

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER-24/2024	CLOSING DATE:	23 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF WATER PURIFICATION CHEMICALS RELATED SERVICES, FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE VAT INCLUSIVE		R	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	MR XHANTI MALIWA		
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 615 8000		
TELEPHONE NUMBER	023 615 8000	FAX NUMBER			
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	xmaliwa@langeberg.gov.za		
E-MAIL ADDRESS	sngcongolo@langeberg.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) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER-24/2024

Tenders are hereby requested for the **SUPPLY AND DELIVERY OF WATER PURIFICATION CHEMICALS RELATED SERVICES, FOR A PERIOD OF THREE (3) YEARS** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER-24/2024: SUPPLY AND DELIVERY OF WATER PURIFICATION CHEMICALS RELATED SERVICES, FOR A PERIOD OF THREE (3) YEARS**”, should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 23 AUGUST 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should preferably be bound.

Supporting documents must be submitted separately and must be stapled or bound.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council’s Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **19 JULY 2024**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MR X MALIWA** (xmaliwa@langeberg.gov.za).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"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.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"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.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"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.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"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 goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"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.
- 1.1.12. **"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.
- 1.1.13. **"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.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.1.16. **“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 goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“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.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.27. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

- 1.3.1. 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 nonrefundable fee for documents may be charged

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

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

- 1.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. 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:
- 1.7.4. 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 a cashier's or certified cheque
- 1.7.5. 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.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. 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.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.22 of GCC.

1.9. Packing

- 1.9.1. 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.
- 1.9.2. 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, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

- 1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

- 1.11.1. 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.

1.12. Transportation

- 1.12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. 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
 - 1.13.1.5. 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.
- 1.13.2. 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.

1.14. Spare parts

- 1.14.1. As specified, 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:
- 1.14.2. 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 in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. 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.

- 1.15.2. 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.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. 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.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

- 1.17.1. 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 or in the purchaser's request for bid validity extension, as the case may be.

1.18. Variation orders

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

1.19. Assignment

- 1.19.1. 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.

1.20. Subcontracts

- 1.20.1. 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.

1.21. Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. 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 goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, 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 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods 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.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, 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 1.23.

1.23. Termination for default

- 1.23.1. 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:
- 1.23.1.1. 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 1.21.2;

- 1.23.1.2. 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.
- 1.23.2. 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.
- 1.23.3. 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.
- 1.23.4. 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 supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises 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 purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 1.23.6.2. the date of commencement of the restriction
- 1.23.6.3. the period of restriction; and
- 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the

amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance 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.
- 1.25.2. 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.

1.26. Termination for solvency

- 1.26.1. 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.

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or 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.
- 1.27.2. 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

- 1.28.1.1. 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
- 1.28.1.2. 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.

1.29. Governing language

- 1.29.1. 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.

1.30. Applicable law

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

1.31. Notices

- 1.31.1. 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.
- 1.31.2. 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.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

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



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER-24/2024: SUPPLY AND DELIVERY OF WATER PURIFICATION CHEMICALS RELATED SERVICES, FOR A PERIOD OF THREE (3) YEARS”**.

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.1. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.2. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.3. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.4. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close, up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted and should preferably be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? (If yes please specify)

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

- 4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,
- 4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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

6. DECLARATION OF INTEREST MBD 4

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

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

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

6.2.1 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

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

6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO
6.4.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
6.4.3 work outside employment in the public sector? YES / NO
6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses
conduct business with the state in the previous twelve months? YES / NO

6.4.8 If so, furnish particulars:

.....
.....
.....

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person
employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....
.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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 in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

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

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.2.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 **Points for price:90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million**

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

$$Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

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

4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].

4.5 A tenderer failing to submit proof of BBBEE status level of contributor –

4.5.1 may only score in terms of the 80/90-point formula for price; and

4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

4.7 The policy should not include Pre-qualification goals.

4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

4.9.1 may only score in terms of the 80/90-point formula for price; and

4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

4.10 The preference points scored by a tenderer must be added to the points scored for price.

4.11 The points scored must be rounded off to the nearest two decimal places.

4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. 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]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

8 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

8.1 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

8.2 The following documents shall be deemed to form and be read and construed as part of this agreement:

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

.....
.....
.....
.....
.....
.....

8.6 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

8.7 I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

8.8 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I, MR DP LUBBE in my capacity as: MUNICIPAL MANAGER,

9.2 accept your bid under reference number **TENDER-24/2024** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

9.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION
				

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

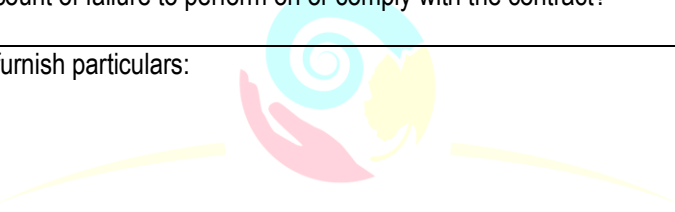
DATE

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 10.1 This Municipal Bidding Document must form part of all bids invited.
- 10.2 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.
- 10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 10.5 been convicted for fraud or corruption during the past five years;
- 10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 10.7 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).
- 10.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	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 ☐
10.12	If so, furnish particulars:		

10.13	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 ☐
10.14	If so, furnish particulars:		
10.15	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 ☐
10.16	If so, furnish particulars:		
10.17	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 ☐
10.18	If so, furnish particulars:		


LANGEBERG
CERTIFICATION
MUNISIPALITEIT MUNICIPALITY MASIPALA

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

10.19 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

10.20 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.

10.21 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:

10.22 take all reasonable steps to prevent such abuse;

10.23 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

10.24 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.

10.25 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.

10.26 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.

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

12. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

12.1 I have read and I understand the contents of this Certificate;

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

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

12.4 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;

12.5 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:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

- 12.8 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.
- 12.9 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.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature Date



.....

Position Name of Bidder

MUNICIPALITEIT MUNICIPALITY

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;

- It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

14 TECHNICAL SPECIFICATIONS

1. SECTION A – GENERAL SPECIFICATIONS

1.1 Scope of work

The Langeberg Municipality requests suppliers to supply and deliver chemicals for water and sewage purification purposes and relating ancillary services, within Langeberg Municipality's Management area for a period three years.

NB: The tender will be evaluated per item and award(s) will be made per item to the highest scoring bidder, with the 2nd and 3rd highest scoring bidder as alternatives, subject to negotiations, considering the value for money principle.

Tenderers must submit all required documents per item to be responsive

Bidders must indicate with an X which chemical(s) they are bidding for in the table A below:

No.	Product Name	Mark with X if Bidding for Item
1	Suitable Flocculation & Coagulation Product	
2	Powder Activated Carbon	
3	Soda Ash	
4a	Bio Remedial Product (for pipelines and pumpstations)	
4b	Bio Remedial Product (for general Bioremediation)	
5	Calcium Hypochlorite granules	
6	Cationic Polyacrylamide Emulsion or similar for sludge dewatering	
7	Calcium Hypochlorite tablets	
8	Chlorine gas	
9	Sodium Dichloro-ISO-Cyanurate (SDCI)	
10	Calcium oxide	
11	Potassium Permanganate	
12	Lab Equipment and Chemicals – Annual Supply and Servicing	

Table: A

1.2 Tender Requirements

Failure to submit this information will result in the tender being ruled as non-responsive.

- 1.2.1 Bidders who are not manufactures or importers of chemicals must submit written proof of appointment for the distributor of the goods to the Municipality. Failure to do so will be regarded as submitting a non- responsive tender. This letter must not be older than one month on the closing date of this tender and is applicable for all products and services offered. (Item 1 - 11).
- 1.2.2 Bidders tendering on services must submit proof that their technical staff is accredited by the manufacturer.
- 1.2.3 Bidders shall submit, with the tender, data sheets for each chemical that they are offering to supply. The data sheets will be used in the evaluation of the tender. Failure to comply with the specification in the tender will rule the bid as non-responsive. (Items 1 – 12).
- 1.2.4 Bidders shall with the tender submit written proof certifying that chemicals meet the requirements of the National Sanitation Foundation (NSF). Proof of safe dosing rates for human consumption must be attached. Failure to comply with the specification in the tender will rule the bid as non-responsive. (Items 1 – 3 & 6 - 9).
- 1.2.5 Manufacturers and tenderers of the water treatment chemicals must be at least ISO 9001:2015 certified.
- 1.2.6 Failure to attach certificates will result in the tender being non-responsive.
- 1.2.7 Specification of Products: (Items 5,7, 8 & 9)

Tablets and chemicals/products must be compatible and fully interchangeable with standardised dosing equipment capable of treating very low water volumes (500 litres/day) to equipment capable of treating large volumes (20 Megalitres/day) without the requirement for adopting different mechanical, treatment, servicing and repair methods or spare parts, or additional operator training and/or induction.

1.3 Public Liability

The Municipality shall not be liable in respect of any claims, damages, accidents, etc. to persons, properties, vehicle rights, etc. that may arise from the carrying out of this contract.

1.4 Safety

- 1.4.1 The tenderer must comply with the relevant conditions of the Occupational Health and Safety Act.
- 1.4.2 Chlorine – the tenderer shall supply satisfactory proof of experience, ability and equipment available to provide an emergency response service on a full-time basis for the contract period.
- 1.4.3 The tenderer must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
- 1.4.4 The tenderer must provide applicable safety signs / notices at all delivery sites, including the erection of such, as well as all other relevant safety data sheets within three (3) weeks after the commencement date of the contract
- 1.4.5 The tenderer shall provide proof that the chemicals which are to be supplied under the proposed contract have been certified as being safe for the use in drinking water applications. Such proof shall be obtained from a reputable national or international organization.

- 1.4.6 Conducting an annual safety audit for each of the products (Item 1-12) on all municipal installations at each of the treatment plants, which include storage, dosage equipment and safety and providing the Municipality with detailed reports.

1.5 Training

It will be required of the successful tenderer to train the operators in the safe use of the chemicals within three (3) months of the letter of acceptance (once off, in each town), and issues a certificate to that effect to the municipality.

1.6 Transport and delivery of chemicals

1.6.1 Tender prices must include for the supply, delivery and offloading of the chemicals at the respective treatment plants.

1.6.2 Deliveries must take place in working hours within five (5) days after receiving an official purchase order.

1.6.3 Deliveries to reach sites during normal working hours between the hours of 08:00 and 16:30, unless otherwise agreed by the Superintendent of the Works.

1.6.4 Tenderers must acquaint themselves with the condition of the access roads / delivery points to ensure effective deliveries.

1.6.5 If the successful bidder does not deliver the goods within the delivery period as indicated, the bidder must inform the Municipality in writing of delays in delivery

1.6.6 Emergency supply within twenty-four (24) hours on request of the client.

1.6.7 Each delivery of chemicals will be accompanied by a Certificate of Analysis.

1.6.8 Delivery must be to the following Water Treatment Plant Sites:

- Montagu WTP
- Ashton WTP
- Bonnievale WTP
- Robertson WTP
- McGregor WTP

1.6.9 Delivery must be to the following Wastewater Treatment Plant Sites:

- Montagu WWTP
- Ashton WWTP
- Bonnievale WWTP
- Robertson WWTP

1.6.10 Delivery must be to the following Swimming Pool Sites:

- Robertson Swimming Pool

1.6.11 Chemicals shall be delivered, off-loaded and or stacked as directed at the municipal facilities. All delivery costs (e.g. Transport, labour for offloading, collection of empty containers, offloading equipment, etc) MUST be included in the bid price, for delivery at the prescribed destination.

- 1.6.12 Bidder must describe in a cover letter the offloading methodology for each product.
- 1.6.13 Bidders must be able to deliver emergency orders within 24 hours. Backup stock, storage and transport must be described and provided in writing on an official letter head.
- 1.6.14 Bidder must supply A3 laminated safety notices and acceptable off-loading procedures for each chemical.
- 1.6.15 The safe stack and off-loading of the product into the storage tanks / at the storage facilities of the Municipality at the treatment plants in the presence of a Langeberg Municipal official.
- 1.6.16 While delivering the products, the tenderer and his transport sub-contractor shall comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plants.

1.7 Samples

The successful tenderer may be requested to provide samples of the tendered products (at the tenderers cost to the accredited laboratory chosen by Langeberg municipality) for testing purposes at various water sources of Langeberg area.

Pricing schedule

The prices are all inclusive of supply, delivery, training and any other associated costs.

Complete the pricing schedule attached as Section C.

1.8 Escalation

- 1.8.1 Prices shall remain fixed for a 12 month period. After the initial 12 month period prices will be escalated using the "escalation factor" as of the 1st of July every year as described below.
- 1.8.2 No allowance will be made for change in Rate of Exchange (ROE). The Contractor shall allow for all Forward Cover deemed necessary on imported chemicals. No additional claims will be allowed.
- 1.8.3 "Escalation Factor" means the headline consumer price index CPI for all urban areas annual inflation rate published by Statistics SA in the Statistical Release PO141.1 for the month of March preceding the 1 July escalation date unless otherwise motivated by the Tenderer and accepted by the Municipality as set out in 1.8.4.
- 1.8.4 If deemed necessary by the Tenderer, the Tenderer may, as part of the Annual Plan, make a written submission to the Municipality in respect of the actual escalation of the monthly variable cost which occurred in the preceding 12 months period, as well as the escalation which is expected to occur during the forthcoming Financial Year if not adequately covered in the escalation factor.
- 1.8.5 The submission must include sufficient detail of the proposed escalation factors which the Tenderer has taken into consideration and sufficient data in respect of the actual cost increased experienced by the Tenderer.
 - 1.8.5.1 The submission shall be considered as part of the approval of the Annual Business Plan process.
 - 1.8.5.2 If not approved by the Municipality, the Escalation Factor shall apply.
- 1.8.6 The % Mark-up Fee shall not be subject to escalation.

1.9 Awarding of tenders

Tenderers may tender for the supply and delivery of any or all the items and the municipality may award the tender for any or all items. The municipality may award a tender for an item, without necessarily placing an order for such items.

1.10 Orders

Orders for chemicals will be placed on an “as and when required” basis.

1.11 Termination of contract

The Municipality may terminate the contract should the tenderer not comply with any of the tender specifications.

1.12 Contract period

The contract validity period is from the date of appointment for a three-year period.

1.13 Validity period

Tender prices for the first year must remain valid for a period up to 30 June 2025 (calculated from closing date of the tender).

1.14 Alternative products

1.14.1 Should a Tenderer wish to submit a tender for alternative products it must supply full specifications with the tender.

1.14.2 Testing of the proposed product shall be undertaken by an independent laboratory of the Municipality's choice for the Tenderers cost.

1.15 Product certificate

1.15.1 The Tenderer shall submit a typical chemical analysis of the product as obtained from the manufacturer, which is to be supplied under the proposed contract, failing which, the tenderer will not be evaluated further.

1.15.2 The preferred bidder must submit material safety data sheets with each order.

1.15.3 Supplying the Municipality with the appropriate safety notices, material safety data sheets and acceptable off-loading procedures.

1.16 Track record of services provided to entities of the state

Tenderers must attach a track record with at least three contactable references indicating experience in providing chemicals to entities of the state.

1.17 Declaration

1.17.1 I/We hereby agree to render all

1.17.2 the services described on the terms and conditions and in accordance with the specifications stipulated at the prices and on the terms described herein.

1.17.3 I/We agree that the offer herein shall remain binding upon me / us during the validity period of the contract.

SIGNED ON BEHALF OF TENDERING ENTITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE			



1. SECTION B – PRODUCT SPECIFICATIONS

Item 1: Suitable Flocculation & Coagulation Product

The additional responsibilities of the bidder includes:

1. The tenderer must provide the required bulk storage facilities for the duration of the contract: Montagu 30 000 liter, Ashton 30 000 liter, Bonnievale 30 000 liter, Robertson 30 000 liter and McGregor 5 000 liter.
2. The supply, installation and maintenance of the required bulk storage facilities at the different water treatment plants will be for the tenderers account.
3. The bulk storage facilities will remain the property of the tenderer and must be removed upon request by the Langeberg Municipality after the contract has expired.
4. The municipality conducted tests on different coagulants from different suppliers, to find optimum coagulant dosing as well as compliance on the Langeberg water at various sources after filtration to meet SANS 241-2015.
5. The tenderer must supply a detailed plan for construction of the proposed bulk storage and offloading facilities including Specifications of all equipment and risk assessment to ensure product availability during construction.
6. Annual Safety Audit of Product at WTPs, which include storage, dosage equipment and safety must be done by the supplier. Price must be included under item 1 in the Pricing Schedule.
7. The optimum dosing on table 1(a) is based on the volume of (8500 Ml/annum) treated water combined in ALL 5 towns.

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	Liquid
SG (at 25 degrees Celsius)	1,25 – 1,4
Aluminium (Al % m/m)	9,9 – 25
Viscosity (cps at degrees Celsius)	≤ 100
Ionicity	Cationic
pH (15% m/m at 25 degrees Celsius)	2 – 5
Special Markings	NSF Registration Mark

Please complete the following table1(a):

TABLE 1(a)

Product	Typical dosing (mg/l)	Total product per year in Kg	Price year 1	Cost per year	Cost per MI Treated
	30 - 40				
	30 - 40				
	30 - 40				



ITEM 2: Powder Activated Carbon

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	Black powder
Base Material	Selected grades of wood or coal
Activation Method	Steam
Moisture Content	5% Maximum as Packed
Total Ash	8% Maximum
Iodine number (mg/g)	600 Minimum
pH	9 – 11
Particle Size Distribution	<100 US Standard (0.150mm) 95 – 100% <200 US Standard (0.075mm) 80 – 95%
Compliance	NSF Certified

SIEVE ANALYSIS	
Sieve Size (mm)	Maximum % Retained
0.355	0
0.150	1
0.075	5

ITEM 3: Soda Ash

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	White Powder
Na_2CO_3	Minimum 99.2 %
Na_2O	Minimum 58.0 %
NaCl	Maximum 0.20 %
Na_2SO_4	Maximum 0.20 %
Fe_2O_3	Maximum 20 ppm
Water Insoluble	Maximum 0.05 %



ITEM 4: BIO-REMEDIAL PRODUCT / FAT BREAKDOWN PRODUCT

SPECIFICATIONS OF PRODUCT:

Item 4a - For pipelines and pumpstations

A product is required that will reduce sludge build-ups and break down of fats, oils and grease that cause clogging and other problems in ponds, septic tanks, wastewater pump stations and sewer pipes. The product must provide durable stable dose treatment over a 30 to 60-day period. The product must contain multi-strains of bacteria formulated to ensure maximum digestion of fats, oils and greases optimised for BOD/COD removal and enhance multi source odour reduction. Vegetable based binders must provide product stability. Product must be stable for 24 months (shelf life). The product must be certified to contain only natural Class 1 micro-organisms which are classified non-pathogenic. Genetically modified or deliberately mutated organisms are not acceptable. Disease causing organisms should not be used (form part of product composition). All batches must be certified PATHOGEN FREE. Certificate of proof must be attached.

The product must be effective in water with a temperature range of 8 to 46 degrees Celsius, a pH range of 5,6 to 9,6 and have a bacterial count (Bacillus spore blend) of at least 4,2 billion cfu/g.

Prolific enzyme production profile must include cellulase, lipase, protease, amylase and xylanase variants.

The product must be provided in a mass greater than 2kg (tenderer to indicate mass of solid) and in cylinder form in order to be submersed below the water level of a sump 10m in depth. It should also be suitable for location in fixed positions in sewer pipes and wells.

Nutrient Component	Description
Appearance	Solid
Type	Bacterial Blend in Block Form
Odour	None
Effective PH Range	5.6 – 9.6
Enzyme Profile	Cellulase, Lipase, Protease, Amylase, Xylanase variants
Strain/Active Type	Bacillus Spore Blend
CFU	At least 4 billion CFU/gram
Toxicity	Low; Eye and Skin Irritant, pathogenic free

Proof of compliance and certificate to the above must be submitted.

Item 4b - for general bioremediation

Langeberg municipality will enter into a contract with a suitable supplier/s for the supply and delivery of Bio remedial for the use in the purification water for a period of three years.

Technical Specification of Product:

Bacteria - There must be at least more than 23 known strains of viable bacteria that degrade carbohydrates, proteins, and lipids along with some known strains that are able to reduce the levels of hydrogen sulphide and metabolize various forms of inorganic nitrogen.

Enzymes – Lipase, Protease, Cellulase

Actinomycetes - It must contain this specialised group of bacteria that can degrade complex polymers such as cellulose, chitin, their intermediates and related compounds.

Fungi - Must contain Unicellular Harmless fungi with complementary degradation skills.

Chemicals – Microbial Product contents must be completely Chemical Free with no artificial preservative.

The product must not be based on a finite number of non-living Enzymes but must be made up of immediately available Microbial contents that possess the ongoing living dynamic capabilities to produce infinite enzymes while existing and propagating. We want the enzyme producing components and not a finite number of enzymes that are all gone when used up.

Indicator	Limits
Appearance	Powder or Liquid
Type	As specified above
pH	3 – 10
Type of microbiological agent	As per specified above/broad spectrum
Water solubility	Easily dispersible in water
Toxicity	Low

Proof of compliance and certificate to the above must be submitted.

ITEM 5: CALCIUM HYPOCHLORITE GRANULES

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	White, solid granules with a distinct chlorine smell
UN Number	1748 (Evidence to be attached)
Molecular Formula	$\text{Ca}(\text{OCl})_2$
Available Chlorine (wt.%)	65% minimum when packed
Molar Mass	142.98 g/mol
Density	2.35 g/cm ³ (20 °C)
Melting Point	100 °C
Boiling Point	175 °C, decomposes
Solubility in Water:	21 g/100 mL



ITEM 6: CATIONIC POLYACRYLAMIDE EMULSION (OR SIMILAR) FOR SLUDGE DEWATERING

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Butene, homopolymer (one or the other or a mixture)	≥ 15 -<25% (Evidence to be attached)
Appearance	A viscous white-beige coloured liquid
SG (at 25 degrees Celsius)	1.04
Ionicity	Cationic
Charge density	High
Molecular weight	Medium/ High
pH	3-7
Bulk Viscosity	1200 cP



ITEM 7: CALCIUM HYPOCHLORITE

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Diameter	34 mm
Thickness	19 mm – 21 mm
Weight	35 g/tablet (+/-5% tolerance per tab, but average weight over 10 tabs must be 35g).
Strength	Tablet/chip formulation is proprietary but consists of 88% to 92% pure Calcium Hypochlorite containing available chlorine percentage not lower than 65%. Balance of formulation is proprietary, consisting of approved (inert) softening and descaling agents (Evidence to be attached).
Expiry	From date of manufacture not less than 3 years
Containers Size	25 kg



ITEM 8: CHLORINE GAS SUPPLY AND DELIVERY

The additional responsibility of the bidder includes:

1. The collection and returns of empty Cylinders.
2. Supply and install all Legal Safety notices, and Data Sheets.
3. Must be able to supply product at short notice where applicable.
4. Provide technical advice on product and awareness on any product development.
5. Provide necessary SETA accredited safety training to municipal staff where required.
6. Supplier must have hazardous materials training. Valid certificates must be produced upon delivery.
7. Must be able to respond to chlorine related emergencies within 3 hours.
8. Vehicles must be permitted to carry hazardous chemicals and apply relevant Legislation.
9. The liquid chlorine provided shall conform to SABS Specification: SANS 50937:2007/EN937:1999 in all aspects.
10. In the event of contaminated or sub-specification product being delivered to treatment plants, the tenderer will bear the cost of removing the liquid chlorine drums or cylinders and disposing of the contents if it is not possible to reprocess it. Verifiable documented evidence of the legally complaint and environmentally safe disposal of the nonconforming product must be submitted to the Treatment Plant Manager. All consequential costs as a result of the off-loading of the contaminated product will also be for the tenderer's account.
11. In the event of contaminated or sub-specification product being delivered to treatment plants the tenderer will also bear the cost of flushing, cleaning, repairing and recommissioning all pipelines, chlorinators, pumps and equipment, flow and mass measuring systems and/or other valves and appurtenances.
12. Tenderers shall submit, at time of tender, a certificate of analysis of the liquid chlorine to be supplied.
13. The liquid chlorine shall not contain any toxic or other substance that could taint, contaminate or detrimentally alter in any way the water treated at the plants. The presence of detectable taste and/or odour inducing contaminants in the liquid chlorine supplied may results in Langeberg Municipality refusing to accept further shipments until such problems are rectified and that the purging of the on-site installation/s be affected at the successful Tenderer's own cost.
14. The successful Tenderer shall give timeous advice to Langeberg Municipality: Manager Civil Engineering Services of any expected variations in the quality of his product.
15. Kindly note that the cylinders offered by the tenderer are to be compatible with the current infrastructure of the various depots for ease of operation and safety requirements and any amendments to infrastructure for the fitting and operation of different units supplied will be for the account of the tenderer.
16. Annual Safety Audit of Product at WTPs, and WWTW's which include storage, dosage equipment and safety has to be done by the supplier. Price must be included under item 1 in the Pricing Schedule

Note: This description of responsibilities is not necessarily complete and shall not limit the Work(s) to be carried out by the successful tenderer under this Contract.

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	Chlorine Liquid
Packaging	70Kg Yellow Cylinders (Evidence to be attached)
Packaging	990kg Yellow cylinder (evidence to be attached)
Cl ₂	99.8%



ITEM 9: SODIUM DICHLORO ISO-CYANURATE

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	White, solid granules with a distinct chlorine smell
UN Number	1748 (Evidence to be attached)
Molecular Formula	$C_3Cl_2N_3NaO_3$
Available Chlorine (wt.%)	56,08
Molar Mass	34g
Density	1.97 g/cm ³ (25 °C)
Melting Point	25 °C
Boiling Point	N/A
Solubility in Water:	236.8 g/L (25 deg)



ITEM 10: Calcium Oxide

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	White or greyish-white powder, orderless
Molecular Formula	CaO
Available Chlorine (wt.%)	71.47%
Molar Mass	56,08 g/mol
Density	3,35 g/cm3
Melting Point	2572 deg C
Boiling Point	2950 deg C
Solubility in Water	25deg C



ITEM 11: Potassium Permanganate

SPECIFICATIONS OF PRODUCT:

Indicator	Limits
Appearance	Purple solution
SG (at 25 degrees Celsius)	1.28 – 1.33
Aluminium (Al % m/m)	9.9 -10.9
Viscosity (cps at degrees Celsius)	100 max
pH (15% m/m at 25 degrees Celsius)	3.0 – 4.5



ITEM 12: LAB EQUIPMENT-ANNUAL SUPPLY AND SERVICING

The additional responsibility of the bidder includes:

1. All Equipment must be serviced at the treatment sites previously indicated.
2. Price submitted must include parts, labour, travel, accommodation and commissioning.
3. Equipment must be serviced within 21 days after official order.
4. Tenderer must familiarize him/herself with equipment on sites prior to submitting tender.

Equipment or product	Description of work/Product	Total	Montaqu WTP	Ashton WTP	Bonnivale WTP	Robertson WTP	McGregor WTP
Jar Stirrers	Replace all belts	5	1	1	1	1	1
Supply pH Meters & Buffer Solution	Pocket pH meter	5	1	1	1	1	1
	500ml buffer 4	5	1	1	1	1	1
Colorimeter/photo spectrometer	Service and calibrate meter	5	1	1	1	1	1
Turbidimeter and colorimeter	Replace Turbidity standards	5	1	1	1	1	1
Supply Lab Consumables and Glassware	600ml glass beakers	30	6	6	6	6	6
	Syringe filters (0.25um)	1250	250	250	250	250	250
	10ml syringes	200	40	40	40	40	40
Supply Reagents for DR 890 and DR 900	Ferrover, iron reagent pk/100	30	6	6	6	6	6
	DPD free chlorine reagent pk/100	30	6	6	6	6	6
	Ascorbic Acid Powder pk/100	30	6	6	6	6	6
	Bleaching 3 Reagent pk/100	30	6	6	6	6	6
	Aluver 3 pk/100	30	6	6	6	6	6
	COD Digest Vial HR 20-1500mg/l (150)	5	5	0	0	0	0
	Ammon-Nitrog AmVer TNT HR RgtSet (50/pk)	14	14	0	0	0	0
	NitraVer 5 Nitrate Rgt 10ml PP (100/pk)	8	8	0	0	0	0
	PhosVer 3 Phosphate Rgt 10ml PP (100/pk)	8	8	0	0	0	0
DO Meter	Replace DO Meter Sensor kit	2	1	0	0	0	0

3. SECTION C – PRICING SCHEDULE

PRICING SCHEDULE (ONLY FIRM PRICES FOR 12 MONTHS WILL BE ACCEPTED),

Item Number	Product	Plant	Packaging	Minimum Size of Orders		Price / Unit excluding VAT
1	Suitable Coagulant, coagulant aid and flocculant Product	All Water Treatment Sites	Bulk	15 Tons	R	/ KG
1.1	Annual Safety Audit of Product at WTPs, which include storage, dosage equipment and safety.	All Water Treatment Sites	5 Reports	-	-	
2.	Powder Activated Carbon	All Water Treatment Sites	25 Kg Bags	0.5 Tons	R	/ KG
3.	Soda Ash	All Water Treatment Sites	25 Kg Bags	2 Tons	R	/ KG
4a	Bio Remedial Product (for pipelines and pumpstations)	Sewer pipes, pumpstations and Treatment Sites	2 – 3kg	50kg	R	/KG
4b (i)	Bio Remedial Product (for general Bioremediation)	All Water Treatment Sites	Liquid 5 -25 litre	50kg	R	/ KG
4b (ii)	Bio Remedial Product (for general Bioremediation)	All Water Treatment Sites	Powder 0.4kg – 25kg	50kg	R	/ KG
5	Calcium Hypochlorite Granules	All Treatment Sites	25 kg Drums	2,5 Tons	R	/ KG
6	Cationic Polyacrylamide Emulsion or similar for sludge Dewatering	All Treatment Sites	25 kg Drums	1 Ton	R	/ KG
7	Calcium Hypochlorite tablets	All Treatment Sites	25 kg Drums	2,5 Tons	R	/ KG
8	Chlorine gas	All Treatment Sites	70/990 Cylinders	7 Tons	R	/ KG
8.1	Annual Safety Audit of Product at WTPs, which include storage, dosage equipment and safety.	All Water Treatment Sites	5 Reports	-	-	R
8.2	Annual Safety Audit of Product at WWTPs, which include storage, dosage equipment and safety.	All Wastewater Treatment Sites	4 Reports	-	-	R
9	Sodium Dichloro-iso-Cyanurate	All Treatment Sites	25 kg Drums	2,5 Tons	R	/ KG
10	Calcium oxide	All 5 Towns	25kg Bags	2,5Tons	R	/KG

Item Number	Product	Plant	Packaging	Minimum Size of Orders		Price / Unit excluding VAT
11	Potassium Permanganate	All Treatment Sites	25 kg Drums	1 Ton	R	/ KG
12	LAB Equipment	All Treatment Sites				
12.1	Jar Stirrers (Replace all belts)	All Water Treatment Sites	5	All items	R	R / Unit
12.2	Supply pH Meters & Buffer	All Water Treatment Sites	5	All items	R	R / Unit
12.3	Solution 500ml buffer	All Water Treatment Sites	5	All items	R	R / Unit
12.4	Colorimeter and Photo spectrometer (Service and calibrate)	All Water Treatment Sites	5	All items	R	R / Unit
12.5	Colorimeter (Replace Turbidity standards)	All Water Treatment Sites	5	All items	R	R / Unit
12.6	600ml glass beakers	All Water Treatment Sites	30	All items	R	R / Unit
12.7	Syringe filters (0.25um)	All Water Treatment Sites	1250	All items	R	R / Unit
12.8	10ml syringes	All Water Treatment Sites	200	All items	R	R / Unit
12.9	Ferrover, iron reagent pk/100	All Water Treatment Sites	30	All items	R	R / Unit
12.10	DPD free chlorine reagent pk/100	All Water Treatment Sites	30	All items	R	R / Unit
12.11	Ascorbic Acid Powder pk/100	All Water Treatment Sites	30	All items	R	R / Unit
12.12	Bleaching 3 Reagent pk/100	All Water Treatment Sites	30	All items	R	R / Unit
12.13	Aluver 3 pk/100	All Water Treatment Sites	30	All items	R	R / Unit
12.14	COD Digest Vial HR 20-1500mg/l (150)	Montagu WTP	5	All items	R	R / Unit
12.15	Ammon-Nitrog AmVer TNT HR RgtSet (50/pk)	Montagu WTP	14	All items	R	R / Unit
12.16	NitraVer 5 Nitrate Rgt 10ml PP (100/pk)	Montagu WTP	8	All items	R	R / Unit
12.17	PhosVer 3 Phosphate Rgt 10ml PP (100/pk)	Montagu WTP	8	All items	R	R / Unit
12.18	Do Meter (Replace Do Meter Sensor kit)	Montagu WTP	1	All items	R	R / Unit

RETURABLE SCHEDULE 1

PROOF OF EXPERIENCE

Bidders must attach to this schedule proof of a minimum of 3 **SIMILAR** contracts for the SUPPLY, DELIVERY OF WATER PURIFICATION CHEMICALS RELATED SERVICES for the state entities, completed within the last 5 calendar years.

Failure to submit proof of experience will result in the Vendor's tender being rejected as non-responsive.

A list of contactable references of the above-mentioned works is to be completed in black ink below.

Description of Goods / Services	Value of Goods / Services	Duration and Completion Date	Contact name, Employer and contact number
1.			
2.			
3.			
4.			
5.			

RETURNABLE SCHEDULE 2

PROOF OF COMPLIANCE

Bidders must indicate in the table below with a Yes/No in the appropriate column whether the required chemical(s) documents are submitted:

Failure to submit proof of compliance will result in the Vendor's tender being rejected as non-responsive.

No.	Product Name	Compliance certificated of ISO:9001:2025	Material data sheet	Certificate of Analysis	Compliance certificate from National Sanitation Foundation(NSF)	Escalation factor	Provide at qualified Accredited Technical staff
1	Suitable Flocculation & Coagulation Product						
2	Powder Activated Carbon						
3	Soda Ash						
4a	Bio Remedial Product (for pipelines and pumpstations)						
4b	Bio Remedial Product (for general Bioremediation)						
5	Calcium Hypochlorite granules						
6	Cationic Polyacrylamide Emulsion or similar for sludge dewatering						
7	Calcium Hypochlorite tablets						
8	Chlorine gas						
9	Sodium Dichloro-ISO-Cyanurate (SDCI)						
10	Calcium oxide						
11	Potassium Permanganate						
12	Lab Equipment and Chemicals – Annual Supply and Servicing						

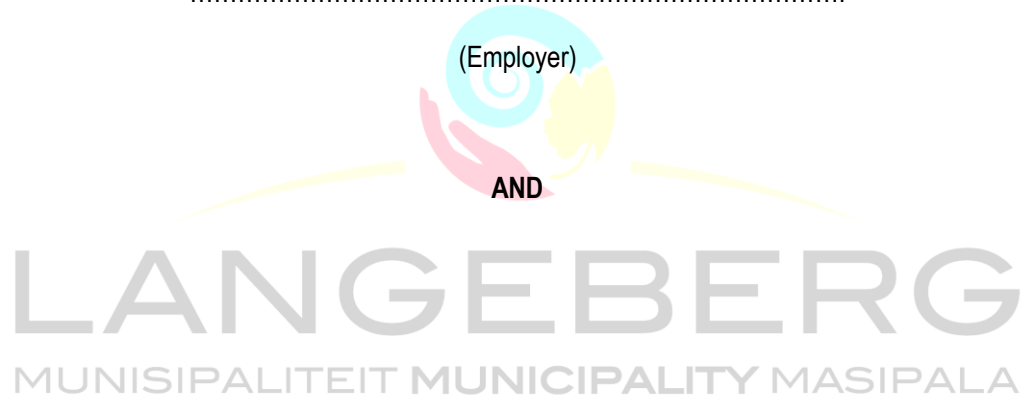
**15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:



(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

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

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of

..... is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management:

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer :.....

and the MANDATORY:

Name of the MANDATORY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATORY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2024 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

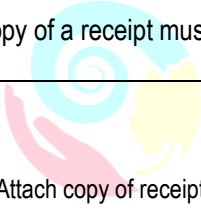
(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

Registration No. / /
--

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

 Attach copy of receipt LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA
--

Signature of Contractor.....

Date:.....

16 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.



Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Name
Surname
Telephone No.
Capacity

ON BEHALF OF THE (SUPPLIER'S
NAME)

[illegible]

Signed and sworn to before me at on this the
day of MUNICIPALITEIT MUNICIPALITY MASIPAL

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths