UTHUKELA WATER (PTY) LTD

OPERATIONS DEPARTMENT

BID NO.: OPS2026-BID-009

SUPPLY AND DELIVERY OF POLYMERS FOR 36 MONTHS

Date: **20 MAY 2026**
Time: 15:00
Venue: 79 Harding Street, Newcastle 2940

Name of Bidder	
CSD Master Registration Number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed bid document must be deposited in the Tender Box provided at the
UThukela water (Pty)Ltd
79 Harding Street,
Newcastle
2940

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uthukela
water

PART A–ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

Description	Yes/No			
Form of Offer and Acceptance Is the form duly completed and signed?	**Yes**		**No**	
Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	**Yes**		**No**	
MBD 1 – Invitation to Bid Is the form duly completed and signed?	**Yes**		**No**	
MBD 3.1 - Pricing Schedule – Firm Prices (Purchases) Is the form duly completed and signed?	**Yes**		**No**	
MBD 4 Declaration of Interest Is the form duly completed and signed?	**Yes**		**No**	
MBD 5 Declaration for Procurement above R10 Million **Is the form duly completed and signed?**				
MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	**Yes**		**No**	
MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	**Yes**		**No**	
MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	**Yes**		**No**	
Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	**Yes**		**No**	
Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	**Yes**		**No**	
Central Supplier Database Is proof of registration attached?	**Yes**		**No**	

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

2. BID NOTICE AND INVITATION TO BID

uThukela Water (Pty) Ltd invited qualified bidders to submit proposals for the supply, delivery and off-loading of a water treatment plant chemicals (polymers) a multi award contract for 36 months to be delivered for Ngagane Water Plant located approximately 11km's from Newcastle and at Biggarsberg Water Treatment Plant located approximately 5km from Dundee.

Service providers are required to download a copy of the bid document, which will be available exclusively on uThukela Water website www.uthukelawater.co.za starting from the 17 April 2026.

Bids will be adjudicated in terms of the Preferential Procurement Regulation, 2022 and other applicable legal prescripts and will be based on 80/20-point system. Preferential points will be awarded to service providers using specific goals claimed.

Minimum functional requirement score: Service providers that score at least the minimum of 70% points on functionality will qualify for the next stage evaluation

Samples: 250mls polymer sample must be submitted for the tendered polymer product with the tender document.

Completed bid documents complying with the conditions of bid must be sealed and endorsed " BID NO: **OPS2026-BID-009 SUPPLY AND DELIVERY OF POLYEMNRS FOR 36 MONTHS**, with the name and address of the bidder at the back of the envelope to be deposited in the official tender box at uThukela Water (Pty) , 79 Harding street , reception , Newcastle , by no later than 15:00pm on Wednesday , 20 May 2026 where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-mail will be under no circumstances be considered. Entity reserves the right to accept all, some, or none of the tenders submitted, either wholly , or in part and it is not obliged to accept the lowest tender.

Only prospective suppliers who are registered on the National Treasury Supplier database are eligible to bid. To register on the CSD log onto www.csd.gov.za

Technical enquiries: clever.dhliwayo@uthukelawater.co.za

Procurement enquiries: zamantungwa.mhlongo@uthukelawater.co.za

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Managing Director
uThukela Water (Pty) Ltd
79 Harding Street
Private Bag X 6644
Newcastle
2940
Closing Date: 20 MAY 2026 @ 15:00

MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF UTHUKELA WATER ENTITY					
Bid Number	OPS2026-BID-009	**Closing Date**	20 MAY 2026	**Closing Time**	**15h00**
Description	**SUPPLY AND DELIVERY OF POLYMERS FOR A PERIOD OF 36 MONTHS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

UThukela Water (PTY) Ltd **79 Harding Street** **Newcastle** **2940**					
SUPPLIER INFORMATION					
Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cell phone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]		B-BBEE Status Level Sworn Affidavit		☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are you the Accredited Representative in **South Africa for the Goods /Services /Works Offered?**	☐ Yes ☐ No (if yes enclose proof)	Are you a Foreign Based Supplier for **the Goods /Services /Works Offered?**		☐ Yes ☐ No (if yes, answer part B:3)	
Total Number of Items Offered		**Total Bid Price:**			
Signature of Bidder		**Date:**			
Capacity under which this bid is signed:					
ENQUIRIES MAY BE DIRECTED TO:					

Bidding Procedure Enquiries		**Technical enquiries**
Contact person	Mrs Zamantungwa Mhlongo	Mr Clever Dhliwayo
Telephone number	034 328 5000	034 328 5000
E-mail address	Zamantungwa.mhlongo@uthukelawater.co.za	Clever.dhliwayo@uthukelawater.co.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. **All bids must be submitted on the official forms provided– (not to be re-typed) or online**

1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

2.1 Bidders must ensure compliance with their tax obligations.

2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.

2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.

2.5 Bidders may also submit a printed TCS certificate together with the bid.

2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.

2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. Is the entity a resident of the Republic of South Africa (RSA)?	☐ Yes ☐ No
3.2. Does the entity have a branch in the RSA?	☐ Yes ☐ No
3.3. Does the entity have a permanent establishment in the RSA?	☐ Yes ☐ No
3.4. Does the entity have any source of income in the RSA?	☐ Yes ☐ No
3.5. Is the entity liable in the RSA for any form of taxation?	☐ Yes ☐ No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………………………..

3. FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for:

SUPPLY AND DELIVERY OF POLYMERS FOR A PERIOD OF 36 MONTHS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

……

……

……………………………………………………………..……………………………………… Rand (in words);

R………………………………………………………………… (in figures) (or other suitable wording).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature		**Date**	
Name			
Capacity			
Name of Tenderer			

Name and
Signature of

Witness ………………………………………………………………… Date ………………………………

ACCEPTANCE (to be completed by the Employer)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the tenderer the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Agreements and tender document, (which includes this agreement)
Pricing data
Scope of work
Briefing Session

and any drawings and documents or parts thereof, which may be incorporated by reference above.

Deviations from and amendments to the documents listed in the tender document and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the Record of Addendum attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorized representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the tender document) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR OFFICIAL USE ONLY

Name		**Signature**	
Date			
Capacity (tick one)	Managing Director		
For the Employer	UThukela Water (Pty) Ltd		
Name of Witness		**Signature**	

4. GENERAL CONDITIONS OF BID

1. General conditions of Contract

1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract.

2. Pricing

2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.

2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.

2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.

2.4. All bid prices will be final and binding.

2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,

2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

3. Forward Exchange Rate Cover

3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipal Entity against exchange rate variations.

3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.

3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Entity along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

4. Submission of Bids

4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope, and must be deposited in the bid box on or before the closing date and time of the bid.

4.2. The bid box is in Reception of UThukela Water (Pty) Ltd Head office 79 Harding Street, Newcastle.

4.3. All literature must be securely attached to the bid. The Board shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.

4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Entity will not be held responsible for any bid document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink.**
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

5. Opening, Recording and Publications of Bids Received

5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

5.2. Details of bids received in time will be recorded in a register which is open to public inspection.

5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

6. Validity Period

Bids shall remain valid for **One hundred and twenty days (120) days** after the tender closure date.

7. Incorrect Information

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

8. Withdrawal of Bid during and After the SCM Process:

8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.

8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

9. Invoices

All invoices must be forwarded to the following address:

uThukela Water (Pty) Ltd
79 Harding Street/ P.O. Box 729
Newcastle, 2940

9.1. **Legal requirements for invoices**

9.1.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

9.1.1.1. **Ordinary invoice (not VAT Registered)**

a) The word „***INVOICE*** " in a prominent place
b) Official invoice number and date of transaction
c) Trade name, legal name, registration number (if any) and address of supplier
d) The Official order number of uThukela Water is compulsory – non-compliance – no payment
e) The Entity's name and postal address (Private Bagx6644, Newcastle, 2940)
f) Accurate description of goods and / or services supplied / provided.
g) Unit of measurement of goods or services supplied
h) Price

9.1.1.2. **VAT/Tax invoice (VAT registered)**

a) Word „***TAX INVOICE'*** in a prominent place
b) Trade, legal name and registration number (if any) of supplier
c) Address and VAT number of supplier
d) The official invoice number and date of invoice
e) The Official order number of uThukela Water is compulsory – non-compliance – no payment
f) The Entity's name and postal address (Private Bag X6644, Newcastle, 2940) and VAT registration number (4270212725)
g) Accurate description of goods and / or services supplied / provided.
h) Unit of measurement of goods or services supplied
i) Price and VAT amount

10. Payment Terms

10.1. It is the policy of UThukela Water to pay all creditors by means of electronic bank transfers.

10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the uThukela Water. In exceptional circumstances, uThukela Water may, at its discretion, deviate from the above.

11. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of uThukela Water, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

12. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

13. Disbursements, Travel and Subsistence

13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of UThukela Water has been obtained in respect of such expenditure.

13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by uThukela Water. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the UThukela Water travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by UThukela Water.

14. Joint Venture Agreement or Consortiums

Tenderers intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid: -

1) A valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
2) all parties of the Joint Venture or Consortium must submit signed copies of: -
    a) The Declaration of Interest Form,
    b) The Declaration of Bidder’s Past Supply Chain Management Practices Form,

   c) The Certificate of Independent Bid Determination Form, and
3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

15. Samples for Quality Control

15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.

15.2 All samples approved will be retained by uThukela Water as standards for the duration of the contract.

5. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 **“Day”** means calendar day.

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

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

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

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

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

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

1.14 **"GCC"** means the General Conditions of Contract.

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

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

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

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

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

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

1.21 **"Purchaser"** means the Institution purchasing the goods/works and/or service.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

1.24 **"Services"** means those functional services ancillaries 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 vendor covered under the contract.

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

2. Application

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

2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific vendors, services or works.

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The vendor 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 vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

6. Patent Rights

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

7.2 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.

7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor'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 the Institution or an organization acting on behalf of the Institution.

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 vendor.

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 analysed 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 vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.

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 vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The vendor 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 vendor of any warranty obligations under this contract;
e) training of the purchaser's personnel, at the vendor's plant and/or
f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the vendor 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 vendor for similar services.

14. Spare parts

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

a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor 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 vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

16. Payment

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

16.2 The vendor 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 vendor.

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

17. Prices

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

18. Variation Orders

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

19. Assignment

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

20. Subcontractors

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

21. Delays in the vendor's performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor'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 vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the vendor 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/works and/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 vendor, may terminate this contract in whole or in part:

a. if the vendor 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 vendor fails to perform any other obligation(s) under the contract; or
c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

i. the name and address of the vendor and / or person restricted by the purchaser;
ii. the date of commencement of the restriction
iii. the period of restriction; and
iv. the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or 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 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 vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, 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 vendor 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 vendor 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 vendor any monies due the vendor.

28. Limitation of Liability

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

(a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the vendor 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 vendor 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 vendor 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 vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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

33. 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

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 (or bid rigging).

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 the Competition Act No. 89 of 1998.

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

6. SPECIAL CONDITIONS OF CONTRACT

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

2. I/we agree that:
   a) the offer herein shall remain binding upon me and open for acceptance by the UThukela Water during the validity period indicated and calculated from the closing time of the bid;

   b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Entity Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;

   c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, uThukela Water may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between UThukela Water and myself. I/we will then pay to uThukela Water any additional expenses incurred by the UThukela Water having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. UThukela Water shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss UThukela Water may sustain by reason of my default;

   d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;

   e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):
      ……

      ……

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

3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
4. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid? * YES NO

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

7. Has the Declaration of Interest been duly completed and included with the bid forms? * YES NO
    - Delete whichever is not applicable

8. **<u>CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT</u>**

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

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of UThukela Water, if requested to do so.

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

a) Recover from the contractor all costs, losses or damages incurred or sustained by the uThukela Water as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which uThukela Water may suffer by having to make less favorable arrangements after such cancellation.

BIDDER`S NAME : ____

BIDDER'S REPRESENTATIVE : ____

SIGNATURE : ____

DATE : ____

WITNESSES

1. **Name** : ______________________ **Signature** : ______________________

   Date : ______________________________

<u>**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**</u>

<u>**RULES IN RESPECT OF BID DOCUMENTS**</u>

'Board' shall mean the Board of directors of UThukela Water (PTY) Ltd.

'Committee' shall mean that Committee of the Board whose responsibility it is to consider tenders and advise the Board on acceptance or otherwise.

'Managing Director shall mean the Managing Director of UThukela Water (Pty) LTD or such person appointed by Board to act in that capacity.

'Head of Department' shall mean the head of the UThukela water's department concerned with the
particular tender or such person appointed by uThukela Water to act in that capacity.

All bidders are hereby advised that in the event that the bid is accepted by UThukela Water all conditions and stipulations set out this bid and, in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and UThukela Water.

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.

2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of uThukela Water invalidate the bid.

3. Failure to sign the **Form of Offer** will invalidate the bid, provided that it is the only acceptable bid received, UThukela Water may recommend it be considered as an offer after signature by the bidder.

   Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.

5. <u>GUARANTEE</u>
   Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.

6. **No bid will be accepted unless made out on the forms provided.**

7. <u>A signed copy of these conditions and specifications must accompany the bid.</u>

8. Bids received after **15:00** on the closing date of this bid will not be accepted.
9. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of UThukela Water.

10. UThukela Water reserves the right to accept all or a portion only of any tender.

11. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.

12. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

13. Bids must be submitted in sealed envelopes.

14. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.

15. UThukela Water shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. UThukela Water will consider all prices and submissions made by the bidders. Should uThukela Water require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to UThukela Water requesting all Bidders to submit such a request or revision of the Bid Proposal.

16. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations of uThukela Water that might have implications on the Bidder's activities in terms hereof.

17. Neither UThukela Water nor any official of UThukela Water will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.

18. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.

19. All data/information supplied by uThukela Water will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by UThukela Water. UThukela water will not be held responsible for any inaccurate or incomplete data/information.

20. **Two envelope system will not be applicable on this project.**

21. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

22. INVITATION TO BID

Bids shall be invited by the Managing Director in terms of the Supply Chain Management Policy of UThukela Water (PTY)Ltd.

23. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Managing director shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

24. BID DOCUMENTS

a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.
   The original Schedule of Quantities must be forwarded to UThukela Water (Pty) Ltd.

b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by uThukela Water (Pty) Ltd.

c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.

   i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
   ii. Failure to sign the bid document will invalidate the bid, provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.

iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

25. DEPOSITS

a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
b. A deposit in the sum stated in the bid documents is non-refundable.
c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

26. LATE BIDS

a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by UThukela Water when :

    I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Managing Director before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
    II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.

b. UThukela Water may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

27. COMMUNICATION PROHIBITED

a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of UThukela Water, shall take place between the bidder and any member or officer of UThukela Water on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by UThukela Water of the bid. When clarification is required or an extension of time, this may be requested by uThukela Water Officer on the authority of his Head of Department.

b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of UThukela Water.

28. UTHUKELA WATER IS NOT OBLIGED TO ACCEPT ANY BID

UThukela Water does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid. UThukela Water will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arises

29. DEVIATION FROM CONTRACT

UThukela Water reserves the right to deviate or procure goods or services outside of this contract if and when the need arises.

30. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to UThukela Water's advantage economically and technically.

31. POST AWARD PRODUCT COMPLIANCE PROCEDURES (if applicable)

The following post award product compliance procedure will apply:

i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
ii. Furthermore, service provider(s) are expected to disclose information on the following:
    - Financial Implications & Price Variances
    - Any potential risk
iii. The new model should at least meet the minimum specification of the original model.
iv. The delivery and installation of new equipment cannot be affected without the approval from the head of the department (Operations Executive Director).

32. DEMONSTRATIONS AND INSPECTIONS

i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at UThukela Water or any other area within the boundary of UThukela Water, any services offered in this bid.
ii. Where officials are required to attend demonstrations or inspections outside the boundary of UThukela Water Area of Jurisdiction, all costs to attend such demonstration shall be borne by the bidder.

33. PRICE ADJUSTMENT

In the event of a total price increase exceeding the going inflation rate during the bid period, uThukela Water reserves the right to withdraw from the bid and call for fresh bids. (Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Entity, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.
It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

34. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property UThukela Water and shall be returned to the UThukela Water. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID

- **All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.**

- **Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, UThukela Water may recommend that it be considered as an offer after signature by the bidder.**

- **NO correction fluid/tape may be used.**

- **Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.**

- **Bids received after the official closing date and time of this bid, will not be accepted.**

- **Proof must be produced, <u>together with the bidding document</u> that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.**

- **TAX COMPLIANCE STATUS**
  A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER ....

ADDRESS ……………………………………………………………………………………

TELEPHONE NUMBER
………………………………………………………………………………………………

NAME OF THE OFFICIAL ....**POSITION**...

SIGNATURE ………………………………**DATE**…………………………………………

WITNESSES

NAME .... **NAME** ……………………………….………

SIGNATURE .... **SIGNATURE** ……………………………………

ID NUMBER .... **ID NUMBER** ....

7. AUTHORITY OF SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A COMPANY	B PARTNERSHIP	C JOINT VENTURE	D SOLE PROPRIETOR	E CLOSE CORPORATION

A. Certificate for Company

I, ……………………………………………………………..., chairperson of the board of ………………………………………………………………………… , hereby confirm that by resolution of the board (copy attached) taken on …………………………………… 20….. , Mr/Ms……………………..……acting in the capacity of ……………………………… , was authorised to sign all documents in connection with this bid for Bid no **Bid no OPS2026-BID-009** and any contract resulting from it on behalf of the company.

As witnesses:

1. …………………………….…………….   Chairman: ……………………….……………

2. …………………………….…………….   Date: ……………………….…………………

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ……………………………...………………………………………………………..……………….................... ...., hereby authorise Mr/Ms ……….…..............….……………, acting in the capacity of ……………………………………………, to sign all documents in connection with this bid for **Bid no OPS2026-BID-009** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ……………..........………………………………………………………..……, authorised signatory of the company ………………………………………………, acting in the capacity of lead partner, to sign all documents in connection with this bid for and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

D. Certificate for Sole Proprietor

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

As witnesses:

1. ……………………………… Sole Owner: ……………………………….
2. ……………………………… Date: ……………………………….

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ……………………..…… …………….………......….……………, hereby authorise Mr/Ms ……………………………....…… acting in the capacity of ………………………, to sign all to sign all documents in connection with this bid for **Bid no OPS2026-BID-009** and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

8. RECORD OF ADDENDA

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

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by UThukela Water may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

9. BANKING DETAILS

It is the policy of the Entity to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise UThukela Water to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform UThukela Water in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

10. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

The tenderer is to affix to this page:

Proof that they are not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;

Signed copy of the lease agreement if the tenderer is currently leasing premises and not responsible paying municipal accounts together with a letter from the landlord stating that no levies are in arrears (*only if applicable*).

Bidders residing on farms with no municipal services should submit a letter from their Induna/owner.

Statement must not be older than three months from the closing date of this tender.

Attach latest municipal account statement behind this page. The statement must not be older than three months from the close of this tender.

I, ____,
(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

11. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website: **https://secure.csd.gov.za/**

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

12. PRICING SCHEDULE – NON-FIRM PRICES PURCHASES

1. Notes: 1. Please note that this section is to be filled in accordance with the specifications as laid out in section **18. Specification, (Page 58**) of this tender document. Tenderers must fill the breakdown of costs on the BOQ sheet.

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

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

PRICES REMAIN FIXED FOR FIRST 6 SIX MONTHS FORM THE DATE OF THE AWARD, THEREAFTER, A REQUEST FOR A PRICE MUST BE SUBMITTED.

Name of Bidder………………………………….................................	**Bid Number: OPS2026-BID-009**
Closing Time: 15:h00	**Closing Date: 20 MAY 2026**

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

PLANT	CHEMICAL PRODUCT	ANNUAL ESTIMATE /Kg	DELIVERY QUANTITIES /Kg	CHEMICAL COST /Kg	TRANSPORT COST /Kg	TOTAL CHEMICAL COST /Kg
Biggarsberg Water Plant	Polymer 1st Choice	80 000	20 000			
	Polymer 2nd Choice					

A). Provide tendered price quoted as follows: (All prices must be Vat exclusive)

PLANT	CHEMICAL PRODUCT	ANNUAL ESTIMATE /Kg	DELIVERY QUANTITIES /Kg	CHEMICAL COST /Kg	TRANSPORT COST /Kg	TOTAL COST /Kg
Ngagane Water Plant	Polymer 1st Choice	185 000	20 000 - 25 000			
	Polymer 2nd Choice					

PRICE ADJUSTMENTS

NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

S CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index………. Dated……….   Index………. Dated……….   Index………. Dated……….

Index………. Dated……….   Index………. Dated……….   Index………. Dated……….

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

MBD 3.2

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

LARS OF FINANCIAL NSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Name of Bidder			
Signature		**Name (print)**	

13. MBD 4: DECLARATION OF INTEREST

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

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

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

3.1	**Full Name of bidder/ Representative**	
3.2	**Identity Number**	
3.3	**Position occupied in the Company (director, trustee, shareholder[2])**	
3.4	**Company Registration Number**	
3.5	**Tax Reference Number**	
3.6	**Vat Registration Number**	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

3.10	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.10.1	If yes, furnish particulars.		
3.11	Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.13.1	If yes, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
3.14.1	If yes, furnish particulars.		

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

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

14. MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

1	Are you by law required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	Yes	No
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. * Delete if not applicable		
2.2	If yes, provide particulars. * Delete if not applicable		
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, furnish particulars		
4	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		**Name of Bidder**	
Capacity		**Date**	

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality: UTW Water area of jurisdiction The registered office/rented office which also appears of CSD.	20	
KwaZulu Natal The registered office/rented office which also appear of CSD.	15	
Outside of KwaZulu Natal Region	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………..

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

16. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
   a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
   b) Been convicted for fraud or corruption during the past five years:
   c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
   d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).

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

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

4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)? **(The Register for Bid Defaulters can be accessed on the National Treasury's website (<u>www.treasury.gov.za</u>) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
ITEM	**QUESTION**	**YES**	**NO**
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ______________________________________
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

17. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

   a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

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 / Municipal Entity)

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

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

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

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

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

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    a. has been requested to submit a bid in response to this bid invitation;
    b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where product or service will be rendered (market allocation)
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a bid;
   e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	

[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.

PART B– SPECIFICATIONS

18 SPECIFICAITONS

1. EMPLOYERS OBJECTIVE

   To ensure an uninterrupted supply of chemicals for Water Purification Plants operated in the Newcastle and Endumeni area.

2. DESCRIPTION OF SUPPLY

   Supply, deliver and offloading of water treatment chemicals for two Water Purification Plants, Ngagane and Biggarsberg.

   The chemicals include:
   Polymeric coagulants, cationic in nature.

   The contractual period will be for three-years as follows:
   Commencing OCTOBER 2026 – SEPTEMBER 2029 – Polymers / Coagulants

3. POLYMERIC COAGULANT TECHNICAL SPECIFICATIONS

   Manufacturers and Distributors shall be ISO 9000: 2008 or ISO 9000:2015 certified.
   Polymeric coagulants submitted for the tender shall be NSF/ANSI 60 certified. New coagulant blends, that do not carry the NSF/ANSI 60 certification, will be considered, only if the base products for the blends are NSF/ANSI 60 certified products, to the satisfaction of uThukela Water.

   The polymeric coagulants/flocculants shall be cationic in nature.

   - Suppliers must provide the following information with regard to the product:
   - Quality control certificate for each batch delivered
   - Composition of the polymer or polymer blends as well as:
     - Viscosity
     - % Total solids and volatile solids
     - pH
     - Specific gravity
     - % Monomer
     - % Aluminium as Al_2O_3 (for blended products)
   - NSF/ANSI 60 certification for the product or for the base products

4. APPROVAL FOR USE IN POTABLE WATER AND NATIONAL STANDARDS

   The use of the chemicals will be considered only if documentation is produced stating, to the satisfaction of uThukela Water, that the product is certified by NSF/ANSI 60 or the raw materials of the new blends are NSF/ANSI 60 certified.

   The successful supplier must submit accredited quality control system certificates e.g. MSF, ISO 9001 etc.

   Specific specifications as below is a requirement:
   NSF for tendered products
   Proof as a Manufacturer
   Manufacturing facility ISO Certification
   ISO 9000 / 9001
   OHSAS 18001

5. POLYMER TENDER PROCEDURE

Make the necessary arrangements with UTW during the tender period and collect samples of raw water sources from the two water plants and conduct jar tests of the tendered polymers.

Submit with the tender:
A 250 ml polymer sample must be submitted of the tendered polymer product with data sheet as well as:

- Technical report on Jar test conducted.
- Jar test method performed as well as any applicable information.
- Treatment cost analysis expressed as R/Ml treated including transport but excluding Vat.

6. EXTENT OF THE SUPPLIES

The quantities listed on the pricing schedule is an estimate of the annual chemical usage but should not be seen as binding. The successful supplier is required to hold stock of raw material, equivalent to a single month's supply, based on average usage of product at the sites, at his premises and costs. uThukela Water reserves the right to audit the stock holding of the raw material at the successful supplier's premises, at any time during the contractual period. Should this ever drop to a level below one month's stock, uThukela Water is to be immediately notified.

The contract will be for a period of 36 months (3 years)

7. SITES STORAGE AND DOSING SYSTEM

Suppliers must familiarize themselves with the purification plants chemical dosing systems and maximum dosing rates, as well as the offloading practices/ available infrastructure and storage facilities. Chemicals must be compatible with current dosing system, maximum dosing rates and storage sites. No adjustments will be allowed.

8. DELIVERY

Delivery must include the offloading and stacking, if necessary, at:

Ngagane Water Purification Plant and Biggarsberg Water Purification Plant. **uThukela Water will not accept ANY DELIVERIES ON FRIDAY OR AFTER 14:00 ON ANY WORK DAY**

9. MASSES (Weighbridge certificates)

Net mass of the bulk Chemicals delivered over an approved neighbouring weighbridge will be paid for.

a) The Successful Supplier at an assize Weighbridge must determine the mass of each delivery. The method of weighing should accurately reflect the mass of chemical delivered. A weighbridge at the point of supply is acceptable if it is assized and the method of weighing provided by the Successful Supplier satisfies uThukela Water that the mass of chemical delivered is accurate. If no assized weighbridge is available at the point of supply the Successful Supplier is to indicate which weighbridge is to be used. The Successful Supplier to indicate the distance (in km) from the weighbridge to the delivery point and the method of weighing used to satisfy uThukela Water that the mass of the chemical delivered is accurately determined.
b) Calibration of the Weighbridge used must be certified assized for any current year by the Government assizer and bear the Official Assize Stamp.

c) The weighbridge certificate of mass determination must be supplied within 24 hours of delivery.
d) The use of any weighbridge other than that identified above without prior notification of uThukela Water would constitute a breach of contract. Such notification would require confirmation by the Successful Supplier. If the use of an alternative weighbridge is accepted by uThukela Water the alternative must meet all the requirements as indicated in 8 a) b) and c) above.

10. FAILURE TO DELIVER
If the Tenderer fails to deliver the quantity of chemical as requested by email/order within 10 days, uThukela Water will be at liberty to purchase Chemicals elsewhere in the Republic of South Africa and to deduct any extra expense in excess of' contract rates so incurred from any sum due under this contract, or to recover the amount from the Tenderer as a debt.

11. INDEMNITY (COVERED UNDER GENERAL CONDITIONS)
The Tenderer hereby indemnifies, and keeps indemnified, uThukela Water against all damage and losses suffered by the Tenderer in respect of any claim made against uThukela Water for its use of goods supplied to uThukela Water in breach of the warranty concerning the infringement of any third party's intellectual property rights.

In the event that uThukela Water receives notice from any third party of any claim of such third party concerning the infringement of any patent, copyright, trademark, registered design of other protected right, in respect of goods supplied by the Tenderer, uThukela Water shall

have the right to cancel this contract.

12. HANDLING OF HAZARDOUS CHEMICAL SUBSTANCES (COVERED UNDER GENERAL CONDITIONS)
The handling of hazardous chemical substances must be strictly in compliance with the Hazardous Chemical Substances Regulations and section 10 of the Occupational Health and Safety Act.

13. TRANSPORT OF CHEMICALS (COVERED UNDER GENERAL CONDITIONS)
- The vehicle driver must be in possession of a valid Certified Hazchem Driver's license.
- The vehicle used for delivery of Chemicals must be adequately equipped to off-load Chemicals at the delivery point.
- The vehicle must also be in a sound operational condition to ensure no leakage of chemical, oils and other undesirable substances when delivering or transporting Chemicals to site.
- The vehicle is to be clearly marked and carry all necessary safety equipment to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
- Non-compliance to the above will render the supplier to be in breach of contract and any remedial work arising from such a situation will be for the supplier's account.
- The Tenderer to provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.

19 EVALUATION CRITERIA

1. DEFINITION
"functionality" means the measurement according to predetermined norms, as set out in the tender 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 tenderer;

2. EVALUATION PROCESS
The tender evaluation is done using a three-stage process. Firstly, functionality is assessed and a minimum of 70 points from a maximum of 100 points is required for the tender to be considered further. Thereafter tenderers who surpass the minimum qualifying points will be advised to go ahead with plant trials. The final evaluation is done using the 80/20 preference point scoring system in terms of the price and Preference. The tender evaluation process for this tender will be based on the 80:20 preference procurement policy systems where 80 tender adjudication points will be awarded for functionality qualifications and price and twenty points for specific goals claimed .

3. PRIMARY FUNCTIONALITY CRITERIA
Primary qualifications consist of the completion of tender documents. Proposals will only be considered on receipt of the tender document correctly completed with all insertions in black ink and signed.
The following are compulsory minimum required documentation that needs to be attached for the bid to be considered.

3.1 Authority for signature
3.2 Registration Certificate / Agreement / ID Document
3.3 Declaration of Interest
3.4 Declaration of Tenderer's Past Supply Chain Management practices
3.5 Valid Tax Clearance Certificate pin.
3.6 CSD Summary report
3.7 Bank rating
3.8 Letter of Good Standing with COID
3.9 Key Personnel Assigned to the Work (A detail CV of the key personnel must be attached)
3.10 Proof of Public Liability Cover or letter of Intend to Provide Public Liability Cover
3.11 Declaration of mode of transport (submit proof of ownership – logbook or contract)
3.12 All tendered chemicals comply with relevant SABS / NSF quality standards.
3.13 Polymer sample and Jar test report. Tenderer to obtain raw water samples and conduct jar tests with tendered products/polymers.
3.14 Municipal Utility Bill no more than 3 months and a lease agreement (if applicable)
3.15 For distributors: – Written Agreement between source and the supplier with the necessary Form of Guarantee.

Non-compliance with primary qualification means that the tender is not evaluated further.
The first stage is to eliminate all tenders that do not comply with the primary qualifications, the completion of the tender documents and compulsory submission of the required documentation, polymer samples and Jar test reports.

4. SECONDARY FUNCTIONALITY CRITERIA

The functionality criteria with the respective scores for each criterion is listed in Table 1 below.

Tenderers with functionality criteria scores of less than 70 points is disqualified, it means that the tender is not evaluated further.

Table 1: SECONDARY FUNCTIONALITY QUALIFICATIONS

	Description of Quality Scoring Criteria	Points
1.	Relevant Experience Tenderers record of previous and current contracts in the last 5 years for water treatment plant chemicals (Please refer to section 20) 4 Points per contract for the value > R 2m 3 Points per contract for the value > R 1m 2 Points per contract for the value > 500k – R 1m 1 Points per contract for the value < R 500k	20
2.	Capacity- Assurance of supply Assurance of supply from bidder's supplier or Manufacturer (Please provide proof) 2.1 Tender company is manufacturer of chemical offered (15). 2.2 Distributor – Written Agreement between source and a supplier (7).	15
3.	Quality: Manufacturing facility and Tenderer 3.1 ISO 9001 Certification (Please submit current certificate) OR 3.2 Quality Management Plan: • Very Good (Covers critical characteristics of quality control) • Good (Quality plan and approach tailored to manage risks to critical characteristics of project). • Satisfactory (Plan too generic) • Poor (Inadequate, don't cover critical issues of quality)	15 8 6 2 0
4.	Occupational Health and Safety Manufacturer and Tenderer must have Occupational Health and Safety Plan in place. OHSAS 18001- 45001 (Please submit certificate) Occupational Health & Safety Plan (Please submit Plan) Very Good - Adequately covers critical characteristics Good – Plan and approach specifically tailored to critical characteristics of project. Satisfactory – Plan too generic. Poor – Inadequate (Does not cover critical issues of OHS)	 10 8 6 1 0

5.	Environmental Management System of manufacturing facility and Tenderer ISO 14001 (Please submit proof) Environmental management Plan (Please submit proof) Very Good – Adequately covers critical characteristics of environmental aspects and mitigation thereof. Good – Plan and approach specifically tailored to manage critical characteristics risks of project. Satisfactory – Plan too generic Poor – Inadequately (Don't cover critical issues of environment)	10 8 6 1 0
6.	Emergency Response Plan for spills, accidents and any other emergencies during transportation of manufacturing facility and Tenderer (Please submit plan including transportation issues) Very Good – Adequately covers critical characteristics of Emergency Response measures. Good – Plan and approach specifically tailored to manage critical characteristics risks of product. Satisfactory – Plan too generic Poor – Inadequately (Don't cover critical issues of environment)	10 5 1 0
7.	Product Quality – submit documentation stating the approval for use of the chemical in potable water treatment for each product tendered. 7.1 NSF/ SABS certification for tendered products with, Product data sheet specifying product composition, concentration and maximum dosing rate for human consumption use. 7.2 Others, with Product data sheet specifying product composition, concentration and maximum dosing rate for human consumption use.	10 5
8.	Financial Stability 8.1 Acid test ratio (Below 1 – 0%, above 1 – 100%) 8.2 Current ratio (Below 1 – 0%, above 1 – 100%) 8.3 Operating cash flow ratio (Below 20% – 0%, above 20% – 100%) 8.4 Solvency ratio (Below 20% – 0%, above 20% – 100%) Financial statements for past three years shall be provided as supporting documents.	10 4 2 2 2
	Total Evaluation points	100

4.1 POLYMER SPECIFIC FUNCTIONALITY ASSESMENT

The Tenderers that successfully complied with the secondary functionality criteria will be further evaluated on the tendered coagulants (polymers) submitted.

Laboratory tests will be carried out on all qualifying tendered coagulants to identify the most promising coagulants for further plant trials (SANS 241:2015) requirements and Jar tests.

Site specific plant trials will be conducted with the most favourable coagulants. This provides a comparison for product performance under plant conditions during normal to variable raw water qualities. The coagulants (trial products) performance will be evaluated/measured for the full trial period. The products performance will be evaluated by recording the optimal dosing rates to meet the plants process units water quality standards.

The coagulants' ability to produce water of the required quality on the plant must be confirmed before the cost effectiveness can be evaluated.

4.2 POLYMER PRICE (R/Ml) OF EACH PRODUCT.

The product used (dosage rate) determined by plant trials and jar-tests on a day-to-day basis was used to determine the" effective price" (R/Ml) of each product to produce potable water.

The "effective price" is determined from the following information

- Dose i.e kg of product required to treat 1 Mega liter of water (kg/Ml).
- The delivered product cost per kg (R/kg) will also be considered over the 3-year contract period (product composition and price increases).
- The "effective price" will determine the most suitable polymer.

This tender will only be awarded after all the necessary plant trials were conducted.

20 SCHEDULE OF PREVIOUS RELATED CONCTRACTS SATISFACTORILY CARRIED OUT BY THE TENDER

Suppliers should very briefly describe their experience in this regard by completing the schedule below by providing details of at least Five (5) comparable contracts within last 5 years relating to the **APPOINTMENT FOR THE SUPPLY AND DELIVERY OF POLEMERYS. Please note that FORM 20.1 and FORM 20.2 must be completed by your previous client in substantiating the list of reference provided below and must be submitted as part of this document, failure to so will lead to disqualification. Please note that references may be verified.**

Comparable supply contracts of the entity within the last 5 years	
Short Description	
Contract Value (Inc. VAT)	
Dates (Commencement; Completion)	
Clients and contactable references (Include phone no address)	

Comparable supply contracts of the entity within the last 5 years	
Short Description	
Contract Value (Inc. VAT)	
Dates (Commencement; Completion)	
Clients and contactable references (Include phone no email addresses)	

Comparable supply contracts of the entity within the last 5 years	
Short Description	
Contract Value (Incl.VAT)	
Dates (Commencement; Completion)	
Clients and contactable references (Include phone no email addresses)	

FORM 20.1: CONFIRMATION OF REFERENCES TO UTHUKELA WATER (PTY) LTD

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF COMPLETED CONTRACT/PROJECT	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED	
VALUE OF WORK COMPLETED	
DURATION AND DATE COMPLETED:	

The above-mentioned Bidding Company is in the process of submitting a Bid/RFQ to UTHUKELA Water (PTY) Ltd as per detailed Specification to Confirm that the Bidder had completed Similar or Relevant Contract with your Company within the past 5 years. If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid, UTHUKELA Water (PTY) Ltd requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

1. Were the goods/ services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ❑ Excellent, ❑ Good, ❑ Satisfactory, ❑ Poor
2. Kindly, indicate their overall performance on the project.	Select applicable rating ❑ Excellent, ❑ Good, ❑ Satisfactory, ❑ Poor

FORM 20.2: CONFIRMATION OF REFERENCES TO UTHUKELA WATER (PTY) LTD

NAME OF BIDDING COMPANY:	
PREVIOUS CLIENT/EMPLOYER NAME:	
TENDER/BID NUMBER OF COMPLETED CONTRACT/PROJECT	
DESCRIPTION OF CONTRACT/ PROJECT COMPLETED	
VALUE OF WORK COMPLETED	
DURATION AND DATE COMPLETED:	

The above-mentioned Bidding Company is in the process of submitting a Bid/RFQ to UTHUKELA Water (PTY) Ltd as per detailed Specification to Confirm that the Bidder had completed Similar or Relevant Contract with your Company within the past 5 years. If your company had prior exposure with the Bidding Company, as part of the evaluation process for this bid, UTHUKELA Water (PTY) Ltd requires your company to confirm goods/services supplied by the above Bidding Company as per below questionnaire.

1. Were the goods/ services supplied according to the required quality as per the description/specification and were delivered on time?	Select applicable rating ❑ Excellent, ❑ Good, ❑ Satisfactory, ❑ Poor
2. Kindly, indicate their overall performance on the project.	Select applicable rating ❑ Excellent, ❑ Good, ❑ Satisfactory, ❑ Poor

21.SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

In terms of section 16(1) of the Occupation Health and Safety Act, 1993 (Act 85 OF 1993) the Chief Executive Officer is responsible as far as is reasonably practical to ensure that he duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A 'mandatary" is defined in said Act as-Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user

In terms of Section 37(2), read with section 41. of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the action of the mandatary , Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangement and procedures between them to ensure compliance by the mandatary with the provision of the Occupation Health and Safety Act, 1993. By ensuring that there a written agreement in place, the management of uThukela Water (PTY) Ltd is acting in a responsible manner, so as to ensure that this requirement is indeed being met In order to ensure that this written agreement is honored at all times, regular inspections for work that is in process of being executed will be conducted and if found not to be in compliance with the said agreement, no

tice of non-compliance will be issued, all work will be stopped, reason for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated,

COMPENSATION FOR OCCUPATIONAL INJURIES AND DIESEASES ACT, 1993(ACT130 OF 1993)	
uThukela Water (PTY) Ltd has legal duty in terms of section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provision of the Act and that all the necessary assessment have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above mentioned:	
Contractors' registration number with the office of the Compensation Commissioner	
Note: A copy of a valid letter of Good Standing to be handed in, in this regard	

WRITTEN AGREEMENT

This is a written agreement between

UTHUKELA WATER (PTY)LTD And

____

(Name of the MANDATARY)

In terms of Section 37(2) of the Occupational Health and Safety Act, 1993(Act 85 of 1993) as amended and agree to ensure that all works that will be performed , any article or substance that will be produced, processed, used , handled , stored or transported and plant and machinery that will be used , will be done in accordance with the provision of the said Act, UThukela Water (Pty) Ltd regards the supplier to be awarded this tender as an employer in their own capacity, thus the safety of its employees remains the responsibility of the supplier in all respects as prescribed by Section 8 of the Act. I further more agree to comply with the Health and Safety requirements and to liaise with the Municipal entity should I, for whatever reason , be unable to perform in the terms of this agreement

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			
SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

22.INDEMNITY

Given by (name of company) ____
Of (registered address of company ____
A company with limited liability registration number___________________________________
registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by (name of representative) ____
in in his capacity as (designation)____
of the contractor, and duly authorized by a resolution dated____________________/20____________
WHERAS the contractor entered into a contract with the Entity dated_________/20_________

AND WHEREAS the contractor entered into a contract with Entity dated___________/20____

AND WHEREAS the Municipal entity required an indemnity from the contractor

NOW THEREFORE the contractor hereby indemnifies and hold harmless the Entity in respect of all loss and/or damage that may be carried out by the contractor by reason of or in any way arising out of or caused by operations that may be instituted against the Entity in consequence of such operations , by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and cost that may be incurred by the Entity in examining , resisting or settling any such claims

DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

____

____

____

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	
Witness 1		**Witness 2**	

23.HEALTH AND SAFETY SPECIFICATIONS

The manufacturing, handling and delivery of the Drinking Water Treatment Chemicals (DWTC) shall be in compliance with the Occupational Health and Safety Act 85 of 1993, The Hazardous Chemical Substances Regulations of 1995, the applicable SANS/BS Standards, the National Road Traffic Act and any applicable National/International Regulatory Framework.

A Health and Safety Plan must be submitted with this tender document covering at least the following items, which by no means form an exhaustive list:

Training and Certification of Personnel

The supplier's employees involved in the transportation and delivery of the DWTC to the water treatment plant shall be trained, certified and licenced in accordance with Regulation 3 of Hazardous Chemical Substances Regulations and the National Road Traffic Act, and proof thereof shall be produced to the purchaser.

Risk Assessment

A risk assessment shall be conducted by a competent person, appointed by the supplier, covering the entire DWTC delivery process from the manufacturing up to the final delivery at the water treatment plant.

Chemicals Handling

The handling of the DWTC shall be in accordance with the Standards applicable to each specific DWTC, and according to the Material Safety Data Sheets as prescribed by Regulation 9A of the Hazardous Chemical Substances Regulations.

Applicable Safety Equipment and Clothing

The supplier of the DWTC shall provide all required equipment and personal protective equipment that may be necessary during the conveyance and delivery of the DWTC and as prescribed by Regulation 11 of the Hazardous Chemical Substances Regulations.

Medical Assessments

All the supplier's employees involved in handling the DWTC shall be subjected to medical surveillance as prescribed by Regulation 7 of the Hazardous Chemical Substances Regulations.

The assignment of duties between Manufacturer and (where applicable) the distributor.

The assignment and undertaking of duties of the manufactures shall be clearly spelled out as prescribed by Section 10 of the Occupational Health and Safety Act.

Transportation

The transportation of the DWTC shall be in accordance with the requirements of Chapter VIII of the

National Road Traffic Act, 1996.

The supplier shall ensure that vehicles, equipment and machinery to be operated within the premises of uThukela Water (Pty) Ltd comply with relevant Acts and Regulations and are in a safe state of repair which shall be supported by inspection and test records, as applicable.

The supplier must also ensure that documentation, packaging, marking, labelling, placarding and vehicle design requirements are complied with, in all respects.

Emergency Plan

The supplier must ensure that an emergency plan in case of unforeseen events during the transportation and delivery of the DWTC, particularly driver training in this regard, communication, first responders, fire and spill control, decontamination, recovery, rehabilitation, and the incident reporting and investigation.

Documentation

The supplier shall ensure that documentation is available during transportation and delivery of the DWTC as prescribed by Regulation 9A of the Hazardous Chemical Substances Regulations and the National Road Traffic Act.

During the delivery of the DWTC uThukela Water (Pty) Ltd reserves the right to require the supplier or its employees to produce any documentation prescribed by the former anywhere in this tender document, in order to verify compliance with Legislation and the provisions of this tender contract, which shall not be restricted to transport emergency cards, dangerous goods transportation permits, drivers' license and permit, vehicles pre-use inspections, nor dangerous goods declaration.

Safety of DWTC in Drinking Water

The DWTC supplied to the purchaser shall be suitable for the purpose of purifying drinking water and shall comply in all respects with applicable SANS/BS codes and NSF prescriptions in regards to residual amounts of these chemicals, by-products and other contaminants in their formulations.

Post Delivery Support

The supplier shall undertake to provide assistance and support to the purchaser after the DWTC is delivered to the water treatment plant in regards to the training of employees, handling, storage, troubleshooting and emergencies involving the DWTC.

24.SITE INFORMATION

The contract is applicable to the following two sites

a. Ngagane Water Purification Plant
   Roy point farm
   Newcastle
   27o48'8.74" S; 29o59'33.57" E
   Contact details in case of emergency:
   Mr. S. Makhanyana: 082 774 4042 or Mr. Lucky Sekhoto 071 604 9209.

b. Biggarsberg Water Purification Plant
   Dundee
   28o08'12.05" S; 30o11'34.63" E
   Contact details in case of emergency:
   Ms Z Khoza : 082 822 2357

uThukela Water will not accept ANY DELIVERIES ON FRIDAYS OR AFTER 14:00 PM ON ANY WORK

25. DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

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I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.
I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		**Name (print)**	
Capacity		**Date**	
Witness 1		**Witness 2**	