
Account Type		Signature
Name:	Account	Amount
Address	ID No:	signature
Account Type		Signature
Name:	Account	Amount
Address	ID No:	signature
Account Type		Signature
Account Type		
Name:	Account	Amount
address	ID No:	signature
Account Type	Account	Amount
Name:	Account	Amount
address	ID No:	signature
Account Type	Account	Amount

We

_ (Bidder name) declare

that above account(s) are not in arrears & undertakes to settle all municipal account/ account tribal authority, authorise GGM to verify all municipal account / tribal authority account of a company; members/director (excluded are of employer/association member) and understand that if account(s) is in arrears shall decline our bid at any SCM process stage; we acknowledge that information furnish above is accrete/correct and if not may render our bid invalid (duly sign by above members/director on signature column

TAX CLEARANCE REQUIREMENTS

It is a 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 Service (SARS) to meet the bidder's tax obligations.

- 1. In order to meet this requirement bidders are required to complete in full the attached 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 then 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 original Tax Clearance Certificate 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 TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website <u>www.sars.gov.za</u>.
- 6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

APPLICATION FOR TAX CLEARANCE CERTIFICATE

(IN RESPECT OF BIDDERS)

1. Name of taxpayer / bidder.....

2. Trade name:....

3.	Identification	number:									
4.	Company / C	lose Corporatio	n registration n	umbei	r:						
5.	. Income tax reference number:										
6.	VAT registrat	ion number (if a	pplicable):								
7.	PAYE employ	ver's registratio	n number (if ap	plicab	ole):						

Signature of contact person requiring Tax Clearance Certificate:.....

Name:....

Telephone number: Code:.....Number:....

Address:....

.....

DATE: 20_____/ _____/

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

Name of Bidder	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

No	DESCRIPTION	Quantity	UNIT PRICE	TOTAL PRICE
1.	A SCHEDULE OF RATES IS ATTACHED AT THE BACK FOR PRICING PURPOSES	N/A	N/A	N/A
		Sub Total		N/A
		VAT @ 159	/o	N/A
		Total Cost		N/A

-	Total bid cost:	N/A	
*Delivery:	Firm/not firm		
-	Period required for delivery		
-	If not to specification, indicate deviation(s	i)	
-	Does offer comply with specification?		*YES/NO

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.1Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):.....

2.4 Company Registration Number:.....

2.5 Tax Reference Number:....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

1"State" means –

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

. . .

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

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

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected to the bidder is employed : Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain	YES / NO

	WATER	SANITATION MATERIALS the appropriate authority to undertake remunerative work outside employment in the public sector?	
	2.7.2.1	If yes, did you attached proof of such authority to the bid	YES / NO
		document?	
	<u>(Note: Fa</u>	ailure to submit proof of such authority, where applicable, may result ir	the disqualification of the bid.
	2.7.2.2	If no, furnish reasons for non-submission of such proof:	
	2.8 Di	d you or your spouse, or any of the company's directors /	YES / NO
		trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	
	2.8.1	If so, furnish particulars:	
	2.9 Do	you, or any person connected with the bidder, have	YES / NO
		any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	
		o, furnish particulars.	
2.10	Are you aware of any othe	, or any person connected with the bidder, f any relationship (family, friend, other) between er bidder and any person employed by the state y be involved with the evaluation and or adjudication of this bid?	YES/NO
2.10.1	lf so, fur	nish particulars.	
2.11	of the co	or any of the directors / trustees / shareholders / members ompany have any interest in any other related companies or not they are bidding for this contract?	YES/NO
2.11.1	lf so, fur	nish particulars:	

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number/ Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date

Position

Name of bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 000 000.00 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000.00 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.3.1 The maximum points for this bid are allocated as follows:

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. 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

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

- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based

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on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **"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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"Comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"Consortium or joint venture"** 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;
- 2.8 "Contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"Functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "Non-firm prices" means all prices other than "firm" prices;
- 2.13 **"Person"** includes a juristic person;
- 2.14 **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of nonfirm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 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 comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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:

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE Status Level of Contributor Number of points (80/20 system)

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity,

provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-

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contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract. 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does

not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1	Will any portion of the contract be so	ub-contracted?	YES / NO	
8.1.1	If yes, indicate: (i) what percentage of the contract wil (ii) the name of the sub-contractor? . (iii) the B-BBEE status level of the sub (iv)whether the sub-contractor is an E	o-contractor?		
9	DECLARATION WITH REGARD TO	O COMPANY/FIRM		
9.1	Name of firm	:		-
9.2	VAT registration number			
9.3	Company registration number	:		
9.4 	TYPE OF COMPANY/ FIRM Partnership/Joint Venture / Consorti One person business/sole propriety Close corporation Company (Pty) Limited .PPLICABLE BOX]			
9.5	DESCRIBE PRINCIPAL BUSINESS	ACTIVITIES		
9.6	COMPANY CLASSIFICATION			
	Manufacturer Supplier			

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

9.7 MUNICIPAL INFORMATION

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information i. Municipality where business is situated
ii. Municipal account number for rates, water and electricity
iv. Names of all directors, their ID numbers and municipal account number.
1
2
3
4

C Documents to be attached.

i. /	A copy of	municipal	account	mentioned	in B	(ii)	& (i	iv) ((Not older than 3 months))

ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)

iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?.....

- 9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

		SIGNATURE(S)OFBIDDER(S)
WITNESS 1.	SES:	DATE:
2.		ADDRESS:

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

NB: 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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

- 1. General Conditions
- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y}\right)_{x \ 100}$$

Where

- x imported content
- y bid price 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 the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
 - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
 - this declaration certificate is not submitted as part of the bid documentation.

2. Definitions-

- 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%

4. Does any portion of the services, works or goods offered

have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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: (Procurement Authority / Name of Municipality /						
NB The obligation to complete, duly sign and submit this declaration cann authorized representative, auditor or any other third party acting on behalf	ot be transferred to an external					
I, the undersigned,	II names),do hereby declare, in (name					
(a) The facts contained herein are within my own personal knowledge.						
(b) I have satisfied myself that the goods/services/works to be delivered in terms with the minimum local content requirements as specified in the bid, and as measur						
(c) The local content has been calculated using the formula given in clause 3 of indicated in paragraph 4.1 above and the following figures:	SATS 1286, the rates of exchange					
Bid price, excluding VAT (y)	R					
Imported content (x)	R					
Stipulated minimum threshold for Local content (paragraph 3 above)						
Local content % as calculated in terms of SATS 1286						
If the bid is for more than one product, a schedule of the local content by product sl	hall be attached.					
(d) I accept that the Procurement Authority / Municipality /Municipal Entity has content be verified in terms of the requirements of SATS 1286.	the right to request that the local					
(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, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).						
SIGNATURE: DATE:						
WITNESS No. 1 DATE:						

MBD 7.1

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 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);
- Filled in task directive/Bids;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;

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- 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 services 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 authorized to sign this contract.

NAME (PRINT)	 WITNESSES
CAPACITY	
	1
SIGNATURE	 2
NAME OF FIRM	 DATE:
DATE	

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF		COMPLETION DATE	
SERVICE	START DATE		

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

	WITNESSES
	1
	2
	DATE:

WATER SANITATION MATERIALS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	Νο
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)		
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, <u>www.treasury.gov.za</u> , 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	Yes	No
	court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated	Yes	No
	during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)...... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

.....

Position

Name of Bidder

.....

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Greater Giyani Bidding Document 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. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This **MBD** serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality)

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

I certify, on behalf of:

- 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

_that: (Name of Bidder)

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 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.

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. 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.

WATER SANITATION MATERIALS 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 (GCC) will form part of all Bid documents and may not be amended.

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. Variation orders
- 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. Transfer of contracts
- 34. Amendments of contracts

35. Prohibition of restrictive practices

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Acceptable bid" means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 "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, works or services.
- 1.3 **"Black enterprise"** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **"Black empowered enterprise**" means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **"Black people"** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **"Black woman-owned enterprise"** means an enterprise with at least 25, 1% representation of black women within the black equity and management portion.
- 1.7 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **"Comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **"Community or broad-based enterprise**" means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **"Consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **"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.
- 1.12 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **"Control"** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **"Co-operative or collective enterprise"** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **"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.
- 1.18 **"Day"** means calendar day.

- 1.19 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.20 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.21 **"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.
- 1.22 **"Disability**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **"Dumping"** occurs when a private enterprise abroad markets 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.
- 1.24 "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **"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.
- 1.26 **"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.
- 1.27 "GCC" means the General Conditions of Contract.
- 1.28 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 "Historically Disadvantaged Individual (HDI)" means a South African citizen -
 - 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) ("the interim Constitution); and/or
 - 1.29.2 who is a female; and/or
 - 1.29.3 Who has a disability: provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.
- 1.30 **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.
- 1.31 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 "Parliament" means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 **"Person**" includes reference to a juristic person.
- 1.38 "Project site" where applicable, means the place indicated in bidding documents.
- 1.39 "Purchaser" means the organization purchasing the goods.
- 1.40 **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 "Republic" or "RSA" means the Republic of South Africa.

- 1.42 "**RFP**" means Request for Proposal.
- 1.43 **"RFT**" means Request for Tender.
- 1.44 **"RFQ"** means Request for Quotation.
- 1.45 **"SCC**" means the Special Conditions of Contract.
- 1.46 "Secretary" means the Secretary to Parliament.
- 1.47 "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.
- 1.48 **"Specific contract participation goals**" means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to abovementioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **"Small, Medium and Micro Enterprises (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **"Trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 "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 can be accessed electronically from <u>www.greatergiyani.gov.za</u>

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 Parliament or an organisation acting on behalf of Parliament.
- 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 by the bidder 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.

WATER SANITATION MATERIALS 18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does
 - not vary more than **15%** of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 2020-07-14 _Water-Sanitation_Tools_Materials_BoQ

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 supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified 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 levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament 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 (SARS).

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SPECIAL CONDITIONS OF CONTRACT

F.1 GENERAL

F.1.1 Actions

The employer and each bidder submitting a bid offer shall comply with these conditions of bid. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently. 2020-07-14 _Water-Sanitation_Tools_Materials_BoQ

F.1.2 Bid Documents

The documents issued by the employer for the purpose of a bid offer are listed in the bid data.

F.1.3 Interpretation

F.1.3.1 The bid data and additional requirements contained in the bid schedules that are included in the returnable documents are deemed to be part of these conditions of bid.

F.1.3.2 These conditions of bid, the bid data and bid schedules which are only required for bid evaluation purposes, shall not form part of any contract arising from the invitation to bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the bidder's financial offer after the factors of non-firm prices, all unconditional discounts and any other bided parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the bid process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the bid process or the award of a contract arising from a bid offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a bidder shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a bidder. The name and contact details of the employer's agent are stated in the bid data.

F.1.5 The employer's right to accept or reject any bid offer

F.1.5.1 The employer may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a bid process or the rejection of all responsive bid offers re-issue a bid covering substantially the same scope of work within a period of six months unless only one bid was received and such bid was returned unopened to the bidder.

F.2 BIDDER'S OBLIGATIONS

F.2.1 Eligibility

Submit a bid offer only if the bidder complies with the criteria stated in the bid data and the bidder, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of biding

Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the bid data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the bid data.

F.2.8 Seek clarification

Request clarification of the bid documents, if necessary, by notifying the employer at least five working days before the closing time stated in the bid data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The bidder is advised to seek qualified advice regarding insurance. **F.2.10** Pricing the bid offer

F.2.10.1 Include in the rates, prices, and the bided total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful bidder, such duties, taxes and levies being those applicable 14 days before the closing time stated in the bid data.

F2.10.2 Show VAT payable by the employer separately as an addition to the bided total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the bid data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative bid offers

F.2.12.1 Submit alternative bid offers only if a main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main bid offer together with a schedule that compares the requirements of the bid documents with the alternative requirements the bidder proposes.

F.2.12.2 Accept that an alternative bid offer may be based only on the criteria stated in the bid data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a bid offer

F.2.13.1 Submit a bid offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the bid data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the bid offer communicated on paper as an original plus the number of copies stated in the bid data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the bid offer where required in terms of the bid data. The employer will hold all authorized signatories liable on behalf of the bidder. Signatories for bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the bid offer.

F.2.13.5 Seal the original and each copy of the bid offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the bid data, as well as the bidder's name and contact address.

F.2.13.7 Seal the original bid offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the bid data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the bid offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the bid offer at the address specified in the bid data not later than the closing time stated in the bid data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept bid offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the bid data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the bid data for any reason, the requirements of these conditions of bid apply equally to the extended deadline.

F.2.16 Bid offer validity

F.2.16.1 Hold the bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the bid data after the closing time stated in the bid data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the bid data for an agreed additional period.

F.2.17 Clarification of bid offer after submission

Provide clarification of a bid offer in response to a request to do so from the employer during the evaluation of bid offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the bid offer is sought, offered, or permitted. The total of the prices stated by the bidder shall be binding upon the bidder.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred bidder following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the bid offer, the bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the bid offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the bid data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other bid documents

If so instructed by the employer, return all retained bid documents within 28 days after the expiry of the validity period stated in the bid data.

F.2.23 Certificates

Include in the bid submission or provide the employer with any certificates as stated in the bid data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the bid closing time stated in the Bid Data and notify all bidders who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the bid documents to each bidder during the period from the date of the Bid Notice until seven days before the bid closing time stated in the Bid Data. If, as a result a bidder applies for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and, will then notify it to all bidders who drew documents.

F.3.3 Return late bid offers

Return bid offers received after the closing time stated in the Bid Data, unopened, (unless it is necessary to open a bid submission to obtain a forwarding address), to the bidder concerned.

F.3.4 Opening of bid submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid bid submissions in the presence of bidders' agents who choose to attend at the time and place stated in the bid data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of bid submissions, at a venue indicated in the bid data, the name of each bidder whose bid offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main bid offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of bidders' agents who choose to attend at the time and place stated in the bid data and announce the name of each bidder whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by bidders, then advise bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of bidders, who score in the quality evaluation above the minimum number of points for quality stated in the bid data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a bidder to influence the processing of bid offers and instantly disqualify a bidder (and his bid offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each bid offer properly received:

- a) meets the requirements of these Conditions of Bid,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid documents.

A responsive bid is one that conforms to all the terms, conditions, and specifications of the bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the bidder's risks and responsibilities under the contract, or
- affect the competitive position of other bidders presenting responsive bids, if it were to be rectified.

Reject a non-responsive bid offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive bid offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the total of the prices shall govern and the bidder will be asked to revise selected item prices (and their rates if a bills of quantities applies) to achieve the bided total of the prices.

Consider the rejection of a bid offer if the bidder does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a bid offer

Obtain clarification from a bidder on any matter that could give rise to ambiguity in a contract arising from the bid offer.

F.3.11 CRITERIA TO BE USED FOR THE EVALUATION AND ADJUDICATION OF BIDS

GUIDE TO RESPOND

All bids will be evaluated in terms of the attached evaluation criteria. The 80/20 evaluation criteria WILL NOT BE USED as this a functionality bases evaluation. The evaluation has two (2) phases:

- Phase 1 Administrative Requirement;
- Phase 2 Functionality / Technical Requirement;

Bidders will only be considered for the evaluation of phase 2 after meeting the requirements of administrative assessment.

Functionally / Technical Evaluation Bidders should take note of the different elements within the evaluation of the technical phase, which are:

- Capability:
- Service offering:

Capability

A minimum of two years' experience in the relevant industry is a requirement. Additional years will result in a higher score. Current client reference letters, which include the value of the projects, are required. The number of reference letters will be a determining factor when allocating scores here. Similarly the value of the projects will be considered.

Service Offering Bidders should address all three areas indicated in the evaluation criteria. The proposal should distinguish these three areas (delivery methodology; supplier arrangement / outsourcing arrangement; and order placement methodology or approach).

Bidder should use the weightings as a guide to respond.

The Technical Proposal should include and index which reflects the relevant sections being evaluated. Pages should also be numbered for ease of reference. Any Annexure should be cross referenced to the relevant element within the evaluation criteria.

Item No.	Evaluation Criteria Items	
	A - Phase 1 Administrative evaluation	
The fo	llowing compulsory statutory documents:	
	Completed MBD1;	
	SD summary report / (MBD2	
	ompleted MBD 3.1;	
	ompleted MBD 4;	
	ompleted MBD 6.1; 6.2	
	ompleted MBD 7.1; 7.2	
	ompleted MBD 8;	
	ompleted MBD 9;	
	echnical Response.	
	This document must be completed in detailed and each page must be initialized Failure to comply with the administrative required documents will render your bid non responsive, and will lead	
	to disqualification.	
	B Phase Functionality	
No	Criteria	Weights
1	Company Experience: Each project weigh 20 points	60%
2	Company Organogram	5%
-	Company Ciganogiani	070
3	Project plan / Methodology	20%
3	Froject plan / Methodology	20 /0
-		4 50/
4	Delivery turnaround time	15%
	Functionality	100%
NB Mi	nimum 60% qualifications on functionality.	

F.3.11.1 General

Greater Giyani Municipality Supply Chain Management committees shall evaluate the bid. Reduce each responsive bid offer to a comparative offer and evaluate it using the bid evaluation method that is indicated in the Bid Data and described below as contained in the Supply Chain Management Policy:

Method 1:	1) Rank bid offers from the most favourable to the least favourable comparative offer.
Financial offer	2) Recommend highest ranked bidder for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2:	1) Score bid evaluation points for financial offer.
Financial offer and preferences	2) Confirm that bidders are eligible for the preferences claimed and if so, score bid evaluation points for preferencing.
	3) Calculate total bid evaluation points.
	4) Rank bid offers from the highest number of bid evaluation points to the lowest.
	5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3:	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
Financial offer and quality	2) Score bid evaluation points for financial offer.
	3) Calculate total bid evaluation points.

		4) Rank bid offers from the highest number of bid evaluation points to the lowest.
		5) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4:	"	1) Score quality, rejecting all bid offers that fail to score the minimum number of points for quality stated in the Bid data.
Financial quality	offer, and	2) Score bid evaluation points for financial offer.
preferences		3) Confirm that bidders are eligible for the preferences claimed, and if so, score bid evaluation points for preferencing.
		4) Calculate total bid evaluation points.
		5) Rank bid offers from the highest number of bid evaluation points to the lowest.
		6) Recommend bidder with the highest number of bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive bid offers using the following formula:

- N_{FO} = W₁ x A where:
- N_{FO} = the number of bid evaluation points awarded for the financial offer.
- W1 = the maximum possible number of bid evaluation points awarded for the financial offer as stated in the Bid Data.
- A = a number calculated using either formulas 1 or 2 below as stated in the Bid Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	A = (1+ (<u>P – Pm</u>)) Pm	A = P / Pm
2	Lowest price or percentage commission / fee	$A = (1 - (\underline{P - Pm}))$ Pm	A = Pm / P

where:

Pm = the comparative offer of the most favourable bid offer. P = the comparative offer of bid offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Bid Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful bidder, submit for the bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of bid offer

F.3.13.1 Accept bid offer only if the bidder satisfies the legal requirements stated in the Bid Data.

F.3.13.2 Notify the successful bidder of the employer's acceptance of his bid offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the bid data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful bidder as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful bidders

After the successful bidder has acknowledged the employer's notice of acceptance, notify other bidders that their bid offers have not been accepted.

F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the bid documents to take account of:

- a) addenda issued during the bid period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful bidder, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful bidder for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of bid require the bidder to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful bidder the number of copies stated in the Bid Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.19 General Condition

Failure to comply with the conditions below will results in your bid not being responsive

- (a) Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. This document must be completed in detailed and each page must be initialized. Any bid offer that do not provide all the required information completely and in a form that is required, may be regarded as non-responsive.
- (b) It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- (c) The bidder must ensure that the company name on the tax clearance certificate, company proof of registration and bid form are printed the same. Any inconsistency will result in disqualification of the bid.
- (d) Only the original bid form stamped by the Greater Giyani Municipality will be accepted. All MBD Form 1 to 9 must be completed in full as they form basis for evaluation
- (e) The bidder shall not make any alterations or additions to the bid document, except to comply with the instructions issued. Any necessary or corrected errors made by the bidder shall require the signatories of the company or firm to initial on all such alteration. Erasure and the use of masking fluid are prohibited.
- (f) The Greater Giyani Municipality shall upon awarding of the bid at the rand value of R1.5 million and above, require the bidder to provide a surety, securities and/or guarantees from an accredited financial institution prior to the signing of the contract and commencement of works.
- (g) The special conditions of contract take precedent on any of the conditions of contract that are to be applied.
- (h) The bidder shall familiarise him/herself with the relevant conditions of contract for the awarded bid and signing of such contracts before commencement of works.
- (i) In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

WATER SANITATION MATERIALS <u>RETURNABLE DOCUMENTS</u> <u>CHECKLIST ON MINIMUM REQUIREMENTS</u>

To assist you with your tendering process, see a checklist on minimum requirements below.

No.	Minimum requirements	Tick	Comment if not attached
1.	Compulsory briefing session attended		
2.	Complete original bid document		
3.	CSD report (Printed between date of advert and tender closure date)		
4.	B-BBEE Certificate/Sworn Affidavit		
5.	Valid Tax Clearance Certificate/ Tax pin		
6.	CK/Company registration;		
7.	Certified ID copies of the shareholders;		
8.	Proof of Residence: Municipal statement account / letter from headman/Tribal Authority		
9.	Company registration certificate showing percentage of shareholders / membership interest		
10.	Registration with the recognized council body, or BS/ISO		
11.	Initial each page of the Conditions of Contact	1	
12.	All MBD Forms completed and signed		
13.	In case of a Joint Venture, Association or Consortium a formal contract agreement		
14.	Certified Qualification of Key personnel		
15.	Certified ID of Key personnel		
16.	CV's of all the team members/Key personnel		
17.	Company Experiences: Contactable Reference list of previous and current projects with Appointment letter/official order		
18.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
19.	Detailed price schedule/financial Bids		
20.	All/Any alterations initialled		
21.	COIDA Certificate/registration in correct category		
22.	Performance Guarantee		
23.	Certificate of Authority to sign		
24.	Proof of purchase of Tender Document		
25.	3 years Audited AFS		

Name

Representative

Signature

Company

ANNEXURE A

SCHEDULE OF RATES

Overleaf is a Schedule of Rates that all bidders are expected to complete fully. Failure to complete the SOQ as required will disadvantage the bidder in rate averaging and approval into the panel of contractors.

WATER MATERIALS

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
Α	PIPES			
A1	POLYETHYLENE PIPES			
	15MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No		
			1.00	
	20MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No	1.00	
	25MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No	1.00	
	32MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No	1.00	
	40MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No	1.00	
	50MMX100M HDPE POLYETHYLENE PIPE SANS CL10	No	1.00	
A2	uPVC PRESSURE PIPES CL12			
~=	50MMX6M UPVC PRESSURE PIPE CL12	No	4.00	
	63MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
			1.00	
	75MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	90MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	110MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	125MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	140MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	160MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	200MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	250MMX6M UPVC PRESSURE PIPE CL12	No		
	315MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
			1.00	
	355MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	400MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	450MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
	500MMX6M UPVC PRESSURE PIPE CL12	No	1.00	
40 × 0 ×	ation_Tools_Materials_BoQ			

ГЕМ	DESCRIPTION	UNIT	BILL QTY
A2	uPVC PRESSURE PIPES CL16		
	50MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	63MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	75MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	90MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	110MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	125MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	140MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	160MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	200MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	250MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	315MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	355MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	400MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	450MMX6M UPVC PRESSURE PIPE CL16	No	1.00
	500MMX6M UPVC PRESSURE PIPE CL16	No	1.00
A2	GALVANISED MEDIUM STEEL STANDPIPES		
	15X 500MM GALVANISED MED STEEL STANDPIPE	No	1.00
	15X 1000MM GALVANISED MED STEEL STANDPIPE	No	1.00
	20X 500MM GALVANISED MED STEEL STANDPIPE	No	1.00
	20X 1000MM GALVANISED MED STEEL STANDPIPE	No	1.00
	25X 500MM GALVANISED MED STEEL STANDPIPE	No	1.00
	25X 1000MM GALVANISED MED STEEL STANDPIPE	No	1.00
	75MM FIRE HYDRANT HEAD	No	1.00
	75MMX1.8M FIRE HYDRANT GALVANIZED	No	1.00
	80MM FIRE HYDRANT HEAD	No	1.00
	80MMX1.8 FIRE HYDRANT GALVANIZED	No	1.00
	50MMX1.5M STAND PIPE	No	1.00
	50MMX1M STAND PIPE	No	1.00
	75MMX1.5M STAND PIPE	No	
	75MMX1M STAND PIPE	No	1.00
			1.00

WATER MATERIALS

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
В	FITTINGS			
B1	ADAPTORS			
	20X20MM PLASSON ADAPTOR MALE	No	1.00	
	20X15MM PLASSON ADAPTOR MALE	No		
	25X25MM PLASSON ADAPTOR MALE	No	1.00	
	25X20MM PLASSON ADAPTOR MALE	No	1.00	
	25X15MM PLASSON ADAPTOR MALE	No	1.00	
	32X32MM PLASSON ADAPTOR MALE	No	1.00	
	32X25MM PLASSON ADAPTOR MALE	No	1.00	
	32X20MM PLASSON ADAPTOR MALE	No	1.00	
	32X15MM PLASSON ADAPTOR MALE	No	1.00	
	40X40MM PLASSON ADAPTOR MALE	No	1.00	
	40X32MM PLASSON ADAPTOR MALE	No	1.00	
	40X25MM PLASSON ADAPTOR MALE	No	1.00	
	50X50MM PLASSON ADAPTOR MALE	No	1.00	
	50X40MM PLASSON ADAPTOR MALE	No	1.00	
	50X32MM PLASSON ADAPTOR MALE	No	1.00	
	63MM UPVC ADAPTOR AC/UPVC	No	1.00	
	75MM UPVC ADAPTOR AC/UPVC	No	1.00	
	90MM UPVC ADAPTOR AC/UPVC	No	1.00	
	110MM UPVC ADAPTOR AC/UPVC	No	1.00	
	125MM UPVC ADAPTOR AC/UPVC	No	1.00	
	140MM UPVC ADAPTOR AC/UPVC	No	1.00	
	160MM UPVC ADAPTOR AC/UPVC	No	1.00	
	200MM UPVC ADAPTOR AC/UPVC	No	1.00	
	250MM UPVC ADAPTOR AC/UPVC	No	1.00	
	300MM UPVC ADAPTOR AC/UPVC	No	1.00	
	350MM UPVC ADAPTOR AC/UPVC	No	1.00	
	63MM UPVC ADAPTOR SCREW IN FEMALE	No	1.00	
	75MM UPVC ADAPTOR SCREW IN FEMALE	No	1.00	
	90MM UPVC ADAPTOR SCREW IN FEMALE	No	1.00	
	110MM UPVC ADAPTOR SCREW IN FEMALE	No	1.00	
	63MM UPVC ADAPTOR MALE	No	1.00	
	75MM UPVC ADAPTOR MALE	No	1.00	
	90MM UPVC ADAPTOR MALE	No	1.00	
	110MM UPVC ADAPTOR MALE	No	1.00	
			1.00	

ITEM	DESCRIPTION	UNIT	BILL QTY
2	COUPLINGS		+
	20MM PLASSON COUPLING	No	1.00
	25MM PLASSON COUPLING	No	1.00
	32MM PLASSON COUPLING	No	1.00
	40MM PLASSON COUPLING	No	1.00
	50MM PLASSON COUPLING	No	1.00
	63MM UPVC COUPLING	No	1.00
	75MM UPVC COUPLING	No	1.00
	90MM UPVC COUPLING	No	1.00
	110MM UPVC COUPLING	No	1.00
	125MM UPVC COUPLING	No	1.00
	140MM UPVC COUPLING	No	1.00
	160MM UPVC COUPLING	No	1.00
	200MM UPVC COUPLING	No	1.00
	250MM UPVC COUPLING	No	1.00
	300MM UPVC COUPLING	No	1.00
	350MM UPVC COUPLING	No	1.00
	400MM UPVC COUPLING	No	1.00
	450MM UPVC COUPLING	No	1.00
	500MM UPVC COUPLING	No	1.00
		NO	1.00
33	REDUCING COUPLINGS 20X15MM PLASSON REDUCING COUPLING	No	1.00
	25X20MM PLASSON REDUCING COUPLING	No	
	32X25MM PLASSON REDUCING COUPLING	No	1.00
	40X32MM PLASSON REDUCING COUPLING	No	1.00
	50X32MM PLASSON REDUCING COUPLING	No	1.00
	50X40MM PLASSON REDUCING COUPLING	No	1.00
	75X63MM UPVC REDUCING COUPLING	No	1.00
	90X75MM UPVC REDUCING COUPLING	No	1.00
	110X90MM UPVC REDUCING COUPLING	No	1.00
	125X110MM UPVC REDUCING COUPLING	No	1.00
	140X125MM UPVC REDUCING COUPLING	No	1.00
	160X140MM UPVC REDUCING COUPLING	No	1.00
	160X125MM UPVC REDUCING COUPLING	No	1.00
	160X110MM UPVC REDUCING COUPLING	No	1.00
	160X90MM UPVC REDUCING COUPLING	No	1.00
	200X160MM UPVC REDUCING COUPLING	No	1.00
			1.00

	250X200MM UPVC REDUCING COUPLING	No		I
	300X250MM UPVC REDUCING COUPLING	No	1.00	
			1.00	
ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
В4	ELBOWS			
	15MMX90 PLASSON ELBOW	No		
	20MMX90 PLASSON ELBOW	No	1.00	
	25MMX90 PLASSON ELBOW	No	1.00	
	32MMX90 PLASSON ELBOW	No	1.00	
	40MMX90 PLASSON ELBOW	No	1.00	
	50MMX90 PLASSON ELBOW	No	1.00	
	15MMX90 GALVANISED ELBOW	No	1.00	
	20MMX90 GALVANISED ELBOW	No	1.00	
	25MMX90 GALVASIED ELBOW	No	1.00	
	32MMX90 GALVANISED ELBOW	No	1.00	
	40MMX90 GALVANISED ELBOW	No	1.00	
	50MMX90 GALVANISED ELBOW	No	1.00	
	63MMX90 UPVC ELBOW	No	1.00	
	15X20MM M/F GALVANISED ELBOW	No	1.00	
	20MM M/F GALVANISED ELBOW	No	1.00	
	20X25MM M/F GALVANISED ELBOW	No	1.00	
В5	REDUCING BUSH		1.00	
	20X15MM GALVANISED REDUCING BUSH	No		
	25X20MM GALVANISED REDUCING BUSH	No	1.00	
	32X25MM GALVANISED REDUCING BUSH	No	1.00	
	40X25MM GALVANISED REDUCING BUSH	No	1.00	
	40X20MM GALVANISED REDUCING BUSH	No	1.00	
	50X25MM GALVANISED REDUCING BUSH	No	1.00	
	50X20MM GALVANISED REDUCING BUSH	No	1.00	
			1.00	
B6	END PLUGS			
50	15MM GALVASED HULLOW PLUG	No	1.00	
	20MM GALVANISED HULLOW PLUG	No	1.00	
	25MM GALVANISED HULLOW PLUG	No	1.00	
	32MM GALVANISED HULLOW PLUG	No	1.00	
	40MM GLVANISED HULLOW PLUG	No	1.00	
	50MM GALVANISED HULLOW PLUG	No	1.00	
	63MM UPVC END CAP	No	1.00	
	75MM UPVC END CAP	No	1.00	

	90MM UPVC END CAP	No	1.00	
	110MM UPVC END CAP	No	1.00	
ГЕМ	DESCRIPTION	UNIT	BILL QTY	RATE
B7	TEES 15MM GALVASED TEE PIECE	No		
	20MM GALVANISED TEE PIECE	No	1.00	
	25MM GALVANISED TEE PIECE	No	1.00	
	32MM GALVANISED TEE PIECE	No	1.00	
	40MM GALVANISED TEE PIECE	No	1.00	
	50MM GALVANISED TEE PIECE	No	1.00	
	63MM UPVC TEE PIECE	No	1.00	
	75MM UPVC TEE PIECE	No	1.00	
	90MM UPVC TEE PIECE	No	1.00	
	110MM UPVC TEE PIECE	No	1.00	
	125MM UPVC TEE PIECE	No	1.00	
	140MM UPVC TEE PIECE	No	1.00	
	160MM UPVC TEE PIECE	No	1.00	
	200MM UPVC TEE PIECE	No	1.00	
	160X90MM UPVC TEE PIECE	No	1.00	
	200X160MM UPVC TEE PIECE	No	1.00	
	250X200MM UPVC TEE PIECE	No	1.00	
	160X75MM UPVC TEE PIECE	No	1.00	
B8	VICKING JOHNSONS		1.00	
	50-65MM VICKING JOHNSON	No	1.00	
	75-82MM VICKING JOHNSON	No	1.00	
	85-92MM VICKING JOHNSON	No	1.00	
	95-110MM VICKING JOHNSON	No	1.00	
	125-135MM VICKING JOHNSON	No	1.00	
	150MM VICKING JOHNSON	No	1.00	
	160MM VICKING JOHNSON	No	1.00	
	200-210MM VICKING JOHNSON	No	1.00	
	250MM VICKING JOHNSON	No	1.00	
	300-315MM VICKING JOHNSON	No	1.00	
	320-350MM VICKING JOHNSON	No	1.00	
	360-400MM VICKING JOHNSON	No	1.00	
	415-435MM VICKING JOHNSON	No	1.00	
	450-480MM VICKING JOHNSON	No	1.00	

ITEM	DESCRIPTION	UNIT	BILL QTY RA	TE
В9	CASCADES			
20	45-55mm Cascade Full Clamp	No		
		No	1.00	
	59-67mm Cascade Full Clamp	No	1.00	
	69-76mm Cascade Full Clamp	No	1.00	
	75-83mm Cascade Full Clamp	No	1.00	
	87-93mm Cascade Full Clamp	No	1.00	
	95-104mm Cascade Full Clamp	No	1.00	
	104-113mm Cascade Full Clamp	No	1.00	
	113-120mm Cascade Full Clamp	No	1.00	
	121-130mm Cascade Full Clamp	No	1.00	
	126-136mm Cascade Full Clamp	No	1.00	
	130-142mm Cascade Full Clamp	No	1.00	
	145-155mm Cascade Full Clamp	No	1.00	
	150-161mm Cascade Full Clamp	No	1.00	
	167-176mm Cascade Full Clamp	No	1.00	
	174-183mm Cascade Full Clamp	No	1.00	
	179-189mm Cascade Full Clamp	No	1.00	
	174-183mm Cascade Full Clamp	No	1.00	
	179-189mm Cascade Full Clamp	No	1.00	
	196-205mm Cascade Full Clamp	No	1.00	
	202-212mm Cascade Full Clamp	No	1.00	
	218-228mm Cascade Full Clamp	No	1.00	
	229-238mm Cascade Full Clamp	No	1.00	
	236-245mm Cascade Full Clamp	No	1.00	
	248-257mm Cascade Full Clamp	No	1.00	
	254-264mm Cascade Full Clamp	No	1.00	
	271-281mm Cascade Full Clamp	No No	1.00	
	281-290mm Cascade Full Clamp 288-298mm Cascade Full Clamp	No	1.00	
	304-314mm Cascade Full Clamp	No	1.00	
	342-356mm Cascade Full Clamp	No	1.00	
	356-365mm Cascade Full Clamp		1.00	
		No	1.00 RA	TE
ITEM	DESCRIPTION	UNIT	BILL QTY	
B10	SADDLES			
	50X20MM uPVC Saddle	No	1.00	
	50X25MM uPVC Saddle	No	1.00	

	63X20MM uPVC Saddle	No	1.00	
	63X25MM uPVC Saddle	No	1.00	
	75X20MM uPVC Saddle	No	1.00	
	75X25MM uPVC Saddle	No	1.00	
	90X20MM uPVC Saddle	No	1.00	
	90X25MM uPVC Saddle	No	1.00	
	110X20MM uPVC Saddle	No	1.00	
	110X25MM uPVC Saddle	No	1.00	
	125X20MM uPVC Saddle	No		
	125X25MM uPVC Saddle	No	1.00	
	140X25MM uPVC Saddle	No	1.00	
	140X50MM uPVC Saddle	No	1.00	
	160X20MM uPVC Saddle	No	1.00	
	160X25MM uPVC Saddle	No	1.00	
	160X50MM uPVC Saddle	No	1.00	
	200X25MM uPVC Saddle	No	1.00	
	200X50MM uPVC Saddle	No	1.00	
	250X25MM uPVC Saddle	No	1.00	
	250X50MM uPVC Saddle	No	1.00	
	300X25MM uPVC Saddle	No	1.00	
		INO	1.00	
	300X50MM uPVC Saddle	No		
	300X50MM uPVC Saddle 350X50MM uPVC Saddle	No No	1.00	
			1.00 1.00	
	350X50MM uPVC Saddle 400X50MM uPVC Saddle	No No		RATE
ITEM	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION	No	1.00	RATE
ITEM B11	350X50MM uPVC Saddle 400X50MM uPVC Saddle	No No	1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION	No No	1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION	No No UNIT	1.00 1.00 BILL QTY	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE	No No UNIT No	1.00 1.00 BILL QTY 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE	No No UNIT No No	1.00 1.00 BILL QTY 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 25MM GALVANISED BARREL NIPPLE	No No UNIT No No	1.00 1.00 BILL QTY 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE	No No UNIT No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE	No No UNIT No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 63MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 53MM GALVANISED BARREL NIPPLE 75MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 75MM GALVANISED BARREL NIPPLE 80MM GALVANISED BARREL NIPPLE 100MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 25MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 40MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 63MM GALVANISED BARREL NIPPLE 75MM GALVANISED BARREL NIPPLE 100MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE
	350X50MM uPVC Saddle 400X50MM uPVC Saddle DESCRIPTION NIPPLES 15MM GALVANISED BARREL NIPPLE 20MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 32MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 50MM GALVANISED BARREL NIPPLE 75MM GALVANISED BARREL NIPPLE 80MM GALVANISED BARREL NIPPLE 100MM GALVANISED BARREL NIPPLE	No No UNIT No No No No No No No	1.00 1.00 BILL QTY 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	RATE

	32MM GALVANISED RUNNING NIPPLE	No	1.00	
	40MM GALVANISED RUNNING NIPPLE	No	1.00	
	50MM GALVANISED RUNNING NIPPLE	No		
	63MM GALVANISED RUNNING NIPPLE	No	1.00	
	75MM GALVANISED RUNNING NIPPLE	No		
	80MM GALVANISED RUNNING NIPPLE	No	1.00	
	100MM GALVANISED RUNNING NIPPLE	No	1.00	
B12	SOCKETS		1.00	
	15MM GALVANISED SOCKETS	No		
	20MM GALVANISED SOCKETS	No	1.00	
	25MM GALVANISED SOCKETS	No	1.00	
	32MM GALVANISED SOCKETS	No	1.00	
	40MM GALVANISED SOCKETS		1.00	
		No	1.00	
		No	1.00	
		No	1.00	
	75MM GALVANISED SOCKETS	No	1.00	
	80MM GALVANISED SOCKETS	No	1.00	
	100MM GALVANISED SOCKETS	No	1.00	
ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
	REDUCING SOCKETS			
	20X15MM GALVANISED REDUCING SOCKET	No	1.00	
	25X20MM GALVANISED REDUCING SOCKET	No	1.00	
	32X25MM GALVANISED REDUCING SOCKET	No	1.00	
	40X25MM GALVANISED REDUCING SOCKET	No	1.00	
	40X20MM GALVANISED REDUCING SOCKET	No	1.00	
	50X25MM GALVANISED REDUCING SOCKET	No	1.00	
	50X25MM GALVANISED REDUCING SOCKET	No No	1.00	
B13				
B13	50X20MM GALVANISED REDUCING SOCKET		1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNIONS 15MM GALVANISED UNION	No	1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNIONS 15MM GALVANISED UNION 20MM GALVANISED UNION	No No No	1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 25MM GALVANISED UNION	No No No	1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 25MM GALVANISED UNION 32MM GALVANISED UNION	No No No No	1.00 1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 32MM GALVANISED UNION 40MM GALVANISED UNION	No No No No No	1.00 1.00 1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 32MM GALVANISED UNION 40MM GALVANISED UNION 50MM GALVANISED UNION	No No No No	1.00 1.00 1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 32MM GALVANISED UNION 40MM GALVANISED UNION	No No No No No	1.00 1.00 1.00 1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 32MM GALVANISED UNION 40MM GALVANISED UNION 50MM GALVANISED UNION	No No No No No	1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	
B13	50X20MM GALVANISED REDUCING SOCKET GALVANISED UNION 15MM GALVANISED UNION 20MM GALVANISED UNION 25MM GALVANISED UNION 32MM GALVANISED UNION 50MM GALVANISED UNION 15MM GALVANISED JOHNSON UNION	No No No No No No	1.00 1.00 1.00 1.00 1.00 1.00 1.00	

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40MM GALVANISED JOHNSON UNION 50MM GALVANISED JOHNSON UNION	No	1.00	
75MM GALVANISED JOHNSON UNION 80MM GALVANISED JOHNSON UNION	No 1 No	1.00	

WATER MATERIALS

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
С	ANCILLARY			
C1	15MM GATE VALVE	No	1.00	
	20MM GATE VALVE	No	1.00	
	25MM GATE VALVE	No	1.00	
	32MM GATE VALVE	No	1.00	
	40MM GATE VALVE	No	1.00	
	50MM GATE VALVE	No	1.00	
	63MM GATE VALVE	No	1.00	
	75MM GATE VALVE	No	1.00	
	80MM GATE VALVE	No	1.00	
	100MM GATE VALVE	No	1.00	
	90MM CONTROL VALVE	No	1.00	
	110MM CONTROL VALVE	No	1.00	
	140MM CONTROL VALVE	No	1.00	
	160MM CONTROL VALVE	No	1.00	
	200MM CONTROL VALVE	No	1.00	
	250MM CONTROL VALVE	No	1.00	
	300MM CONTROL VALVE	No	1.00	
	350MM CONTROL VALVE	No	1.00	
	400MM CONTROL VALVE	No	1.00	
	450MM CONTROL VALVE	No	1.00	
	15MM BALL VALVE 20MM BALL VALVE	No No	1.00 1.00	
	25MM BALL VALVE	No	1.00	
	32MM BALL VALVE	No	1.00	
	40MM BALL VALVE	No	1.00	
	50MM BALL VALVE	No	1.00	
	63MM BALL VALVE	No	1.00	
	75MM BALL VALVE	No	1.00	
	80MM BALL VALVE	No	1.00	
	90MM BALL VALVE	No	1.00	
	100MM BALL VALVE	No	1.00	

	75MM WATER PUMPS (HEAVY DUTY) No 1.	00	1	I	
	100MM WATER PUMP (HEAVY DUTY) No 1.0	00			
	50MM FLANGE SET No 1.00				
	75MM FLANGE SET No 1.00				
	80MM FLANGE SET No 1.00				
	100MM FLANGE SET No 1.00				
	160MM FLANGE SET No 1.00				
	20MM WATER METER (PLASTIC) No 1.00				
	25MM WATER METER (PLASTIC) No 1.00				
	20MM WATER METER + BOX No 1.00				
	25MM WATER METER + BOX No 1.00				
		.00			
	75MM WATER METER WITH FLANGE No 1.0				
	80MM WATER METER WITH FLANGE No 1.0				
	100MM WATER METER WITH FLANGE No 1.	.00			
	6MM GLAND PACKING No 1.00				
	8MM GLAND PACKING No 1.00				
	10MM GLAND PACKING No 1.00				
	12MM GLAND PACKING No 1.00				
	16MM GLAND PACKING No 1.00				
	20MM GLAND PACKING No 1.00				
	TOOLS				
ЕМ	DESCRIPTION		UNIT	BILL QTY	RATE
D	HAND-HELD TOOLS				
D1	20-75MM STOCK AND DIE SET		No	1.00	
	50-75MM UPVC PIPE CUTTER		No	1.00	
	90-140MM UPVC PIPE CUTTER		No	1.00	
	160-200MM UPVC PIPE CUTTER		No	1.00	
	200-250MM UPVC PIPE CUTTER		No	1.00	
	HEAVY DUTY CARPENTER SAW		No	1.00	
	HEAVY DUTY HACK SAW		No	1.00	
			No	1.00	
	5L PIPE LUBRICANT				
	5L PIPE LUBRICANT 400G HEMP ROLLS		No	1.00	
				1.00 1.00	

350MM PIPE WRENCH HEAVY DUTY	No	1.00	
450MM PIPE WRECH HEAVY DUTY	No	1.00	
800MM PIPE WRECH HEAVY DUTY	No	1.00	
900MM PIPE WRECH HEAVY DUTY	No	1.00	
10MM RING SPANNER	No	1.00	
12MM RING SPANNER	No	1.00	
13MM RING SPANNER	No	1.00	
14MM RING SPANNER	No	1.00	
19MM RING SPANNER	No	1.00	
22MM RING SPANNER	No	1.00	
24MM RING SPANNER	No	1.00	

SEWER MATERIALS

ITEM	DESCRIPTION	UNIT	BILL QTY	RATE
Α	PIPES			
A1	PVC PIPES			
	110MMX6M PVC CLASS 400	No	1.00	
	160MMX6M PVC CLASS 400	No	1.00	
	200MMX6M PVC CLASS 400	No	1.00	
	250MMX6M PVC CLASS 400	No	1.00	
	300MMX6M PVC CLASS 400	No	1.00	
	315MMX6M PVC CLASS 400	No	1.00	
	350MMX6M PVC CLASS 400	No	1.00	
	400MMX6M PVC CLASS 400	No	1.00	
	110MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	160MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	200MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	250MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	300MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	315MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	350MMX6M PVC CLASS 400 SOCKETED	No	1.00	
	400MMX6M PVC CLASS 400 SOCKETED	No	1.00	
A2	FITTINGS			
	110MM Y-JUNCTION	No	1.00	
	160MM Y-JUNCTION	No	1.00	
	200MM Y-JUNCTION	No	1.00	
	215MM Y-JUNCTION	No	1.00	
	250MM Y-JUNCTION	No	1.00	
	300MM Y-JUNCTION	No	1.00	
	315MM Y-JUNCTION	No	1.00	
	350MM Y-JUNCTION	No	1.00	
	110MM PVC SOCKET	No	1.00	
	160MM PVC SOCKET	No	1.00	

215MM PVC SOCKET	No		
		1.00	
250MM PVC SOCKET	No	1.00	
300MM PVC SOCKET	No	1.00	
315MM PVC SOCKET	No	1.00	
350MM PVC SOCKET	No	1.00	
110MM PVC PAN CONNECTER	No	1.00	
160MM PVC PAN CONNECTER	No	1.00	
200MM PVC PAN CONNECTER	No	1.00	
215MM PVC PAN CONNECTER	No	1.00	
110MM PVC T-PIECE	No	1.00	
160MM PVC T-PIECE	No	1.00	
200MM PVC T-PIECE	No	1.00	
215MM PVC T-PIECE	No	1.00	

A2 ANCILLIARY

2MX8MM DRAIN RODS No 1.00			
63MMX8MM ROOT AUGER No	1.00		
75MMX8MM ROOT AUGER No	1.00		
12MM ROD SPANNER No	1.00		
8MM ROD SPANNER No	1.00		
8MM ROD SOCKET No	1.00		
8MM DRAIN SPEAR No	1.00		
75MM DRAIN RUBBER No	1.00		
75MM STEEL BRUSH No	1.00		
25L DRAIN CLEANER No	1.00		
25L GREASE REMOVER No	1.00		
1L PIPE LUBRICANT No	1.00		

BoQ - 4

Item	Pay Ref	Description	Unit	Qty	Rate (R)
1 1.3	SANS 1200 A 8.7	<u>SCHEDULE NO.</u> DAYWORKS AND TEMPORARY WORKS .3 <u>TRANSPORT (TRANSPORT COST TO AND</u> <u>FROM SITE)</u>			
	8.7	.3 .1 <u>Flatbed truck</u> 4 Ton 8 Ton	km km	1	
	8.7	LDV'S .3 .2 LDV (a) LDV 1ton LOADING & OFFLOADING	km	1	
		.3 .3 <u>Material Supply</u> (a) LDV (a) 4Ton / 8Ton Truck	p/L p/L	1 1	

SCHEDULE 02