MKHONDO
LOCAL MUNICIPALITY

TENDER NO: MKHO21/2026/27

PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS (RE-ADVERTISEMENT)

CLOSING DATE:	10 DECEMBER 2026	TIME	12H00

NAME OF TENDERER	
TOTAL AMOUNT (MBD 3.1)	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE PIN	
CONTACT PERSON	
CONTACT NUMBER	

BID PROCEDURE ENQUIRIES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DIRECTORATE: CORPORATE SERVICES	
Mr.MC GUMEDE		Ms.W.D MAHLANGU	
SENIOR MANAGER: SUPPLY CHAIN MANAGEMENT		GENERAL MANAGER: CORPORATE SERVICES	
TEL. NUMBER	017 004 0197	TEL. NUMBER	017 004 0197
TENDER ISSUED BY			
MKHONDO LOCAL MUNICIPALITY			
MKHONDO LOCAL MUNICIPALITY		P O BOX 23, eMKHONDO, 2380	

MKHONDO LOCAL MUNICIPALITY
TENDER DETAILS

TENDER NUMBER	**MKHO21/2026/27**			
TENDER TITLE	**PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS (RE-ADVERTISEMENT)**			
CLOSING DATE	**10 DECEMBER 2026**		CLOSING TIME	**12H00**
SITE MEETING	DATE	**N/A**		
TENDER DOCUMENT FEE	**Not Applicable**		PREFERENCE POINT SYSTEM	**80/20**
BID BOX SITUATED AT	**No. 33 Corner Market and De Wet Street, eMkhondo, 2380**			
OPERATING HOURS	The bid box is open during office hours, Monday to Friday from 7h30 to 16h30.			
OFFER TO BE VALID FOR	**90 DAYS FROM CLOSING DATE OF TENDER**		LOCAL CONTENT	**N/A**

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Tenders that are deposited in the incorrect Tender box will not be considered. Bid Submissions whose names do not appear on the bid submission register will NOT be considered.
3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will NOT be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. Bid documents may ONLY be completed in black permanent ink (no erasable ink / pen)
9. No awards will be made to a person:
   i. Who is in the service of the state,
   ii. If that person is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state.
   iii. Who is an advisor or consultant contracted with the municipality or municipal entity
   iv. Whose Municipal rates are in arrears more than 90 days.
   v. Whose names appears on National Treasury's Database or list of *Restricted Supplier* and Tender Defaulter Report.

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BIDDER'S TENDER DOCUMENTATION DECLARATION

	QUESTION	BIDDER'S RESPONSE
1	Have you initialled all the pages of the tender document?	*YES / NO
2	Have you completed and signed the returnable schedules required for tender evaluation purposes?	
2.1	▪ Schedule 1 : Resolution of board of directors	*YES / NO
2.2	▪ Schedule 2 : Resolution to enter into a consortia or JV's	*YES / NO
2.3	▪ Schedule 3 : Schedule of proposed sub-contractors	*YES / NO
2.4	▪ Schedule 4 : Commitments of tenderer	*YES / NO
2.5	▪ Schedule 5 : Record of addenda to tender documents	*YES / NO
2.6	▪ Schedule 6 : Compulsory enterprise questionnaire	*YES / NO
2.7	▪ Schedule 7 : Certificate for water & lights	*YES / NO
2.8	▪ Schedule 8 : Tenderer's experience	*YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the evaluation schedules (as and when required)?	*YES / NO
4	Have you completed and signed the ALL the Municipal Bidding Declaration (MBDs) Document as per Instructions?	*YES / NO
5	To substantiate your B-BBEE rating claims. Have you submitted an original, valid, or certified copy of your company's B-BBEE certificate to qualify for preference points?	*YES / NO
6	Have you completed the Form of Offer in **WORDS** as well as in **FIGURES**?	*YES / NO
7	Have you submitted certified copies of Identity Documents of Directors and copies of Company Registration certificate	*YES / NO
8	Have you completed and signed the bill of quantities	*YES / NO
9	Do you understand the scope of work that includes the standard specifications/project specifications and particular specifications?	*YES / NO
10	Have you attached all required documents relating to Joint Venture (If bidding as JV): • **Signed Joint Venture Agreement** • **Combined Joint Venture BBBEE certificate** • **Full Central Supplier Database (CSD) Registration report of the JV**	*YES / NO
11	Have you submitted certified copies of Municipal Rates Statements for both the Directors and the Entity (for the month ended October 2026) / valid lease agreements if renting / proof of residence from Municipal Council or Tribal Authority if bidder resides and operates from a non-billed area.	*YES / NO
12	Have you submitted a valid Letter of Authority to sign the Bid with Specimen Signatures under the official Entity Letterhead	*YES / NO

BIDDER'S TENDER DOCUMENTATION DECLARATION CERTIFICATION

I, the undersigned certify that the information furnished on this declaration form is correct, completed and submitted.	
Name of Bidder	
Position / Designation	
Signature	
Date	

SCHEDULE OF DOCUMENTS

The tender document for this contract comprises of the following:

T. THE TENDER

T1: **Tendering Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data
- T1.3 Standard Conditions of Tender

T2: **Returnable Documents**

- T2.1 List of Returnable Documents
- T2.1.1 Returnable Schedules Required for Tender Evaluation Purposes
  - Schedule 1 : Resolution of Board of Directors
  - Schedule 2 : Resolution of Board of Directors to enter into consortia or JV's
  - Schedule 3 : Schedule of proposed sub-contractors
  - Schedule 4 : Commitments of tenderer
  - Schedule 5 : Record of addenda to tender documents
  - Schedule 8 : Compulsory enterprise questionnaire
  - Schedule 9 : Certificate for water & lights
  - Schedule 10 : Evaluation Schedule: Tenderer's experience

- T2.2.2 Compulsory Municipal Bid Documentation
  - MBD 1 : Invitation to Bid
  - MBD 2 : Tax Compliance Requirements
  - MBD 3.1 : Pricing Schedule
  - MBD 4 : Declaration of Interest
  - MBD 6.1 : Preference Certificate
  - MBD 7.2 : Contract form for rendering of goods and services (Part 1)
  - MBD 7.2 : Contract form for rendering of goods and services (Part 2)
  - MBD 8 : Declaration of bidder's past supply chain management practices
  - MBD 9 : Certificate of Independent Bid Determination

C. THE CONTRACT

C1: **Agreement and Contract Data**

- C1.1 Form of Offer and Acceptance
- C1.1.1 Form of Offer
- C1.1.2 Form of Acceptance
- C1.1.3 Schedule of Deviations
- C1.2 Contract Data
- C1.2.1 Conditions of Contract

C2**:** **Pricing Data**

C2.1 Pricing Instructions

- C2.2 Bill of Quantities

C3: **Scope of Work**

- C3.1 Standard and Project specifications
- C3.4 General Conditions of Contract

THE TENDER

T1 TENDERING PROCEDURES

T1.1 TENDER NOTICE & INVITATION MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MKHONDO LOCAL MUNICIPALITY					
BID NUMBER:	MKHO21/2026/27	CLOSING DATE:	**10 DECEMBER 2026**	CLOSING TIME:	12:00
DESCRIPTION	**PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS (RE-ADVERTISMENT)**				
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 *GROUND FLOOR,* **No. 33 Corner Market and De Wet Street, eMkhondo, 2380**

MKHONDO LOCAL MUNICIPALITY
(OPERATION HOURS: Mon To Thurs - 7h30 UNTIL 16H30 and Friday 14h00

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION No.				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

1.1 Are you the accredited representative in South Africa for the Goods /Services / Works Offered?	☐Yes ☐No [If YES enclose proof]	1.2 Are you a foreign based supplier for the Goods/ Services/ Works Offered?	☐Yes ☐No [If YES answer Part B:3]
1.3 Total number of Items offered		1.4 Total Bid Price	**R**
1.5 SIGNATURE of Bidder		1.6 Date	
1.7 Capacity under which this Bid is signed			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Department	Finance – SCM	Department	Corporate Services
Contact Person	Mr MC Gumede	Contact Person	Ms W.D Mahlangu
Telephone Number	(017) 004 0197	Telephone Number	(017) 004 0197
E-Mail Address	mgumede@mkhondo.gov.za	E-Mail Address	wmahlangu@mkhondo.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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.
3. **MANDATORY RETURNABLES, TENDER RULES AND INSTRUCTIONS (*FAILURE TO COMPLY WITH THE PRE-SET REQUIREMENTS,***
4.1 DULY COMPLETED AND SIGNED MBD 1 FORM BY SERVICE PROVIDER AND FORMAL WRITTEN PRICE QUOTATION BY THE BIDDER 4.2 COMPLETION AND SIGNING OF ALL DECLARATION FORMS (MBD) 4.3 SUBMISSION OF A VALID SARS TCS PIN 4.4 PROOF AND DECLARATION THAT THE BIDDER IS NOT IN ARREARS OF MUNICIPAL RATES MORE THAN 90 DAYS 4.5 PROOF OF REGISTRATION WITH RECOGNIZED PROFESSIONAL BODIES 4.6 BIDDER MUST PROVIDE CERTIFIED ID COPIES OF ALL DIRECTORS, SHAREHOLDERS, AND PARTNERS 4.7 ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE (03) MONTHS FROM CLOSING DATE. 4.8 CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE TO BE ATTACHED WITH THE BID DOCUMENT 4.9 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT, AND 4.10 DECLARATION THAT BIDDER IS NOT IN ARREARS OF ANY MUNICIPAL RATES, MUNICIPAL RATES OF EACH COMPANY DIRECTOR, VALID LEASE AGREEMENT AND LEASE DECLARATION BY LESSOR, OR PROOF OF RESIDENCE FROM THE MUNICIPAL COUNCIL (IF OPERATING BUSINEES FROM AN INFORMAL NON-BILLED RESIDENTIAL AREA)
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. ALL CERTIFIED COPIES MUST NOT BE OLDER THAN THREE MONTHS FROM TENDER CLOSING DATE. COPIES OF CERTIFIED COPIES WILL NOT BE CONSIDERED AS VALID COPIES.

SIGNATURE OF BIDDER: …… Date: …….

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

MKHONDO
LOCAL MUNICIPALITY

MKHO21/2026/27

PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS (RE-ADVERTISEMENT)

CLOSING DATE: 10 DECEMBER 2026

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), tenders are hereby invited for the **PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.** Bid documents may be downloaded from the Municipal website, www.mkhondo.gov.za and the e-tender portal, www.etenders.gov.za from **09 November 2026**.

The closing time for receipt of tenders is **12:00hrs** on **07/12/2026**.Telegraphic, facsimile, e-mail, unmarked and late tenders will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. The bids will NOT be opened in public on tender closing date. **No compulsory briefing session will be held for this bid.**

Any technical enquiries relating to the tender document may be directed to Ms W Mahlangu Tel: 017 004 0197, email wmahlangu@mkhondo.gov.za and Any procurement related enquiries relating to the tender document may be directed to the section Supply Chain Management at 017 004 0197, to Mr. MC Gumede, email mgumede@mkhondo.gov.za

Fully completed tender documents, clearly marked Tender No. **MKHO21/2026/27: "PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS (RE-ADVERTISEMENT)"** must be placed in a sealed envelope and placed in the tender box provided by **Mkhondo Local Municipality, No. 33 Corner Market and De Wet Street, eMkhondo, 2380, by no later than the 10th of December 2026 on closing date.** The envelope must be endorsed with number, title and closing date as indicated above.

The Tender can only be submitted on the documentation that is issued. Bids will be evaluated using Method 2 of evaluation (that is compliance to mandatory requirements and returnables, functionality assessment, and evaluation for price and preference points). Bidders are expected to score a minimum score of **60%** for Functionality under Stage Two Evaluation to be considered for the third stage of evaluation. All submissions will be adjudicated in terms of the Mkhondo Local Municipality's Procurement Policy and Bids will be evaluated in accordance with Preferential Procurement Policy Framework Act no 5 of 2000 as well as the Preferential Procurement Regulations, 2022 (PPR2022). The 80/20 Price and Specific goals Point System will be applicable for this Tender. Mkhondo Local Municipality Supply Chain Management Policy allocate 20 points in terms of specific goals as follows:

TENDER NO.	MKHO21/2026/27				
		BIDDER	WITNESS	EMPLOYER	WITNESS

- *Points for 100% Black person or people owned enterprise **(5 points)***
- *Points for more than 30% people living with disability shareholding or owned enterprise **(2,5 points),***
- *Points for more than 30% Youth Shareholding or owned enterprise (**2,5 points)***
- *Points for more than 30% woman or women shareholding or owned enterprise (**2,5 points)***
- *Points for Enterprise located within Mkhondo Local area of jurisdiction **(2,5 points)***
- *Points for valid B-BBEE Level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership B-BBEE Level **(5 points)***

No awards will be made to a person:

- *Who is not registered on the Central Supplier Database;*
- *Who is in the service of the state;*
- *If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or*
- *Who is an advisor or consultant contracted with the municipality or municipal entity.*

Bidders that do not hear anything after three (3) months from closing date of this tender must consider their bids as unsuccessful.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- **Copy/ printed valid Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status- Compulsory**
- **Certified Copy of Bidder's (the Entity) and it's Director's current (for the month ended October 2026) municipal account or valid copy of valid Lease Agreement – Compulsory**
- **Valid full comprehensive CSD registration report (not a summary) not older than thirty days from tender closing date – Compulsory**
- **Copy of Company registration certificate and Certified copies of IDs of Directors – Compulsory**
- **Valid Letter of Authority to sign the bid with valid specimen signatures under official Letterhead of the company – Compulsory**

M.J MKHONZA
MUNICIPAL MANAGER
MKHONDO LOCAL MUNICIPALITY

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of CIDB standard uniformity in construction procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this tender in the section T1.3 of the tender data.

The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above-mentioned Standard Conditions of Tender.

Clause number	Data
F 1.1 **Action**	The Employer is: **MKHONDO LOCAL MUNICIPALITY**
F.1.2 **Tender Documents**	The bid documents issued by the Employer comprise: **THE BID** **Part T1 Bidding procedures** Part T1.1 Bid notice and invitation to bid Part T1.2 Tender data **Part T2 Returnable documents** Part T2.1 List of returnable documents Part T2.2 Returnable schedules **THE CONTRACT** **Part C1 Agreements and contract data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2 Pricing Data** C2.1 Pricing Instructions C2.2 Bill of Quantity **Part C3 Scope of Works** C3 Scope of Works **Part C3.4 General Conditions of Contract (GCC 2015)** C3.4 General Conditions of Contract

Clause number	Data
F.1.3 **Communication and Employer's Representative**	The Employer's Representative is: Name: Ms W.D Mahlangu Capacity: General Manager, Corporate Services (Mkhondo Local Municipality) E-mail: wmahlangu@mkhondo.gov.za
F.1.4 **The employer's right to accept or reject any tender offer:**	The employer is not obliged to accept the lowest or any tender offer
F.1.5	A competitive negotiation procedure will not be followed
F.2.1 **Tender Evaluation**	**Tender Evaluation: Failure to submit the below-mentioned documents will lead to disqualification of your bid.** **First Stage Supply Chain Management Compliance Evaluation:** ▪ Copy/ printed of a valid Tax Compliance Status Pin (TCS) to enable the municipality to verify the bidder's tax compliance status- Compulsory ▪ Certified Copy of bidder's (for both the entity and its Directors) current (month ended October 2026) municipal account or copy of valid Lease Agreement – Compulsory ▪ Valid FULL / COMPREHENSIVE CSD Registration report (not a summary) not older than thirty days from tender closing date– Compulsory ▪ Copy of the company registration certificate and certified copies of Identity Documents of each Director – Compulsory ▪ Duly completed MBD forms – Compulsory ▪ Valid Letter of Authority to sign the bid on behalf of the Company - Compulsory **Second Stage Evaluation of Bidders is the Ability to execute the project in terms of SCM regulation 28 (1)(b). The bidder must meet a minimum of sixty percent (60%) or 60 points out of a total 100 points.** The following is required: ▪ **Company Experience (40)** Bidders must submit appointment letters/ Purchase Orders and Completion Certificate of previous Projects of similar nature/scope. ▪ **Financial Capacity (25)** Bidders must submit a bank stamped (electronic or physical stamp) copy of a valid Bank Rating Certificate. ▪ **Company Reference Letters (10)** Bidders are required to submit company reference letters for similar work from current and previous clients. ▪ **Tools, Equipment and Resources (25)** Bidder must submit proof of bakkie(s) ownership

Clause number	Data

Description	Allocation	Max. Points
Company Experience. *Bidders to demonstrate proof of appointment of similar nature with previous and current clients within the past 10 years.*	- Bidder has six (06) or more appointment letters/ purchase orders in similar work with previous and current clients (**40 points)** - Bidder has four (04) to five (05) appointment letters/purchase orders in similar work with previous and current clients **(30 points)** - Bidder has two (02) to three (03) appointment letters/purchase orders in similar work with previous and current clients **(20 points)** - Bidder has one (01) appointment letter/purchase order in similar work with previous and current clients **(10 points)**	**40**
Financial Capacity*: Bidders must submit proof valid (stamped) Bank Rating Code.*	- Bank Rating Code A: Indisputable for enquiries. Undoubtedly good for the amount offered **(25 points)** - Bank Rating Code B: Good for the amount offered **(20 points)** - Bank Rating Code C: Good for the amount offered **(15 points)** - Bank Rating Code D or Lower **(05 points)**	**25**
Tools, Equipment And Resources: *Bidder must submit proof of ownership of Bakkie(s) in its own name*	- Bidder has a minimum of three (03) Bakkies registered in its name (proof of registration to be submitted for verification) **(25 points)** - Bidder has two (02) Bakkies registered in its name (proof of registration to be submitted for verification) **(15 points)** - Bidder has one (01) Bakkie registered in its name (proof of registration to be submitted for verification) **(05 points)**	**25**
Company Reference Letters: *Provide company reference letters for similar works from current and previous clients (Letters must be signed by clients on their official letterhead and stamped)*	- Bidder has between one (01) and two (02) reference letters from previous and current clients for similar work – **(05 points)** - Bidder has between three (03) and four (04) reference letters from previous and current clients for similar work – **(06 points)** - Bidder has five (05) or more reference letters from previous and current clients for similar work – **(10 points)**	**10**
TOTAL POINTS SCORABLE		**100**

Bidders must score a minimum of 60 Points out of 100 (or 60%) under Functionality (Second Stage of Evaluation) to be considered for next stage of Evaluation (Third Stage: Points for Price and Special Goals)

Clause number	Data
	<u>Third Stage Evaluation on 80/20-point system</u> ▪ 80/20 preference point system for rendering of services with Rand value up to R50 million. ▪ 80 maximum points will be allocated for the lowest acceptable total bid price ▪ 20 points will be allocated for specific goals in terms of preference point system as per the completed MBD 6.1
F.3.1 Alternative Tenders	Alternative tender offers will **NOT** be considered
F.3.2 Submitting a Tender Offer	Bids may only be submitted on the Bid documentation issued by MLM. Bid documents may only be completed in permanent (no erasable pens will be allowed) black ink
F.3.3 Submitting a Tender Offer	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: <u>Location of bid box:</u> **The Bid Box** Physical address: MKHONDO LOCAL Municipality Cnr Market and De Wet Street eMKHONDO 2380 <u>Identification details:</u> Contract Number: **MKHO21/2026/27** Description: **PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**
F.3.4 Closing Time	The closing time for submission of bid offers is: Time: **12:00 p.m on 10 December 2026.** Format: Telephonic, telegraphic, telex, facsimile or e-mailed bid offers **will NOT be accepted.**
F.3.5 Tender Offer Validity	The bid offer validity period is **90 days**
F.3.6 Certificates	The tenderer is required to submit with his tender: 1. Not Applicable
F.3.7 Opening of Bid Submissions	The Bids will not be open in public on tender closing date
F.3.8 Two-Envelope System	A two-envelope procedure **will NOT** be followed.

Clause number	Data
F.3.9 Arithmetical Errors	Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected. c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above."
F.3.10 Evaluation of Bid Offers	The preference procedure for evaluation of responsive bid offers shall be the **80/20-point** preference system, in full compliance with Technical and general criteria will be evaluated.
F.3.11 Successful Tenderers	Successful Tenderers will be notified in writing via e-mail and or telephonically and will be subjected to signing of a service level agreement with the Employer.
F.3.12 Unsuccessful Tenderers	If Bidders did not hear from MLM within thirty (30) working days upon closing date of the Tender, they should consider their Tender unsuccessful.
F.3.13 Provide Copies of the Contracts	The number of paper copies of the signed contract to be provided by the Employer is **one.**
Additional Conditions Applicable to this Bid	
	The additional conditions of bid are: 1. The Employer may also request that the bidder provide written evidence that his financial, labour, and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance and Bills of Quantity for all the region or regions for which they intend to bid for. 4. The bid document shall be submitted as a whole and **shall not be taken apart.** 5. **List of returnable documents (PART T2) must be completed in full.** (A bidder's company profile **will not** be used by the Local Municipality to complete PART T2 on behalf of the bidder) **NB: If PART T2 is not completed in full by the bidder, this offer will be rejected.**
	Technical adjudication and General Criteria Tenders will be adjudicated in terms of inter alia: • Compliance with Tender conditions • Technical specifications

Clause number	Data
	If the Tenderer does not comply with the Tender Conditions, the Tenderer may be rejected. If technical specifications are not met, the Tender may also be rejected. Regarding the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER,** for example • Pages to be completed, removed from the Tender document, and have therefore not been submitted. • If tender document is not fully completed as required and as stipulated in the tender data. • If any tender document is tempered with or unbind or unbundled. • Failure to complete the schedule of quantities as required in full. • Scratching out without initialling next to the amended rates or information. • Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. • The Tender has not been properly signed by a party having the authority to do so, according to the – "Authority for Signatory" • A Resolution by a Board of Directors of the Company authorizing the Tenderer to sign the Tender document on behalf of the Company. No authority for signatory submitted (Additional copy to be attached with Specimen Signatures under the Entity's Official Letterhead) • Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. • The Tenderer's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract. • The Tender has been submitted after the relevant closing date and time • Failure to complete and sign Form Form of Offer and Acceptance • If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months. • Tax Clearance Certificate / Valid Tax Compliance Status documents with Pin. • Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin • Certified copies of directors ID. • Copy of company registration documents. • The bidding entity as well as all its directors must submit current certified copies (month ended October 2026) of Municipal account statements which is not in arrears for more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, • Recent (NOT OLDER THAN THIRTY DAYS FROM TENDER CLOSING DATE) Full comprehensive Central Supplier Database (CSD) registration report (NOT a summary) • Completed and Signed Schedule of Quantities
	Evaluation of the Tenderer's position in terms of: ▪ Current contractual obligations ▪ Capacity to execute the contract as per pre-set Functionality

Clause number	Data
	Previous experience The procedure for the evaluation of responsive Bids will be on the average of the **previous projects** where the firm was involved The tenderer shall list in the appropriate Forms the appropriate related and similar projects undertaken by the tenderer. Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following: ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size
	The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects. **Financial ability to execute the contract:** Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following: ▪ Bank rating (Bank Stamped) of the main partners company.
	Good standing with SA Revenue Services ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer **must affix a valid Tax Clearance pin verification**
	If the Tender does **not** meet the requirements contained in the MLM Procurement Policy, and the mentioned framework, it will be rejected by the Council and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.
	Penalties The Mkhondo Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer. ▪ Impose a financial penalty at the discretion of Council Restrict the contractor, its shareholders, and directors on obtaining any business from the Mkhondo Local Municipality for a period of 5 years.
	The additional conditions of Tender are: 1 Mkhondo Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Mkhondo Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

T1.2.1 EVALUATION SCHEDULE: TENDER COMPLIANCE

Tender Compliance by the Contracting Firm

Evaluation Criteria	Evaluation Criteria	Elimination Factor
Completing tender document	Must initial every page in the tender document, signing and fill the tender document in full.	Yes
Tax Compliance Pin	Proof of Tax Registration and Compliance with South African Revenue Service (SARS)	Yes
CSD Registration Report	A copy of a FULL / COMPREHENSIVE (Not a Summary) CSD registration report of the company which is not older than 1 (one) month from tender closing date must be attached.	Yes
Municipal Services Account	A certified copy of municipal account statement (for the month ended June 2026) of the bidder (All Directors and Company) which does not owe municipal services for more than 90 days must be attached.	Yes
Municipal Bid Declaration (MBD) Documents	Bidder must duly complete all Municipal Bidding Declaration (MBD) Documents	Yes
Certifying Returnable Documents	A Bidder must certify all returnable documents that must be certified (as per tender instructions)	Yes
Initialling of tender document pages	ALL pages of the tender document must be initialled by authorised signatory.	Yes
Unauthorised Pen, and Erasures	Bid will be rejected if the bidder uses tipex (or any unauthorised erasures) for corrections, that also includes non-black pens, and non-permanent pens	Yes
Compulsory Enterprise Questionnaire	The bidder must duly complete the compulsory enterprise as set out in the tender document	Yes
Authority to sign the bid	Bidder to submit a valid Letter of Authority to Sign the bid with specimen signatures under the Entity's Official Letterhead	Yes

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person Authorized to sign Tender:

FULL NAME: ……

CAPACITY: ……

SIGNATURE: …… DATE: ……..

ANNEXURE F
(Normative)
STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F1	GENERAL	
F1.1	**Action**	The Employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honest, and transparently.
F1.2	**Tender Documents**	The documents issued by the Employer for the purpose of a tender offer are listed in the tender data**.**
F1.3	**Interpretation** F1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
	F1.3.2	These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
	F1.3.3	For the purposes of these conditions for the calling for expressions of interest, the following definitions apply: a) Comparative offer means the Tenderers financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration. b) Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs
F1.4	**Communication and Employer's agent**	i) Each communication between the Employer and a Tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied, and recorded. ii) Writing shall be in the English language. iii) The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the Employer's agent are stated in the tender data.
F1.5	**Employer's right to accept or reject any tender offer** F1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

	F1.5.2	The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the Tenderer.
F2	**TENDERERS OBLIGATIONS**	
F2.1	**Eligibility**	Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.
F2.2	**Cost of tendering**	Accept that the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F2.3	**Check documents**	Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.
F2.4	**Confidentiality and copyright of documents**	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F2.5	**Reference documents**	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	**Acknowledge addenda**	Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
F2.7	**Clarification meeting**	Attend, where required, a clarification meeting at which meeting the Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting are stated in the tender data.
F2.8	**Seek clarification**	Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.
F2.9	**Insurance**	Be aware that the extent of insurance to be provided by the Employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.
F2.10	**Pricing of the tender offer** F2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
	F2.10.2	Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
	F2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
	F2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
F2.11	**Alterations to documents**	Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F2.12	**Alternative tender offers** F2.12.1	Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes.
	F2.12.2	Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

F2.13	**Submit a tender offer** F2.13.1	Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
	F2.13.2	Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in Black ink.
	F2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
	F2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which one of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
	F2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
	F2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked ***"financial proposal"*** and place the remaining returnable documents in an envelope marked ***"technical proposal".*** Each envelope shall state on the outside the Employer's address and identification details stated in the tender data, as well as the Tenderers name and contact address.
	F2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer 's address and identification details as stated in the tender data.
	F2.13.8	Accept that the Employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
F2.14	**Information and data to be completed in all respects**	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the Employer as non-responsive.
F2.15	**Closing time** F2.15.1	Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
	F2.15.2	Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
F2.16	**Tender offer validity** F2.16.1	Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
	F2.16.2	If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period.
F2.17	**Clarification of tender offer after submission**	Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (Or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted. Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

F2.18	**Provide other material** F2.18.1	Provide, on request by the Employer, any other material that has a bearing on the tender offer, the Tenderers commercial position (including notarized joint venture agreements), pre-refencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.
	F2.18.2	Dispose of samples of materials provided for evaluation by the Employer, where required.
F2.19	**Inspections, tests, and analysis**	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
F2.20	**Submit securities, bonds, policies, etc.**	If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.
F2.21	**Check final draft**	Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.
F2.22	**Return of other tender documents**	If so, instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F2.23	**Certificates**	Include in the tender submission or provide the Employer with any certificates as stated in the tender data.
F3	**THE EMPLOYER'S UNDERTAKINGS**	
F3.1	**Respond to clarification**	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.
F3.2	**Issue Addenda**	If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.
F3.3	**Return late tender offers**	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the Tenderer concerned.
F3.4	**Opening of tender submissions** F3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
	F3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.
	F3.4.3	Make available the record outlined in F.3.4.2 to all interested persons upon request.
F3.5	**Two-envelope system** F3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open Only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.
	F3.5.2	Evaluate the quality of the technical proposals offered by Tenderers, then advice Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened

		financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for quality.
F3.6	**Non-disclosure**	Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Tenderer.
F3.7	**Grounds for rejection and disqualification**	Determine whether there has been any effort by a Tenderer to influence the processing of tender offers and instantly disqualify a Tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.8	**Test for responsiveness** F3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) Complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
	F3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) Change the Employer's or the Tenderers risks and responsibilities under the contract, or c) Affect the competitive position of other Tenderers presenting responsive tenders if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
F3.9	**Arithmetical errors** F3.9.1	Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
	F3.9.2	Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.
F3.10	**Clarification of a tender offer**	Obtain clarification from a Tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
F3.13	**Acceptance of tender offer** F3.13.1	Accept tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.
	F3.13.2	Notify the successful Tenderer of the Employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Tenderer as described in the form of offer and acceptance.

F3.14	**Notice to unsuccessful Tenderers**	After the successful Tenderer has acknowledged the Employer's notice of acceptance, notify other Tenderers that their tender offers have not been accepted.
F3.15	**Prepare contract documents**	If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the tender documents to take account of: a) Addenda issued during the tender period, b) Inclusion of some of the returnable documents, c) Other revisions agreed between the Employer and the successful Tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.
F3.16	**Issue final contract**	Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the Tenderer to submit, after acceptance by the Employer, shall be included.
F3.17	**Complete adjudicator's contract**	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both patties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
F3.18	**Provide copies of the contracts**	Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F3.19	**Transparency in the procurement process** F3.19.1	The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.
	F3.19.2	The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
	F3.19.3	The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

	F3.19.4	The client must publish the information on a quarterly basis which contains the following information:
		• Procurement planning process
		• Procurement method and evaluation process
		• Contract type
		  • Contract status
		  • Number of firms tendering
		  • Cost estimate
		  • Contract title
		  • Contract firm(s)
		  • Contract price
		  • Contract scope of work
		  • Contract start date and duration
		  • Contract evaluation reports

	F3.19.5	The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
	F3.19.6	Consultative Forum must be an independent structure from the bid committees.
	F3.19.7	The information must be published on the employer's website.
	F3.19.8	Records of such disclosed information must be retained for audit purposes

PART T2 RETURNABLE DOCUMENTS

LIST OF RETURNABLE DOCUMENTS

(The bidder must complete the following returnable documents).

1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

1.1	Schedule 1	:	Resolution of Board of Directors
1.2	Schedule 2	:	Resolution of Board of Directors to enter consortia or JV's
1.3	Schedule 3	:	Commitments of Tenderer
1.4	Schedule 4	:	Record of Addenda to tender document
1.5	Schedule 5	:	Compulsory enterprise questionnaire
1.6	Schedule 6	:	Certificate for water and lights (Municipal Rates)
1.7	Schedule 7	:	Proof of Central Supplier Database (CSD) Registration.
1.8	Schedule 8	:	Schedule of Tenderer's Experience

2 COMPULSORY MUNICIPAL BID DOCUMENTATION

MBD 1	:	Invitation to Bid
MBD 2	:	Tax Compliance Requirements
MBD 3.1	:	Pricing Schedule (Firm Prices)
MBD 4	:	Declaration of interest
MBD 6.1	:	Preference certificate
MBD 7.1	:	Contract form for rendering of goods and services (Part 1)
MBD 7.1	:	Contract form for rendering of goods and services (Part 2)
MBD 8	:	Declaration of bidder's past supply chain management practices
MBD 9	:	Certificate of Independent Bid Determine

SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS (Bidders MUST attach an additional Resolution signed by All Members under the Official Company Letterhead failure which the bid will be rejected)

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

(Enterprise Name)	
Held at	(place)
on	(date)

RESOLVED that:

1.	The enterprise submits a bid / tender to the Mkhondo Local Municipality in respect of the following project:	
	TENDER MKHO21/2026/27: **PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**	
2.	Mr / Mrs / Ms	
	in his/her capacity a:	(Position in the Enterprise)
	and who will sign as follows:	(Authorized Signature)
	be, and is hereby, authorized to sign the bid / tender, and any and all other documents and/or correspondence in connection with and relating to the bid /tender, as well as to sign any contract, and any and all documentation, resulting from the award of the bid / tender to the enterprise mentioned above.	

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			

Note:

1. **Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the directors / members / partners of the bidding enterprise.*
3. *Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

SCHEDULE 2

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA / J/V

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

(Enterprise Name)	
Held at	(place)
On	(date)

RESOLVED that:

1.	The enterprise submits a bid / tender, in consortium / joint venture with the following enterprises:	
	(List all the legally correct full names and registration numbers, if applicable, of the enterprises forming the consortium / joint venture)	
	To the MKHONDO LOCAL Municipality in respect of the following project	
	TENDER: MKHO21/2026/27: PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS	
2.	Mr / Mrs / Ms	
	in his/her capacity as	(Position in the Enterprise)
	and who will sign as follows	(Authorized Signature)
2.1	be, and is hereby, authorized to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium / joint venture, in respect of the project described under item 1 above.	
2.2	The enterprise accepts joint and several liability with the parties listed under item 2 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the contract to be entered into with the department in respect of the project described under item 1 above.	
2.3	The enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the contract with the department in respect of the project under item 1 above	
	i) Physical address	
	ii) Postal address	
		(Code)
	iii) Telephone number	
	iv) Fax Number	

All documents applicable to this Schedule must be attached

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

Directors / Members / Partners of:

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. *Delete which is not applicable*
2. ***NB**. This resolution must be signed by <u>all</u> the directors / members / partners of the bidding enterprise*
3. *Should the number of directors / members / partners exceed the space available above, additional names and signatures must be supplied on a separate page*

SCHEDULE 3

COMMITMENTS OF TENDERER

Kindly provide particulars of commitments which the tenderer is presently engaged and/or involved with:

CURRENT PROJECTS / CONTRACT	ORGANIZATION	CONTACT PERSON NAME	CONTACT TEL. NO.	CONTRACT AMOUNT	CONTRACT PERIOD	DATE OF COMMENCE-MENT	SCHEDULED DATE OF COMPLETION

NAME OF REPRESENTATIVE	**SIGNATURE**	**CAPACITY**	**DATE**

TENDER NO.	**MKHO21/2026/27**				
		BIDDER	WITNESS	EMPLOYER	WITNESS

SCHEDULE 4

RECORD OF ADDENDA TO TENDER DOCUMENTS

I / we confirm that the following communications received from the MKHONDO LOCAL Municipality before the submission of this tender offer, amending the tender documents, have been considered in this tender offer: (Attach additional pages if more space is required)

Attach communication requirement by municipality amending the tender documents.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

I / we confirm that no communications were received from the Mkhondo Local Municipality before the submission of this tender offer, amending the tender documents. Bidders must sign this declaration irrespective of an Addendum issued or not by the Employer.

NAME OF REPRESENTATIVE	**SIGNATURE**	**CAPACITY**	**DATE**

SCHEDULE 5

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **MUST** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.	
Section 1: Name of enterprise	
Section 2: VAT registration number, if any	

Section 3: Particulars of sole proprietors and partners in partnerships			
No	**Name***	**Identity Number***	**Personal Income Tax Number***
3.1			
3.2			
3.3			
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			

Section 4: Particulars of companies and close corporations		
4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following: INDICATE "NOT APPLICABLE" IF NOT			
A member of any municipal council		An employee of any provincial department, national or provincial public entry or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999)	
A member of any provincial legislation		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

Name of sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within last 12 months**

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following: INDICATE "NOT APPLICABLE" IF NOT

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

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

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

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

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

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

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

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

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
CAPACITY	**DATE**

SCHEDULE 6

CLEARANCE CERTIFICATE FOR MUNICIPAL SERVICES ACCOUNT

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates, and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist.
Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

	QUESTIONS	YES	NO
1.	Do you own a property?		
2.	Do you receive a municipal rates account?		
3.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
4.	If yes, provide the following details:		
4.1	▪ Municipality name		
4.2	▪ Municipal account number		
5.	**If yes, please attach proof in the form of the original or certified copy of the bidder's recent (October 2026) municipal rates statement**		
6.	Does the bidder lease / rent the property where the business is situated?		
7	If yes, provide the following details:		
7.1	▪ Landlord name		
7.2	▪ Address property is situated		
7.3	▪ Contact number of landlord		
8.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		

I, (Insert full name)	
of (insert physical address)	
being a Director, Principal Shareholder, owner of company (Insert company name)	
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge	
SIGNATURE	

* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR BID AS NON-RESPONSIVE

Names of all directors, their ID numbers and municipal account number.

Director / Shareholder / partner	ID Number of Director / Shareholder / Partner	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)	Municipality where the account is held

Certified copies of **current (month October 2026)** municipal accounts mentioned of each Director, Shareholder, and partner listed above

CERTIFICATION

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed ---------- **Date** _____

Name ---------- **Position** _____

Bidder ----------

SCHEDULE 7 PROOF OF CSD REGISTRATION

Bidders MUST attach Proof of Comprehensive CSD registration repot (Not older than thirty days from tender closing date) hereto and provide CSD Supplier Number:

MAAA_____

CERTIFICATION

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

I FURTHER UNDERTAKE FULL REPSONSIBILITY FOR ANY INCORRECT INFORMATION PROVIDED AND THAT THE EMPLOYER (MKHONDO LOCAL MUNICIPALITY) MAY NOT BE HELD ACCOUNTABLE FOR INCORRECT INFORMATION PROVIDED.

Signed ..... **Date** _____

Name ..... **Position** _____

Bidder .....

SCHEDULE 8

EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by me/us. The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER DESCRIPTION** will be evaluated.

Briefly describe company or individual experience regarding the above scope of work and attach this to this schedule.

NB: Proof of previous similar work history must be attached in the form of Appointment Letters, or Purchase Orders.

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: **All documents applicable to this Schedule must be attached.**

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed / Appointed

I, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**

MBD 2

DETAILS OF TAX COMPLIANCE STATUS AND TAX CLEARANCE CERTIFICATE REQUIREMENTS

TAXPAYER NAME	
TRADING NAME	
TAX REFERENCE NUMBER (S)	
VAT	
PIN	
EXPIRY DATE	

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

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

PRICING SCHEDULE – FIRM PRICES

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

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

Name of Bidder…… Bid Number……...

Closing Time ……. ….. Closing Date ……..

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
01.	SUM	**PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**	**R**

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

  *Delivery: Firm/Not firm
- Delivery basis …….

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

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable

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

No.	Information	Please provide detail		
3.1	Full name of bidder or his or her representative			
3.2	Identity number			
3.3	Position occupied in the company (director, trustee, hareholder[2]			
3.4	Company registration number			
3.5	Tax reference number			
3.6	VAT registration number			
Note	*(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)*			
3.7	Are you presently in the service of the state?		Yes	No
	If yes, please furnish particulars:			
3.7.1	Name of director			
3.7.2	Service of state organization			
3.8	Have you been in the service of the state for the past twelve months?		Yes	No
	If yes, please furnish particulars:			
3.8.1	Name of director			
3.8.2	Service of state organization			
3.9	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
	If yes, please furnish particulars:			
3.9.1	Name of person in the service of state			
3.9.2	Relationship			
3.10	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?		Yes	No
	If yes, please furnish particulars:			
3.10.1	Name of person in the service of state			
3.10.2	Relationship			

3.11	Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?		Yes	No
	If yes, please furnish particulars:			
3.11.1	Name of director			
3.11.2	Service of state organization			
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state?		Yes	No
	If yes, please furnish particulars:			
3.12.1	Name of director			
3.12.2	Name of relative			
3.12.3	Relationship			
3.13	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
	If yes, please furnish particulars:			
3.13.1	Name of director			
3.13.2	Related company			

Note: SCM Regulations:

"[1]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.

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NO.

5. I, the undersigned 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.

NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

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

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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) The **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 regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

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

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

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

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

(f) **" race"** a means company owned hundred percent by previously disadvantage people in terms of colour (Blacks)

(g) **"people with disability**" means physical or mental condition that limits a person's movements, senses or activities.

(h) **"youth"** a person between the age of 15 and 35 years.

(i) **"woman"** means a female human being.

(j) **"RDP"** Reconstruction and Development Programme is a South African socio-economic policy framework document.

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. 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 an 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 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 Bidder)
Points for Enterprise with 100% black person or people owned enterprise	**5**	
Points for Enterprise with more than 30% woman or women shareholding or owned enterprise	**2,5**	
Points for Enterprise with more than 30% youth shareholding or owned enterprise	**2,5**	
Points for Enterprise with more than 30% people living with disability shareholding or owned enterprise	**2,5**	
Points for Enterprise located within Mkhondo local area of jurisdiction	**2,5**	
Points for Enterprise with valid B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME a sworn affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	**5**	

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.

WITNESS

…….

1. …….. **SIGNATURE(S) OF BIDDER(S)**

2. …….. Date:……

Address: ……

……..

CONTRACT FORM - RENDERING OF SERVICES – GOOD AND SERVICES (PART 1)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

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

1. I hereby undertake to render the services as described in the attached bidding documents to MKHONDO LOCAL Municipality in accordance with the requirements and task directives / proposals specifications stipulated in **Bid Number MKHO21/2026/27** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   2.1 Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Returnable schedules
   - Municipal bid documents
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;
   - Service Level Agreement.

   2.2 General Conditions of Contract;
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**
WITNESSES: (SIGNATURE)	**DATE**
1.	
2.	

CONTRACT FORM - RENDERING OF SERVICES – GOODS AND SERVICES (PART 2)

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I, ……

   In my capacity as ……

   accept your bid under ……

   for rendering of services hereunder and / r further specified in the annexures.

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION & CONTENT (if applicable)

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

SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**
WITNESSES: (SIGNATURE)	**OFFICIAL STAMP**

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This municipal bidding document must form part of all bids invited.

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

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   - 3.2 been convicted for fraud or corruption during the past five years;
   - 3.3 wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004).

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

ITEM	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page**	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.**	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		

ITEM	QUESTION	YES	NO
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, certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

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:

3.1. take all reasonable steps to prevent such abuse;

3.2. 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

3.3. 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:

TENDER: MKHO21/2026/27

PROVISION OF HYGIENE SERVICES AND CONSUMABLES FOR A PERIOD OF TWENTY-FOUR (24) MONTHS
in response to the invitation for the bid made by:

Mkhondo Local Municipality

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

I certify, on behalf of:

NAME OF COMPANY

that:

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:

7.1 Prices;
7.2 Geographical area where product or service will be rendered (market allocation);
7.3 Methods, factors or formulas used to calculate prices;
7.4 The intention or decision to submit or not to submit a bid;
7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
7.6 Bidding with the intention not to win the bid.

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

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

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

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

NAME OF REPRESENTATIVE	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**CAPACITY**

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER (AGREEMENT)

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

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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 OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

…… rand (in words);

R …… (in figures),

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) (1) …… (2) ……

Name(s) …… ……..

Capacity …….. ……..

……..
(Name and address of organisation)

……. …….
Name and signature of Witness Date:

TENDER NO.	MKHO21/2026/27				
		BIDDER	WITNESS	EMPLOYER	WITNESS

ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations 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 duly signed by the authorised representative(s) of both parties.

The Bidder 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 Contract Data) 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. Failure to fulfil 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working 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.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE CLIENT:

Signature(s) (1) …… (2) ……

Name(s) …… ……

Capacity …… ……

Witness 1		**Witness 2**	
Name	……	Name	……
Signature	……	Signature	……
Date	……	Date	……

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.

2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 **Subject** .....

Details .....

2 **Subject** .....

Details .....

3 **Subject** .....

Details .....

4 **Subject** .....

Details .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) (1) …… (2) ……

Name(s) …… ……

Capacity …… ……

……

……

……

(Name and address of organisation)

	Witness 1	**Witness 2**
Name:	……	……
Signature	……..	……
Date	……	……

FOR THE EMPLOYER:

Signature(s) (1) …… (2) ……

Name(s) …… ……

Capacity …… ……

Mkhondo Local Municipality

(Cnr Mark and De Wet Street, eMkhondo)

	Witness 1	**Witness 2**
Name:	……	……
Signature	……..	……
Date	……	……

C1.2 CONTRACT DATA (CONDITIONS OF CONTRACT)

The **General Conditions of Contract for Construction Works 2015 3rd Edition,** published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. +27 11 805-5947 or www.saice.org.za.

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data are applicable to this Contract:

PART 1: CONTRACT SPECIFIC DATA

Clause	Data
1.1.1	The Defects Liability Period is: **Not Applicable.**
1.1.2	The time for achieving Practical Completion is: **Twenty-Four (24)** from the Commencement Date.
1.1.3	The name of the Employer is: **MKHONDO LOCAL Municipality**
1.1.4	The following additional definition applies: - "**Drawings**": Means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer.
1.1.5	The following additional definition applies: - **Letter of Notification**": Means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers.
1.2.1.2 1.2.1.2.1 1.2.1.2.2	Delivery of Notices The following two additional sub-clauses, covering alternative methods of communication, apply: - Sent by facsimile or any like communication irrespective of it being during office hours or otherwise. Posted to the addressee for certified delivery by the postal Authorities

1.2.1.2	The address of the Employer for receipt of communications is: Physical address: Postal address : Mkhondo Local Municipality Mkhondo Local Municipality Cnr Mark and De Wet Street P o Box 23 eMkhondo eMkhondo, 2380 Tel : (017) 004 0197 Email : mgumede@mkhondo.gov.za
2.1.4	The following additional clause applies: - "Without limiting the generality of the afore going, the Schedule of Rates and Prices shall include: The provision and use of all labour, plant, tools instruments, templates, materials, transport, and all other appliances that may be required for satisfactorily protecting and efficiently carrying out the works without interruption or delay. The provision and housing of adequate staff and labour force and the provision of false work of every kind and description necessary for the due and proper performance of the Contract.
	The execution of the Works in orderly and progressive manner until it has been completed. Time being of the essence of the Contract the progressive development of the Works shall be arranged so that the time from the start to the finish of the construction of the said Works shall not exceed the time laid down in the Tender. The inclusion in the tendered rates for all and any of the general liabilities such as Establishment Charges, legal contingencies, regulations, risks or damage, Royalties, and all other overhead charges. The submission of a tender shall be considered prima facie evidence that the Contractor has complied with the requirements of this clause and has satisfied himself as to all circumstances and local conditions which may influence or affect his Tender."
2.4.3	The following additional clause applies: - In the event of any discrepancy or conflict between any parts of the Contract Documents, the order of precedence shall be as follows: 1. Project Specifications 2. Special Conditions of Contract 3. General Conditions of Contract 4. Conditions of Tender 5. Standardised/Particular Specifications 6. Contract Drawings 7. Schedule of Quantities

2.5.1	The following additional clause applies: - The Employer may make direct payments to suppliers on behalf of the Contractor subject to the receipt of a specific request from the Contractor and subject to the following conditions: - An original of the invoice together with a singed Cession Form is submitted together with a certificate approved by the Employer's Agent. - The Contractor cedes, transfers, and assigns all the rights, title and interest in and to the materials and goods to the total value of the invoice.
3.2.3	The cession shall become effective as soon as payment is made by the Employer or on behalf of the Employer. The Contractor indemnifies the Employer against any loss or damage whatsoever to the said material and goods whilst they are in the Contractors possession and in transit to the site and until such time as they are safely and properly stored on the site, and the Contractor undertakes to effect adequate insurance against these risks. Such insurance shall be for the full value of the materials and goods and goods certified for payment and the insurance policy ceded in full to the Employer. The Employer's Agent shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:
	Clause 3.3.1 Nomination of Employer's Agent's Representative Clause 3.3.4 Employer's Agent's authority to delegate Clause 5.8.1 Non-working times Clause 5.11.1 Suspension of the Works Clause 5.12.4 Acceleration instead of extension of time
3.2.5	The following additional clause applies: - The onus rests with the Contractor to raise any item about which the Contractor may be uncertain, with the Employer's Agent's Representative. Any advice given to the Contractor by the Employer's ent's Representative in response to matters so raised shall not be construed as instructions and shall be held to have been given without prejudice.
3.3.6	The following additional clause applies: - The Employer or the Employer's Agent under delegated authority, reserves the right to obtain the services of consultants on any matter pertaining to this contract; the employment of such consultants forms no part of this contract; a consultant's advice and/or documentation is to be followed only if the Employer's Agent or the Employer's Agent's Representative so instructs.
4.1	All references to "design" are deemed to be deleted and the Contractor shall bear no liability in respect of the Projects design, other than the temporary works and items clearly indicated to design on drawings.

4.3.3	The following additional clause applies: - The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder. An agreement is included in the Contract Document (C1.1 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.
5.3.1	The documentation required before commencing with the Works execution are: • Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6.1.3) • Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
5.3.2	The time to submit the documentation required before commencement of the Works is: **14 calendar days**
5.4.2	Access and possession of site shall not be exclusive to the Contractor but will be shared by the Employers management / maintenance and operational staff on site.
5.4.3	The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.
5.1.1 & 5.8.1	The non-working days are **Saturdays and Sundays.** The special non-working days are: **(1) All gazetted public holidays falling outside the year end break.** **(2) All applicable public holidays including the December "builders' holiday" period.**
5.8.3	The following additional clause shall apply: Should the Employer's Agent permit work outside of normal Employer working hours (viz Mondays to Fridays inclusive sunrise to sunset) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Employer's Agent's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Employer's Agent has ordered such work, the salary of the representative will be to the account of the Employer. A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as sufficient notice as set out in 5.8.1"
5.13.1	The penalty for failing to complete the Works is: 0.1% of the contract value per calendar day

5.14.1	The requirements for achieving Practical Completion shall mean: **The commissioning and full operation as listed in the scope of works.**
5.14.7	Different dates to achieve Practical Completion **will be permitted**
6.2.1	The liability of the Security shall be in accordance with paragraph 21 (1)(f) of the GMM Supply Chain Management Policy, which reads as follows: (e) Where surety is required, it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). (f) Where bidders in Category A cannot raise the required surety of 2,5%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted.
6.6.1	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur.
6.7.6	The following additional clause shall apply: The Works are measured in accordance with the current SANS 1200 and the standard system of measurement of Civil Engineering quantities for South Africa, published by the South African Institution of Civil Engineers. No claims arising from the method of measurement will be entertained.
6.8.3	Price adjustment for variations in the cost of special materials are: Not allowed
6.10.3:	The limit of retention money on amounts due to the contractor is 10% and the limit on retention is 10% of the contract sum.
8.6.1.1.2:	The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil.
10.7.1:	Disputes are to be settled in terms of paragraph 50 of the SCM Regulations, which reads as follows: (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes: (a) to assist in the resolution of disputes between the Municipality and other persons regarding: (i) any decisions or actions taken in the implementation of the supply chain management system; or (ii) any matter arising from a contract awarded in the course of the supply chain management system; or (b) To deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract. (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively. (3) The person appointed must: (a) strive to resolve promptly all disputes, objections, complaints or queries received; and (b) Submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved. (4) A dispute, objection, complaint or query may be referred to the provincial treasury if: (a) the dispute, objection, complaint or query is not resolved within 60 days; or (b) No response is forthcoming within 60 days.

	(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution. (6) This section must not be read as affecting a person's rights to approach a court at any time.
Clauses applicable to EPWP Contracts	
	The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions, except for such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge
	The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works
	(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.
	"Payment for the labour-intensive component of the works Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations in the Contract.

The additional Conditions of Contract are:	
	Applicable labour laws The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. **1 Introduction** 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
	1.2 In this document – (a) "department" means any department of the State, implementing agent or contractor; (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) "worker" means any person working in an elementary occupation on a SPWP; (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work; (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP; (f) "task" means a fixed quantity of work; (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task; (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed; (i) "time-rated worker" means a worker paid on the basis of the length of time worked. **2 Terms of work** 2.1 Workers on a Special Public Works Programme (SPWP) are employed on a temporary basis. 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP. 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.
	3 Normal hours of work 3.1 An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) For more than eight hours on any day. 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day. 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker. **4 Meal breaks** 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration. 4.2 An employer and worker may agree on longer meal breaks. 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

	4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
	5 Special conditions for security guards 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day. 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each. **6 Daily rest periods** Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day. **7 Weekly rest periods** Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").
	8 Work on Sundays and public holidays 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work. 8.2 Work on Sundays is paid at the ordinary rate of pay. 8.3 A task-rated worker who works on a public holiday must be paid – (a) the worker's daily task rate, if the worker works for less than four hours; (b) Double the worker's daily task rate, if the worker works for more than four hours. 8.4 A time-rated worker who works on a public holiday must be paid – (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday. **9 Sick leave** 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause. 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract. 9.3 A worker may accumulate a maximum of twelve days sick leave in a year. 9.4 Accumulated sick leave may not be transferred from one contract to another contract. 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave. 9.7 An employer must pay a worker sick pay on the worker's usual pay day. 9.8 Before paying sick pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is – (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.10 A worker is not entitled to be paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10 Maternity leave

10.1 A worker may take up to four consecutive month's unpaid maternity leave.

10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

10.5 A worker may begin maternity leave –

(a) four weeks before the expected date of birth; or

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11 Family responsibility leave

11.1 Workers who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

(a) when the employee's child is born;
(b) when the employee's child is sick;
(c) in the event of a death of
(i) the employee's spouse or life partner;
(ii) The employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12 Statement of conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment:
(a) the employer's name and address and the name of the SPWP;
(b) the tasks or job that the worker is to perform; and
(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
(d) the worker's rate of pay and how this is to be calculated;
(e) The training that the worker will receive during the SPWP.

12.2 An employer must supply each worker with a copy of these conditions of employment.

13 Keeping records

13.1 Every employer must keep a written record of at least the following:

(a) the worker's name and position;
(b) in the case of a task-rated worker, the number of tasks completed by the worker;
(c) in the case of a time-rated worker, the time worked by the worker;
(d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14 Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –
(a) at the workplace or at a place agreed to by the worker;
(b) during the worker's working hours or within fifteen minutes of the start or finish of work;
(c) In a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing:
(a) the period for which payment is made;
(b) the numbers of tasks completed, or hours worked;
(c) the worker's earnings;
(d) any money deducted from the payment;
(e) The actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15 Deductions

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –
(a) repay any payment except an overpayment previously made by the employer by mistake;
(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
(c) Pay the employer or any other person for having been employed.

16 Health and safety

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
(e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

16.2 A worker must –

(a) work in a way that does not endanger his/her health and safety or that of any other person;
(b) obey any health and safety instruction;
(c) obey all health and safety rules of the SPWP;
(d) use any personal protective equipment or clothing issued by the employer;

17 Compensation for injuries and diseases

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

17.2 A worker must report any work-related injury or occupational disease to their employer or manager.

17.3 The employer must report the accident or disease to the Compensation Commissioner.

17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18 Termination

18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

18.2 A worker will not receive severance pay on termination.

18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19 Certificate of service

19.1 On termination of employment, a worker is entitled to a certificate stating –
(a) the worker's full name;
(b) the name and address of the employer;
(c) the SPWP on which the worker worked;
(d) the work performed by the worker;
(e) any training received by the worker as part of the SPWP;
(f) the period for which the worker worked on the SPWP;
(g) Any other information agreed on by the employer and worker."

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITY

C2.3 SCOPE OF WORKS

PART C2.1 PRICING INSTRUCTION

1. The Bill comprises items covering the Service Provider's profit and costs of general liabilities and of the services to be rendered.

2. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.

3. The quantities set out in the schedule of **quantities are only approximate quantities**. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Service Provider.

4. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. **An item against which no amount or rate is entered will be considered to Zero.**

5. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

6. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

7. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardised, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10 The units of measurement specified in the Bill of Quantities are in metric form. The following abbreviations may appear in the Bill of Quantities:

R	=	Rand
Qty	=	Quantity

C2.2 SCHEDULE / BILL OF QUANTITIES

Item No.	Description	Quantity (Qty)	Unit Price (Year 1)	Unit Price (Year 2)
1	Deep Clean Hand Basins (Monthly)	1	**R**	**R**
2	Deep Clean Showers (Monthly)	1	**R**	**R**
3	Deep Clean Toilets (Monthly)	1	**R**	**R**
4	Deep Clean Urinals (Monthly)	1	**R**	**R**
5	SHE Services (weekly)	1	**R**	**R**
6	Auto Air Freshener Refill (250ml)	1	**R**	**R**
7	Liquid Soap Dispenser Refill (250ml)	1	**R**	**R**
8	Seat Sanitizer Refill (250ml)	1	**R**	**R**
9	Urinal Sanitizer Refill (250ml)	1	**R**	**R**
10	Janitor Refill (250ml)	1	**R**	**R**
11	2 Ply Hand Paper Towel 16x20 cm (roll)	1	**R**	**R**
12	SHE Packets (per pack of 25)	1	**R**	**R**
13	SWAB Test (quarterly)	1	**R**	**R**
SUM OF RATES FOR THE YEAR			**R**	**R**
Sub-Total (Sum Rates Year 1 + Year 2)				**R**
Vat @15%				**R**
GRAND TOTAL (AMOUNT TO BE CARRIED FORWARD TO MBD 3.1 AND FORM OF OFFER AS TENDER AMOUNT)				**R**

Is the Tenderer a Vat Vendor Yes ☐ or No ☐

DETAILS OF PERSON THAT HAS COMPLETED THE SCHEDULE OF QUANTITIES:

NAME

RELATIONSHIP TO TENDERING COMPANY

SIGNATURE

CONTACT DETAILS

PART C3: SCOPE OF WORKS

C3.1 **Detailed scope of works**

BACKGROUND AND PURPOSE OF THE TENDER

The Municipality requests from prospective Bidders to Supply and Deliver Hygiene Services and Consumables for a duration of twenty-four (24) months. The Municipality needs to comply with all Occupational Health and Safety Standards and especially the OHS Act OF 1993. The safety of its employees becomes a critical and the Municipality needs to ensure that all standards are adhered to.

The scope and description of services include amongst others the following:

The successful bidder needs to attend Municipal Sanitary Bins (SHE Bins) placed in the Ladies restrooms for safety disposal of feminine hygiene products. Routine service will include dedicated teams to swap out dirty bins for freshly sanitized ones. The waste must be removed and disposed of as hazardous material. The successful bidder needs to manage and service automatic soap dispensers, seat sanitizers, paper towel units, and air fresheners. The service includes:

- Provision of Hygiene services including supply of SHE packets,
- Refill of Seat, Hand sanitizers, urinal and refill air fresheners,
- Supply and delivery of Hand paper towel,
- Provision of Deep Cleaning services (To be conducted Quarterly)
- Provision of SWAB test services,
    - SWAB Test Results to be provider to the Employer's Agent on a Quarterly Basis
- Provision of SHE services (Weekly).

Contract Duration

- Contract duration is a maximum of twenty-four (24) months

Delivery Basis

- Delivery basis: Weekly (when stated), monthly, and quarterly

PART C3.4: GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. "Day" means calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

1.20. "Project site," where applicable, means the place indicated in bidding documents.
1.21. "Purchaser" means the organization purchasing the goods.
1.22. "Republic" means the Republic of South Africa.
1.23. "SCC" means the Special Conditions of Contract.
1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government

Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3. except for purposes of performing the contract.
5.4. Any document, other than the contract itself mentioned in GCC clause

5.5. 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.

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

6. Patent rights

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

7. Performance security

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

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

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1. 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
7.3.2. a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3.furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

15.3. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping 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 supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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