

BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

	ICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY		
POSTAL ADDRESS		
	POSTAL CODE	
STREET ADDRESS (PHYICAL ADDRESS)		,
	POSTAL CODE	
E-MAIL ADDRESS		
TELEPHONE NUMBER (TELKOM LINE)		
CIDB CRS NUMBER (IF APPLICABLE)		
CELLPHONE NUMBER		
ALTERNATE CELLPHONE NO.		
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY		
'	'	
THE TENDER	1	
Part T1: Tendering procedures	· 	
Employer Witness 1	Vitness 2 Contractor	Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

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TENDERING CONDITIONS

- 1. The document must be completed in full as per the guide provided under administrative evaluation document completion.
- 2. All mandatory documents must be attached as per the guide under administrative evaluation attachment of mandatory documents.
- 3. The document must not be dismantled; page numbers must be sequential.
- 4. Bidders must be registered on CSD.
- 5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
- 6. Only black ink must be used when completing the tender document.
- 7. Electronic signatures are not allowed.
- 8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.

NB! FAILURE TO ADHERE TO THE ABVOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION

THE TENDER Part T1: Tendering	procedures		2			
Employer	Witness 1	Witness 2		Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

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ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION)

<u>PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT</u> FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire (where applicable), MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38, Signatory Resolution Form, Pricing Schedule, and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION
 - COMPULSORY QUESTIONAIRE must be fully completed and signed (where applicable)
 In a case of Joint Venture separate COMPULSORY QUESTIONAIRE forms must be completed and submitted.
 - MBD 1 must be fully completed and signed
 - MBD 4 must be fully completed and signed: only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
 In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.
 - MBD 5 (where applicable) must be fully completed and signed: only tick the appropriate answer.
 Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. In a case of Joint Venture separate MBD 5 forms must be completed and submitted.
 - MBD 6.1 must be fully completed and signed.
 - MBD 7.2 must be fully completed and signed.
 - MBD 8 must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
 - MBD 9 must be fully completed and signed
 - SECTION 38 must be fully completed and signed: only tick the appropriate answer box, whether
 you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Note that should
 you answer "NO" to any of the declaration questions on section 38 form, then supporting
 documents MUST be attached
 - SIGNATORY AUTHORISATION must be fully completed and signed
 - PRICING SCHEDULE must be fully completed and signed

ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)

THE TENDER Part T1: Tendering procedures								
Employer	Witness 1	Witness 2		Contractor	· -	Witness 1	-	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- ✓ Deposit slip with tender reference number as indicated on the advert
- ✓ Proof of CSD registration (CSD report)
- ✓ Required CIDB Grading Certificate (where applicable)
- ✓ Signatory resolution Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS MUST NOT SUBMIT COPIES/ COPIES OF CERTIFIED COPIES.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter (not a copy) from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter (not a copy) from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

THE TENDER Part T1: Tendering	g procedures	4			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

NB!!

- ✓ FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE
- ✓ FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE

VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ A Sworn Affidavit will be accepted only if an original is submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed envelope that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will not be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late and their submissions will not be accepted.

THE TENDER Part T1: Tenderin	g procedures		5		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



RUSTENBURG LOCAL MUNICIPALITY

	CONTENTS							
Part T1: Te	Part T1: Tendering procedures							
T1.1	Tender Notice and Invitation to Tender							
T1.2	Tender Data							
Part T2: Re	Part T2: Returnable documents							
T2.1	List of Returnable Documents							
T2.2	Returnable Schedules							
Part C1: Agreement and Contract Data								
C1.1	Form of Offer and Acceptance							
C1.2	Contract Data							
C1.3	Form of Guarantee							
Part C2: Pr	ricing data							
C2.1	Pricing Instructions							
C2.2	Bills of Quantities							
Part C3: So	cope of Work							
C3	Scope of Work							

THE TENDER Part T1: Tendering procedures				6			
Employer	Witness 1		Witness 2		Contractor	Witness 1	Witness 2



T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

THE TENDER Part T1: Tendering	procedures	7	7			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

MBD 1

T1.1 Tender Notice and Invitation to Tenders

NB! THE BID DOCUMENTS SHOULD BE RETURNED PACKAGED IN THE MANNER IN WHICH THEY APPEAR IN THE TABLE OF CONTENTS FOR EASE OF REFERENCE.

PART A INVITATION TO BIF

	INVITATION TO BID														
YOU ARE H	HEREBY	INVITE	D T	O BID FOR REC)UIR	EMENTS	OF THE	RUS	STENBURG LO	CAL M	UNICIPAI	_ITY			
BID NUMBI	ER:	RLM/D	TIS	6/0066/2021/22		CLOSII DATE:			14 March 202	2		CLOS	ING	TIME:	11H00
DESCRIPTI				nent of a serv		provider	(s) for	the	repairs and	maint					
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CNR BEYE	RS NAUI	DE AND) NE	ELSON MANDE	LA [RIVE, RU	ISTENB	URG							
CIDB GRAI			HIG	HER											
SUPPLIER	INFORM	ATION													
NAME OF E	BIDDER														
POSTAL A	DDRESS														
STREET AL	DDRESS								1						
TELEPHON	NE NUMB	ER			C	CODE NUMBE				BER					
CELLPHON	NE NUMB	ER							1						
FACSIMILE	NUMBE	R			C	ODE					NUME	BER			
E-MAIL AD	DRESS														
VAT REGIS	STRATIO	N NUM	BEF	₹											
TAX COMP	DIIANCE	STATH	ıs		TC	CS PIN:				OR		CSD No:			
TAX OOM	LIANOL	OIAIO				/0 1 III.				B-BBE	E	110.			
B-BBEE ST	TATUS LE	EVEL V	ERI	FICATION						STATI	JS				
CERTIFICA						Yes				LEVE		☐ Ye	S		
[TICK APPI	LICABLE	BOX]			_	Πo				SWOF		 □ No			
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BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

P P		o.pa ,				
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	R			
SIGNATURE OF BIDDER		DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED						
BIDDING PROCEDURE ENQUIRIES MAY BE D	IRECTED TO:	TECHNICAL INFORMATION MA	ECHNICAL INFORMATION MAY BE DIRECTED O:			
DEPARTMENT	SCM	MECHANICAL UNIT				
CONTACT PERSON	Mr. J. Masinga	Mr. X. Gumenge	. X. Gumenge			
TELEPHONE NUMBER	014 590 3123	014 590 3394	4 590 3394			
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za	xgumenge@rustenburg.gov.za				

THE TENDER Part T1: Tendering	n procedures		9	Tender	Notice and Invitation	T1.1
rait II. Telluellii	g procedures			render	Notice and invitation	on to renders
Employer	Witness 1	Witness 2	<u></u>	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

PART B TERMS AND CONDITIONS FOR BIDDING

	TERMS AND CONDITIONS FOR DIDDING					
1. 1.1.	BID SUBMISSION: BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE CONSIDERATION.	BIDS WILL NOT BE ACCEPTED FOR				
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK	K PEN				
1.3.	3. THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.					
2.	TAX COMPLIANCE REQUIREMENTS					
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.					
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	N) ISSUED BY SARS TO ENABLE THE				
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE METHIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE PROVISION AND ADMINISTRATION OF THE PROVIDED TO THE PROVIDED THE PROVIDED TO THE PROVIDED	MADE VIA E-FILING. IN ORDER TO USE E 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 TCS CERTIFICATE / PIN / CSD NUMBER.	H PARTY MUST SUBMIT A SEPARATE				
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIE MUST BE PROVIDED.	ER DATABASE (CSD), A CSD NUMBER				
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 THI PIN C	E ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR ODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 AI	A TAX COMPLIANCE STATUS SYSTEM BOVE.				
	BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE. NATURE OF BIDDER:					
CAP	ACITY UNDER WHICH THIS BID IS SIGNED:					
	_					
DAT	E:					
TUE	TENDED 40	T4 4				
	TENDER 10 T1: Tendering procedures Tender No	T1.1 tice and Invitation to Tenders				
Ц	Employer Witness 1 Witness 2 Contractor	Witness 1 Witness 2				



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 1. Bid document is sold for a non-refundable amount of R 1000-00 per bid document and will be available on the e-tender website and must be downloaded.
- 2. A non-compulsory briefing session 08 January @10H30 to 11H30 Rustenburg Local Municipality Electrical Department 98 Zendeling Street
- Sealed bid documents marked: RLM/DTIS/0066/2021/22 Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than 14 March 2022 @ 11h00 where after the bids will be opened in public at the Municipal offices.
- 4. The bid will be evaluated as follows: Administrative evaluation (document completion and attachment of mandatory documents), CIDB grading of 4ME higher and 80/20 preferential point system (price = 80 & BBBEE points = 20)
- 5. Please note that no bid documents will be given to couriers unless the courier company is in the possession of a letter on an official letterhead, confirming on behalf of the company the full details of the specific bid/bids to be collected, as well as the payment of the full amount payable for bids required.
- 6. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
- 7. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
- 8. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
- 9. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
- 10. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
- 11. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
- 12. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained
- 13. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY, P.O. BOX 16, MISSIONARY MPHENI HOUSE

THE TENDER Part T1: Tendering	procedures		11	Tende	er N	otice and Invita	ation	T1.1 to Tenders
Employer	Witness 1	Witness 2		Contractor		Witness 1		Witness 2



T1.2 Tender Data

Clause

number

THE TENDER

Employer

Part T1: Tendering procedures

Witness 1

Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

number	
F.1.1	The employer The employer is The Rustenburg Local Municipality.
F.1.3.2	Replace the contents of the clause with the following:
	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
F.2.1	Eligibility Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work, are eligible to submit tenders.
	Joint ventures are eligible to submit tenders provided that:
	 Every member of the joint venture is registered with the CIDB; The lead partner has a contractor grading designation in the 6GB or higher; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6GB or higher class of construction work.
	Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender.
F.2.1.	Eligibility Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.2	Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer.
F.2.7	Clarification Meeting There will be a none compulsory briefing session. Should there be any addendum it will be published on either/or of the following websites E-Tender, CIBD and Municipal website.

12

Contracto

Witness 1

Witness 2

T1.2

Tender Data

Witness 2

BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

	initiastructure for the Rustenburg Local Municipality for a period of 30 months
Clause number	Tender Data
F.2.10.5	Pricing and tender offer
F.2.11	Alterations to documents Add the following to the clause:
	To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
F.2.12	Alternative tender offers If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.
	Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.
	Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
	The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
	Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.
	No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

F.2.13 Submitting a tender offer

Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

THE TENDER Part T1: Tendering	procedures		13			-	T1.2 Fender Data
Employer	Witness 1	Witness 2		Contractor	Witness 1		Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Clause number	Tender Data
F.2.13.2	Replace the contents of the clause with the following:
	Return all volumes of the tender document to the Employer after completion of the relevant sections of volume in their entirety by writing in black ink.
	All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Add the following to the clause:
	Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.
F.2.13.5 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender package are:
	Location of tender box: Foyer of Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg.
	Physical address: Missionary Mpheni House, c/o Beyers Naude and Nelson Mandela Drive, Rustenburg.
	Identification details: BID NO: RLM/DTIS/0066/2021/22 - Appointment of a service provider(s) for repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Municipality for a period of 36 months and the closing date and time of the tender. Postal address: P O Box 550, Rustenburg, 0300
	The name and address of the tenderer shall be entered on the back of the envelope.
F.2.13.9	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the pu of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conclaid down in this document shall be waived, renounced and abandoned.
F.2.14	Information and data to be completed in all respects
	Add the following to the clause:
	The Tenderer is required to enter information in the following sections of the document:
	Section T2.2

BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Clause	Tender Data
number	Tenuer Data

The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.

The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.

F.2.15.1 Closing Time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

- F.2.15.2 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16.1 Tender offer validity

The tender offer validity period is 90 days.

F.2.16.1 Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

F.2.18 Provide other material

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Add the following to the clause:

Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.

THE TENDER Part T1: Tendering	j procedures		15			-	T1.2 Tender Data
Employer	Witness 1	Witness 2		Contractor	Witness 1		Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Clause number	Tender Data	
F.2.20.	Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below.	
	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.	
F.2.22	Return of other tender documents Return all retained tender documents prior to the closing time for the submission of Tender Offers.	
F.2.23	 Certificates The tenderer is required to submit with his tender: a Certificate of Contractor Registration issued by the Construction Industry Development Board a copy of the CSD summary report Copies of legal registration documents of the company/close corporation/partnership including certified copies of identity documents of directors. Bank Rating Letter Documents and Schedules listed in Part T2. 	
	Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.	
F.3.4	Opening of tender submissions Tenders will be opened immediately after the closing time for tender	
F.3.5	Two-envelope system A two-envelope procedure will not be followed.	
F.3.11	Evaluation of Tenders The procedure for the evaluation of responsive tenders will be as requirements stated in the advert.	
	POINTS AWARDED FOR FUNCTIONALITY	
	FORMULA FOR SCORING TENDER PRICE	
	The following formula will be used to calculate the points for price.	
	$Ps = x\left[1 - \frac{Pt - Pmin}{Pmin}\right]$	
	where:	
	Ps = points scored for comparative price of tender under consideration	
ΓENDER	16 T1.2	

THE TENDER
Part T1: Tendering procedures

16
T1.2
Tender Data

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Pt = comparative price of tender under consideration Pmin = comparative price of lowest acceptable tender X = points assigned to price

FORMULA FOR SCORING B-BBEE STATUS

The points allocated to a tenderer will be in accordance with the Preferential Procurement Regulations, 2017 published in Government Gazette No. 40553 dated 20 January 2017.

The following table is applicable:

B-BBEE Status Level of Contributor	Number of points(80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F3.13.1 Acceptance of tender offer

Tender offers will only be accepted if:

- a) the price is within the range of the market analysis.
- b) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- f) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

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Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is **two (2)**.

Part T1: Tendering	g procedures	•	17		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 General

F.1.1 Actions

- **F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- **F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- **F.1.1.3** The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

- **F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- **F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- **F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

THE TENDER Part T1: Tendering	procedures		18		T1.2 Tender Data		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality** (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

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

- **F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.
- **F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers reissue a tender covering substantially the same scope of work within a period of six months unless only one tender was received, and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall

THE TENDER Part T1: Tendering	procedures		19	T1.: Tender Data				
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2			



announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

- **F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- **F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- **F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
- F.1.6.3 Proposal procedure using the two-stage system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

- **F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- **F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

- **F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- **F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

THE TENDER Part T1: Tendering	g procedures		20		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

- **F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- **F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- **F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

THE TENDER Part T1: Tendering		2	T1.2 Tender Data				
Employer	Witness 1	Wit	tness 2	Contractor	 Witness 1		Witness 2



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

F.2.12 Alternative tender offers

- **F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- **F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

- **F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- **F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in no erasable ink.
- **F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- **F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- **F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **F.2.13.6** Where a two envelopes system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- **F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **F.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the employer, unless stated otherwise in the tender data.

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

THE TENDER Part T1: Tendering procedures					T1.2 Tender Data			
Employer	Witness 1		Witness 2		Contractor	Witness 1		Witness 2



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

F.2.15 Closing time

- **F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- **F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- **F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- **F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- **F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- **F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

- **F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

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

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

THE TENDER Part T1: Tendering procedures			23				T1.2 Tender Data			
Employer	Witness 1		Witness 2		Contractor		Witness 1		Witness 2	



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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

- **F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- **F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the functionality process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

THE TENDER Part T1: Tendering procedures			24				T1. Tender Dat			
Employer	Witness 1		Witness 2		Contractor		Witness 1		Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- **F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
- **F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

- **F.3.5.1** Where stated in the tender data that a two envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- **F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

- F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender.
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.
- **F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

THE TENDER Part T1: Tenderi	ng procedures	2	25		T1.2 Tender Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate.
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

Part T1: Tenderin	g procedures		26	T1.2 Tender Data			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula: TEV = NFO + NO

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

TEV =NFO + NP + NQ

where:

NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

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

Part T1: Tendering	procedures	2	27	Tender Data			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



F.3.11.7 Scoring Financial Offers

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

NFO =W1xA

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the

Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula		Comparison aimed at achieving	Option 1a	Option 2 a
1		Highest price or discount	$(1 + \frac{(P - P_{\rm m})}{P_{\rm m}})$	A = P / Pm
2		Lowest price or percentage commission / fee	$(1 - \frac{(P - P_{m})}{P_{m}})$	A = Pm / P
where: Pm P	= =	the comparative offer of the most f		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

 $NQ = W2 \times SO/MS$

where: SO is the score for quality allocated to the submission under consideration.

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

THE TENDER Part T1: Tendering procedures			28				T1.2 Tender Data			
Employer	Witness 1		Witness 2		Contractor	•	Witness 1		Witness 2	



- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

- **F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.
- **F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

- **F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- **F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

THE TENDER Part T1: Tendering procedures			29				T1.2 Tender Data			
Employer	Witness 1		Witness 2		Contractor		Witness 1		Witness 2	



THE TENDER PART T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents
- T2.2 Returnable Documents

THE TENDER Part T2: Returnab	le Documents		30		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.1: Record of Addenda to tender documents

	Date	Title or Details
ach	additional pages if more spa	ace is required.
	Signed	Date
	Name	Position
	Tenderer	
		31



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.2: Compulsory Enterprise Questionnaire The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted. Section 1: Name of enterprise: Section 2: Section 3: Section 4: Particulars of sole proprietors and partners in partnerships Name* Identity number* Personal income tax number* * Complete only if sole proprietor or partnership and attach separate page if more than 3 partners Section 5: Particulars of companies and close corporations Section 6: Record of service of the state Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the □ an employee of any provincial department, national or provincial □ a member of any municipal council public entity or constitutional institution within the meaning of the □ a member of any provincial legislature Public Finance Management Act, 1999 (Act 1 of 1999) □ a member of the National Assembly or the National a member of an accounting authority of any national Council of Province provincial public entity $\hfill \square$ a member of the board of directors of any an employee of Parliament or a provincial legislature municipal entity □ an official of any municipality or municipal entity If any of the above boxes are marked, disclose the following: Name of sole proprietor, partner, Status of service director, manager, principal Name of institution, public office, board or organ of (tick appropriate column) shareholder or stakeholder state and position held Within last 12 current months THE TENDER 32 Part T2: Returnable Documents

Employer

Witness 1

Witness 2

Contracto



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

					T				
tinsert separate page if necessary									
Section 7: Record of spouses, children	-								
Indicate by marking the relevant boxes wit manager, principal shareholder or stakeho the service of any of the following:									
 a member of any municipal council a member of any provincial legislatur a member of the National Assembly of National Council of Province a member of the board of direst municipal entity an official of any municipality entity 	or the ectors of	pub Pub □ a me any prov □ an em	lic ent lic Fir mber rincial	ee of any provincial dep ity or constitutional insti ance Management Act, of an accounting author public entity e of Parliament or a pro	itution , 1999 rity of a	within the (Act 1 of 1 any nation	meaning 999) al or		
Name of spouse, childlor parent			, public office, board or organ			Status of service			
	ollstate	o⊞state and position held				(tick appropriate colum culrent Within last			
						Juli 0111	month		
tinsert separate page if necessary									
The undersigned, who warrants that he/shi authorizes the Employer to obtain a tagorder:						ces that my	/ our tax	matters are in	
ii) confirms that the neither the name of the exercises, or may exercise, control of	over the e	enterprise appear	of any	partner, manager, dire the Register of Tende	ctor or r Defa	other pers	on, who ablished	wholly or partly in terms of the	
Prevention and Combating of Corrupt Activities Act of 2004;									
iii) confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.									
iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a									
conflict of interest; iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.									
,		7,530		V		,			
THE TENDER Part T2: Returnable Documents		**							



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Position		
0.4		
34		
	34	34

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.3: Certificate of Authority for Joint Ventures

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
ad partner		
		Cignotura
		Signature
		Designation
		500.g.latio.i
		Signature
		Name
		Designation
		Signature
		Name
		Designation
		Signature
		Name
		Designation
		j
T2 2 A: Schodula of Propos	and Subcontractors	
Γ2.2.4: Schedule of Propos	eu Subcontractors	
No notify you that it is our intention to	omploy the following Cubcontractors for word:	this contract
	employ the following Subcontractors for work in	
	e that this notification does not change the requi	rement for us to submit the names of proposed s. If there are no such requirements in the contract,
audicionacions in accordance with fec	unements in the contract for Such appointments	o. II there are no such requirements in the contract,



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

then	your written acceptance of this list shall be	e binding between us.					
We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.							
	Name and address of proposed Subcontractor	Nature and extent o	f work	Previous experience Subcontractor.	with		
1.							
2.							
3.							
4.							
	Signed		Date				
	Name		Position				
	Tenderer		· 				
	E TENDER t T2: Returnable Documents	36	3				
	Employer Witness 1	Witness 2	Contractor	Witness 1	Witness 2		



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.5: Schedule of Plant and Equipment

The following are lists of major	or items of relevant equipment that I/we presently own or lease and will have available for this contract or will
acquire or hire for this contract	t if my/our tender is accepted.
(a) Details of major eq	uipment that is owned by and immediately available for this contract.
Quantity	Description, size, capacity, etc.
Attach additional pages	if more space is required.
(b) Details of major equip	ment that will be hired or acquired for this contract if my/our tender is acceptable.
Quantity	Description, size, capacity, etc.
Attach additional pages if more sp	pace is required.
Signed	Date
Name	Position
Tenderer	
THE TENDER	37
Part T2: Returnable Do	
Employer	Witness 1 Witness 2 Contractor Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.6: Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:								
Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed					

THE TENDER Part T2: Returnal	ole Documents		38			
Employer	Witness 1	Witness 2		Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Signed		Date	
Name		Position	
Tenderer			
TENDER		39	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.7: Financial References

(a) <u>FINANCIAL STATEMENTS</u>

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) <u>DETAILS OF COMPANY'S BANK</u>

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		

	ENDER 2: Returnabl	e Documents		40			
En	nployer	Witness 1	Witness 2	Contrac	tor Witne	ess 1 Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

<u>.</u>		
Signed	Date	
Name	Position	
Tenderer		
NDER : Returnable Documents	41	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.8: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal	

THE TENDER Part T2: Returnable	e Documents	4	2		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

		•	. , .	
Signed		Date		
Name		Position		
Tenderer				
THE TENDER		43		
Part T2: Return	able Documents	.0		



Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.9: Supervisory and Safety Personnel

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent	100%					
Contractor's Foremen						
Construction Health and Safety Officer	100%					
Contractors Surveyor						

THE TENDER Part T2: Returnabl	e Documents			44		T2.2 Returnable Schedules
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel. Signed Date Name Position Tenderer 45 THE TENDER T2.2 **Returnable Schedules** Part T2: Returnable Documents Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.10: Labour Utilisation

Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision.
- b) Maintaining discipline.
- c) Ensuring safety on the workplace.
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan.
- b) Giving out work to other employees under his control and supervision.
- c) Ensuring safety on the workplace.
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training center for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person.
- b) Giving out work to other employees under his control and supervision.
- c) Maintaining discipline.
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

THE TENDER Part T2: Returnable	le Documents	4	6	T2.2 Returnable Schedules			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2		

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

MAN DAYS

Categories	a) No. of Man Days		
	b) Imported	c) Local	d) HDI (Y/N)
Contracts Manager			
2. Site Agent			
Foreman/Supervisors (specify type)			
3.1			
3.2			
3.3			
Safety Inspectors (specify type)			

THE TENDER Part T2: Returnabl	e Documents		47	T2.2 Returnable Schedules		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Categories	a) No. of Man Days		
	b) Imported c	c) Local	d) HDI (Y/N)
4.1			
4.2			
5. Charge hands			
6. Artisans			
7. Operators/Drivers			
8. Clerks/ Storeman			
9. Team Leader			
10. Skilled Labour			
11. Semi-skilled Labour			
12. Unskilled Labour			

THE TENDER Part T2: Returnable Documents		4	18	T2.2 Returnable Schedules		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Signed	Date	
Name	Position	
Tenderer		
ΓENDER Γ2: Returnable Documents	49	T Returnable Schedu

Witness 1 Witness 2 Contractor



Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.11: Occupational Health and Safety Act: Statement by Tendering Entity

l,				duly authorised				
to represent	(company name)							
and exclusive res	ponsibility for compliance Act, No. 85 of 1993 (as a	by myself and all person	ns who perform work	for me with the provis				
	employees who perform wety to themselves and othersty.							
Signed		Date						
Name		Positio	n					
Tenderer								
THE TENDER Part T2: Return	able Documents	50		Returnak	T2.2 ble Schedules			
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2			



Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.12: Site Inspection Certificate

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

As required by Clause 2.	.7 of the	Tender Data,	I/we certify	that I/we	have vi	isited the	e site of t	he Works	and attende	d the site	visit and
clarification meeting on th	ne date c	ertified below	_								

clarification meeting on the date ce	rtified below.		
I/we further certify that I am / we a visit and clarification meeting.	re satisfied with the descript	ion of the Work and the explar	nations given by the Engineer at the site
Signature of Tenderer		Date	
Site Visit			
This will certify that			
representing			
attended a Site Inspection for this 0	Contract on		20
	(signed)		
For the Engineer			
THE TENDER Part T2: Returnable Documen	ts	51	T2.2 Returnable Schedules



Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.13: Authority of Signatory

With reference to Clause 2.13.4 of the Ter	nder Data, I/we herewith certify that this tender is	submitted by: (Mark applicable block)
a company, and attach hereto a certified c	copy of the required resolution of the Board of Dir	ectors
a partnership, and attach hereto a certified	d copy of the required resolution by all partners	
a close corporation, and attach hereto a ce	ertified copy of the required resolution of the Boa	rd of Officials
a one-man business, and attach hereto ce this tender	ertified proof that I am the sole owner of the busin	ness submitting
a joint venture, and attach hereto		
constituted; and	the original document under which the join articipating members of the undersigned to subrement the joint venture	
Signed	Date	
Name	Position	
THE TENDER Part T2: Returnable Documents	52	T2.2 Returnable Schedules



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.14: General Conditions of Contract

5. Use of contract documents and information inspection

(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa

- TABLE OF CLAUSES

 1. Definitions
 2. Application
 3. General
 4. Standards
- 6. Patent Rights7. Performance security
- 8. Inspections, tests and analyses
- 9. Packing
- 10. Delivery and documents
- 11. Insurance
- 12. Transportation
- 13. Incidental Services
- 14. Spare parts
- 15. Warranty
- 16. Payment
- 17. Prices
- 18. Variation orders
- 19. Assignment
- 20. Subcontracts
- 21. Delays in the supplier's performance
- 22. Penalties
- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts
- 35. Prohibition of restrictive practices

THE CONTRACT Part C1: Agreement and Contract Data			2				
Employer	Witness 1	-	Witness 2		Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

General Conditions of Contract

1. Definitions

- 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12" Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

THE CONTRACT

Part C1: Agreemer	nt and Contract	Data	3		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "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.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (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.

THE CONTRACT Part C1: Agreeme	nt and Contract I	Data	4		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

7. 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

	5	
Employer Witness 1 Witness 2 Contractor Witness 1	Contractor Witness 4	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 6.1. All pre-bidding testing will be for the account of the bidder.
- 6.2. 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.
- 6.3. 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.
- 6.4. If the inspections, tests and analyses referred to in clauses 8.2 and 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.
- 6.5. Where the goods or services referred to in clauses 8.2 and 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.
- 6.6. Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 6.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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.
- 6.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without

THE CONTRACT Part C1: Agreeme	nt and Contract I	Data	6		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods.
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods.
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract, and.
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

THE CONTRACT Part C1: Agreemer	nt and Contract I	Data	7		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

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

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders THE CONTRACT Part C1: Agreeme		Data	8		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's delivery and/or performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. 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.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling 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.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract,

THE CONTRACT Part C1: Agreeme	nt and Contract I	Data	9		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser.
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10

THE CONTRACT Part C1: Agreen	T nent and Contract	Data	10	·	
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or 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 favourable 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.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

THE CONTRACT Part C1: Agreemen	nt and Contract I	Data	11		
England	N.C.	Witness	Out to the	Missan 4	Witness
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

THE CONTRACT Part C1: Agreeme	nt and Contract D	Pata	12		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

SPECIAL CONDITIONS OF CONTRACT

Termination by Employer and Appointment of a completion Service Provider (Contractor)

In an event where the successful Service Provider (Contractor) has failed to execute the contract as per the conditions of the contract, thus resulting in termination of the contract as per *Clauses 9.2.1.1, 9.2.1.2, 9.2.1.3* (1)(2)(3)(4)(5)(6)(7)(8), of the

Part C1: Agreeme	nt and Contract [Data	13		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

General Conditions of Contract 2015, Third Edition. Then, the Employer (Rustenburg Local Municipality) reserves the right to appoint the second highest scoring bidder in the same tender for completion of the contract. Any incurred losses and damages will be claimed against the terminated Service Provider(Contractor).

T2.2.16:

MBD 4: DECLARATION OF INTEREST

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

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

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

3.1 Full Name of bidder or his or her representative:	
3.2 Identity Number:	
3.3 Position occupied in the Company (director, trustee, hareholder²):	
3.4 Company Registration Number:	
3.5 Tax Reference Number:	
3.6 VAT Registration Number:	
3.7 The names of all directors / trustees / shareholders members, their individual identity numbers employee numbers must be indicated in paragraph 4 below.	and state
3.8 Are you presently in the service of the state? [TICK APPLICABLE BOX] YES / NO	
3.8.1 If yes, furnish particulars.	
¹ MSCM Regulations: "in the service of the state" means to be – (a) a member of – (i) any municipal council. (ii) any provincial legislature; or (iii) the national Assembly or the national Council of provinces.	
(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or munic (d) an employee of any national or provincial department, national or provincial public entity or	ipal entity.
THE CONTRACT 14 Part C1: Agreement and Contract Data	
Employer Witness 1 Witness 2 Contractor Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.
- ² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

management of the company or business and exercises control over the company.					
3.9 for the	Have you been in the service of the state past twelve months?	[TICK APPLICABLE BOX]	☐ YES / ☐ NO		
3.9.1 lf	yes, furnish particulars				
3.10	Do you have any relationship (family, friend, other) w service of the state and who may be involved with				
the ev	aluation and or adjudication of this bid?	[TICK APPLICABLE BOX]	ES / NO		
	If yes, furnish particulars				
3.11	Are you, aware of any relationship (family, friend, o		d any persons in the		
	ation and or adjudication of this bid?	[TICK APPLICABLE BOX] TYES / [□NO		
3.11.1	If yes, furnish particulars				
	Are any of the company's directors, trustees, manager keholders in service of the state?	s,principle shareholders [TICK APPLICABLE BOX]	□NO		
3.12.1	If yes, furnish particulars				
truste	Are any spouse, child or parent of the company's directes, managers, principle shareholders or stakeholders vice of the state?	ctors	ES / NO		
3.13.1	If yes, furnish particulars				
have a or not	Do you or any of the directors, trustees, managers, p iny interest in any other related companies or business they are bidding for this contract. CONTRACT	orinciple shareholders, or stakehold	_		
F	mployer Witness 1 Witness 2	Contractor Witness 1	Witness 2		



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Full details of directors / trus	stees / members / shareholders.		
Full Name	Identity Number	Personal Reference Tax Number	State Employee Number
Signature	Da	ate	
Capacity		Name of Bidder	
CONTRACT C1: Agreement and Contract I	16 Data		



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.17:

MBD 5

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

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

ques	tionnaire:
1	Are you by law required to prepare annual financial statements for auditing? [TICK APPLICABLE BOX] *YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? [TICK APPLICABLE BOX] *YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
2.2	If yes, provide particulars.
3	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? [TICK APPLICABLE BOX] *YES / NO
3.1	[TICK APPLICABLE BOX]
	CONTRACT 17 C1: Agreement and Contract Data
	Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2
	Employer villiess i villiess 2 Contractor villiess i Withess 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

4.	Will any portion of goods or services be from the municipality / municipal entity is			
4.1	If yes, furnish particulars		[TICK APPLICABLE BOX]	1E3/ NC
		CERTIFICATION		
I, THE U	NDERSIGNED (FULL NAME)			
	Y THAT THE INFORMATION FURNISHED ND CORRECT.	O ON THIS DECLARATION FORM IS		
	T THAT, IN ADDITION TO CANCELLATIC TAKEN AGAINST ME SHOULD THIS DEC			
	s and Surname of Bidder	 Signature		
Positio	on in the Firm/Company	_	 Date	
	ONTRACT : Agreement and Contract Data	18		
Emp	oloyer Witness 1 W	//itness 2 Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

T2.2.18:

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Part C1: Agreeme	nt and Contract I	Data	19		
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

90/10

3. POINTS AWARDED FOR PRICE

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

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

80/20 or

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

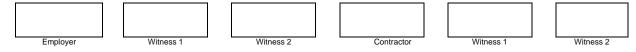
Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
P min = Price of lowest acceptable bid

THE CONTRACT 20

Part C1: Agreement and Contract Data





BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.	BID DECLARATION
5.1	Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
6.	B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1
6.1	B-BBEE Status Level of Contributor:. =(maximum of 10 or 20 points)
	(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.
7.	SUB-CONTRACTING
7.1	Will any portion of the contract be sub-contracted?
	(Tick applicable box)
	YES NO
7.1.1 THE CON Part C1: /	If yes, indicate: ITRACT 21 Agreement and Contract Data



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

	iv) Whether the sub-contractor is an EME or QSE							
	(Tick applicable box	<u>'</u>					
	, ()		the appropriate boy	if aubcontracting with	an ontorn	riaa in tarm	o of Droforontial	
	v) 	Procurement Regulati		if subcontracting with	i ali elileip	iise iii teiiii	is of Frederential	
	'	roodi cinicine regulati	0110,2017.					
	Desig	nated Group: An EM	E or QSE which is at	last 51% owned by:		EME √	QSE √	
Black peopl								
Black peopl								
Black peopl								
Black peopl			eloped areas or towns	nine				
		d by black people	eloped aleas of towns	iih2				
		are military veterans						
		<u></u>		OR		<u>I</u>		
Any EME								
Any QSE								
8.	DECL	ARATION WITH RE	GARD TO COMPANY	/FIRM				
8.1	Name	of company/firm:						
8.2	VAT registration number:							
8.3	Company registration number:							
8.4	TYPE	OF COMPANY/ FIRI	M					
		Partnership/Joint Ve One person busines						
		Close corporation	representations					
		Company						
		(Pty) Limited						
	[TICK	APPLICABLE BOX]						
8.5	DESC	RIBE PRINCIPAL BU	JSINESS ACTIVITIES					
8.6	COMPANY CLASSIFICATION							
		Manufacturer						
THE CON	_		Data	22				
Part C1: A	.greer	nent and Contract	vata					
Employe	er	Witness 1	Witness 2	Contractor		/itness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Supplier

8.7	☐ Other	ssional service provider service providers, e.g. transporter, etc. IBLE BOX] INFORMATION							
	Municipality where business is situated:								
	Registered	Account Number:							
	Stand Numb	per:							
8.8	Total number of years the company/firm has been in business:								
8.9	I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:								
	i) The info	ormation furnished is true and correct;							
	ii) The pre of this f	ference points claimed are in accordance with the General Conditions as indicated in paragraph 1 orm;							
	the con	vent of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, tractor may be required to furnish documentary proof to the satisfaction of the purchaser that the are correct;							
iv)		BBEE status level of contributor has been claimed or obtained on a fraudulent basis or onditions of contract have not been fulfilled, the purchaser may, in addition to any other by have –							
	(a)	disqualify the person from the bidding process;							
	(b)	recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;							
	(c)	cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;							
	(d)	recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the <i>audi alteram partem</i> (hear the other side) rule has been applied; and							
	(e)	forward the matter for criminal prosecution.							
WITNESSE	 ≣S								
4									
<u> </u>		23 ADDRESS							
Emple		Witness 1 Witness 2 Contractor Witness 1 Witness 2							



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

CONTRACT FORM - RENDERING OF SERVICES

MDB 7.2

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)					
I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the					
requirements and task directives / proposals specifications stipulated in Bid Number					
THE CONTRACT 24 Part C1: Agreement and Contract Data					



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

I confirm that I am duly authorised to sign this contract. NAME (PRINT) WITNESSES **CAPACITY SIGNATURE** NAME OF FIRM DATE: DATE THE CONTRACT 25 Part C1: Agreement and Contract Data

Employer

Witness 1



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

MBD 7.2

MBD 7.2								
MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM								
CONTRA	CT FORM - REND	EDING OF S	EDVI	^EQ				
CONTRA	CI FORIVI - RENDI	EKING OF 3	PERVI	CES				
as		your b	id	my under refere	capacity nce number			
datedfc								
in the annexure(s).								
An official order indicating service deliver	y instructions is for	thcoming. I						
DESCRIPTION OF SERVICE PRICE (ALL APPLICABLE TAXES DAT INCLUDED)			-	B-BBEE STATUS LEVEL OF CONTRIBUTIO N	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)			
I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.								
4. I confirm that I am duly authorize	ed to sign this contr	act.						
OLONED AT	ON		WI	ΓNESSES				
	SIGNED AT 1							
NAME (PRINT)			2					
SIGNATURE DATE:								
THE CONTRACT 26 Part C1: Agreement and Contract Data								
Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2								



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No					
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No					
	Companies or persons who are listed on this Database were informed in writing of this restriction by the							
	Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem							
	rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website							
	(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.							
4.1.1	If so, furnish particulars:	<u>l</u>						
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.							
4.2.1	If so, furnish particulars:							
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No					
4.3.1	If so, furnish particulars:							
	E CONTRACT 27 t C1: Agreement and Contract Data							



BID NO: RLM/DTIS/0066/2021/22

	Was any contract between the bidder and any account of failure to perform on or comply with	y organ of state terminated during the past five years on h the contract?	Yes	No
	If so, furnish particulars:			
	CI	ERTIFICATION		
INFO	E UNDERSIGNED (FULL NAME)RMATION FURNISHED ON THIS DECLARATION I	ECTIFICATION CERTIFY THAT THE FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN AD BE TAKEN AGAINST ME SHOULD THIS DECLARATION F	DITION	
	Name/s and surname of Bidder	Signature		
F	Position In the Firm/Company	Date		
	CONTRACT C1: Agreement and Contract Data	28		
	Employer Witness 1 Witness 2	Contractor Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

MBD9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 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.
- Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
 - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
 - 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

I, the undersigned, in submitting the accompanying bid:

THE CONTRACT

Part C1: Agreement and Contract Data						
	Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

29



BID NO: RLM/DTIS/0066/2021/22

	(Bid Number and Description)								
in respo	in response to the invitation for the bid made by:								
	(Name of Municipality / Municipal Entity)								
do herel	by make the following statements that I certify to be true and complete in every respect:								
I certify,	, on behalf of: that:								
	(Name of Bidder)								
1.	I have read and I understand the contents of this Certificate;								
2.	I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete every respect;								
3.	I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;								
4.	Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine								
	the terms of, and to sign, the bid, on behalf of the bidder;								
5.	For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:								
	(a) has been requested to submit a bid in response to this bid invitation;								
	(b) could potentially submit a bid in response to this bid invitation, based on their qualification abilities or experience; and								
	(c) provides the same goods and services as the bidder and/or is in the same line of business at the bidder								
6.	The bidder has arrived at the accompanying bid independently from, and without consultation, communicatio								
	agreement or arrangement with any competitor. However communication between partners in a joint venture								
	consortium³ will not be construed as collusive bidding.								
7.	In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communicatio								
	agreement or arrangement with any competitor regarding:								
	(a) prices;								
THE CONTRACT 30									
Part C1	1: Agreement and Contract Data								



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

Signature	Date
Position	Name of Bidder

THE CONTRACT Part C1: Agreemen	nt and Contract I	Data	31			
Employer	Witness 1	Witness 2		Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

SECTION 38: DECLARATION FORM						
2.2.22:						
Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price schedules and the preference points claimed are correct.	e in th	ne bid				
I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of Chain Management Policy inter alia:	of the S	Supply				
IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BE ANSWER SHOULD BE $\underline{\text{YES}}$. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS $\underline{\text{I}}$; THE				
Note that the Municipality's Procurement Section will verify the statements.						
we certify the following:						
No. CONTRACTUAL ISSUES 1. In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person	YES	NO				
prohibited from doing business with the Public Sector						
2. In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and						
taxes or Municipal service charges to any Municipality that is in any arrears for more than three						
(3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document						
3. In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform						
satisfactorily on a previous/previous contract/s with the Municipality or any organ of state						
4. In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for						
fraud or corruption during the past five (5) years 5. In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the						
Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt						
Activities Act, (Act No. 12 of 2004)						
SIGNATURE OF BIDDER DATE						
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS						
COMPANY NAME:						
PHYSICAL ADDRESS:						
TELEPHONE NUMBER:						
EMAIL ADDRESS:						
WITNESS 1: WITNESS 2:						
HE CONTRACT 32						
art C1: Agreement and Contract Data						

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



THE CONTRACT PART C1 : AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Pro Forma Guarantee

THE CONTRACT
Part C1: Agreement and Contract Data

Employer Witness 1 Witness 2 Contractor Witness 1 Witness 2



C1.1 Form of Offer and Acceptance

Offer

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

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:						
	Rand (in words); R					
(in figures)						
	ceptance part of this form of offer and acceptance and returning the period of validity stated in the tender data, whereupon the ditions of contract identified in the contract data.					
Signature	Date					
Name						
Capacity						
for the tenderer (Name and address of organization)						
Name and signature of witness						
Acceptance						
By signing this part of this form of offer and acceptance, the	ne employer identified below accepts the tenderer's offer. In					
THE CONTRACT Part C1: Agreement and Contract Data	34 C1.1 Form of Offer and Acceptance					



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

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

The terms of the contract, are contained in:

Part C1:	Agreements and	contract data.	(which includes t	his agreement)

Pricing data Part C2: Scope of work. Part C3: Site information Part C4:

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

Signature		Date	
Name			
Capacity			
for the Employer	Rustenburg Local Municipality Missionary Mpheni House c/o Beyers Naude & Nelson Mandela Drive Rustenburg		
Name and signature of witness		Date	
THE CONTRAP Part C1: Agre	ACT eement and Contract Data	35	C1.1 Form of Offer and Acceptance
Employer	Witness 1 Witness 2	Contractor	Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

Schedule of Deviations

Notes:

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here:
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject							
Details							
2 Subject							
Details							
3 Subject	i						
Details							
4 Subject	:						
Details							
5 Subject	:						
Details							
	NTRACT Agreemen	nt and Contract I	Data	36		Form of Offer a	C1.1 nd Acceptance
Emple	oyer	Witness 1	Witness 2		ontractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

	Appointment of a service provider tation infrastructure for the Rusten		
foregoing sch addenda thei	authorised representatives signing this ag nedule of deviations as the only deviations for reto as listed in the tender schedules, as well the tenderer and the employer during this process.	rom and amendments to the do I as any confirmation, clarificati	ocuments listed in the tender data and
issue of the	y agreed that no other matter whether in water documents and the receipt by the tender in the contract between the parties arising	nderer of a completed signed of	
for the tende	erer		
Signature		Date	
Name			
Capacity			
(Name and address of organization)			
Name and signature of witness			
for the Empl	oyer		
Signature		Date	
Name			
Capacity			
Missionary M	ocal Municipality pheni House aude & Nelson Mandela Drive		
Name and signature of witness		Date	
THE CONTI	RACT preement and Contract Data	37	C1.1 Form of Offer and Acceptance



> **CONTRACT PART C2: PRICING DATA**

C2.1 **Pricing Instructions** C2.2 **Bill of Quantities**

THE CONTRACT 38 C1.3 Part C1: Agreement and Contract Data **Contact Data**

Employer Contractor Witness 1 Witness 2

Witness 1 Witness 2



C2.1 **CONTRACT**PART C3: SCOPE OF WORKS

C3: Scope of Work

THE CONTRACT
Part C1: Agreement and Contract Data

C1.3
Contact Data

Employer
Witness 1
Witness 2
Contractor
Witness 1
Witness 2
Witness 1
Witness 2

C3: Scope of Work

1. BACKGROUND

The Rustenburg Local Municipality has a variety of pumps and pumpstations that are used to pump portable water, sewer and others are used at swimming pools and in air-conditioning plants

The Municipality requires the services of a reputable service provider/s to support the municipality in the functions of supply, repairs and maintenance of pumps and pumpstation infrastructure

Below is the inventory list of some of the types of pumps and their locations within the municipal area. The successful service provider will be required to conduct and asset verification process and provide the full inventory list of the pumps and pump stations.

RUSTENBURG LOCAL MUNICIPALITY PUMPS INSTALLED IN PUMPSTATIONS

TLHABANE UPPER PUMPSTATION		
DUMP TVPE	1/05	
PUMP TYPE	KSB	
PUMP MODEL	ETA 50-315	
MOTOR SIZE	7.5kW	
IMPELLER DIAMETER	317mm	
TLHABANE UPPER PUMPSTATION		
THE CONTRACT Part C1: Agreement and Contract Data	40 Contact D	C1.3 Data
Employer Witness 1 Witness 2	Contractor Witness 1 Witness	s 2



BID NO: RLM/DTIS/0066/2021/22

PUMP TYPE	KSB
PUMP MODEL	ETA 50-315
MOTOR SIZE	7.5kW
IMPELLER DIAMETER	317mm
TLHABANE LOWER PUMPSTATION	
PUMP TYPE	KSB
PUMP MODEL	ETA 100-40/50
MOTOR SIZE	45kW
IMPELLER DIAMETER	405/330
TLHABANE LOWER PUMPSTATION	
PUMP TYPE	KSB
PUMP MODEL	ETA 125-40
MOTOR SIZE	45KW
IMPELLER DIAMETER	330/298
THE CONTRACT 41 Part C1: Agreement and Contract Data	C1 Contact Date
Employer Witness 1 Witness 2	Contractor Witness 1 Witness 2



INDUSTRIAL PUMPSTATION	
PUMP TYPE	KSB
PUMP MODEL	ETA 150-50
MOTOR SIZE	110kW
IMPELLER DIAMETER	415mm
INDUSTRIAL PUMPSTATION	
PUMP TYPE	KSB
PUMP MODEL	ETA 150-50
MOTOR SIZE	110KW
IMPELLER DIAMETER	415mm
GEELHOUT	
PUMP TYPE	KSB
PUMP MODEL	ETA 125-40/50
MOTOR SIZE	75kW
IMPELLER DIAMETER	298/330
THE CONTRACT 42 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2	Contractor Witness 1 Witness 2



GEELHOUT	
PUMP TYPE	KSB
PUMP MODEL	ETA 125-40/50
MOTOR SIZE	75 KW
IMPELLER DIAMETER	298/330
CASHAN	
PUMP TYPE	KSB
PUMP MODEL	125-40/50
MOTOR SIZE	75kW
IMPELLER DIAMETER	298/330



BID NO: RLM/DTIS/0066/2021/22

_	
PUMP TYPE	KSB
PUMP MODEL	125-40/50
MOTOR SIZE	75 KW
IMPELLER DIAMETER	298/330
BOOSTER PUMP : WATER AND SANITATION	
PUMP TYPE	KSB
PUMP MODEL	ETA 100-40/50
MOTOR SIZE	45kW
IMPELLER DIAMETER	405/330
SAFARI TUINE BOOSTER PUMP	
PUMP TYPE	KSB
PUMP MODEL	ETA NORM 150-125-315
MOTOR SIZE	22kW
IMPELLER DIAMETER	uncomfirmed
THE CONTRACT 44 Part C1: Agreement and Contract Data	Contact
Employer Witness 1 Witness 2	Contractor Witness 1 Witness



HELEN JOSEPH	
PUMP TYPE	KSB
PUMP MODEL	ETA 125-40/50
MOTOR SIZE	75kW
IMPELLER DIAMETER	unconfirmed
HELEN JOSEPH	1
PUMP TYPE	KSB
PUMP MODEL	ETA 125-50
MOTOR SIZE	75 KW
IMPELLER DIAMETER	unconfirmed
CUCOO BOOSTER PUMP NO1	1
PUMP TYPE	ORBIT POWER PP 9602
PUMP MODEL	ORBIT POWER PP 9602
GEARBOX	E148 K2-225
MOTOR SIZE	37kW
IMPELLER DIAMETER	unconfirmed
THE CONTRACT 45 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2 C	Contractor Witness 1 Witness 2



CUCOO BOOSTER PUMP NO2 PUMP TYPE ORBIT POWER PP 9602 PUMP MODEL **ORBIT POWER PP 9602 GEARBOX** E148 K2-225 **MOTOR SIZE** 37kW IMPELLER DIAMETER unconfirmed **HOEP HOEP BOOSTER PUMP PUMP TYPE PENTAX PUMP MODEL** CM 32-250B **MOTOR SIZE** 14.4 KW IMPELLER DIAMETER unconfirmed

THE CONTRACT Part C1: Agreeme	nt and Contract [Data	46		C1.3 Contact Data
	NATI:	Mi		MG	Mile
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



PUMPS INSTALLED AT SWIMMING POOLS

MARAISSTREET	
PUMP TYPE	KSB
PUMP MODEL	ETA 50-315
MOTOR SIZE	7.5 KW
IMPELLER DIAMETER	229MM
MARAISSTREET	
PUMP TYPE	KSB
PUMP MODEL	ATE 100-250
MOTOR SIZE	7.5kW
IMPELLER DIAMETER	229MM
KARLIENPARK	
PUMP TYPE	KSB
THE CONTRACT 47 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2 Contract	ctor Witness 1 Witness 2



PUMP MODEL	ETA 100-250
MOTOR SIZE	7.5 KW
IMPELLER DIAMETER	F/S 9250)
MONAKATO	
PUMP TYPE	sUPERFLOW PUMP
PUMP MODEL	SUPERFLOW PUMP
MOTOR SIZE	1.1 KW
IMPELLER DIAMETER	
SEWER PUMPS	
MPHENI HOUSE	
PUMP TYPE	HCP PUMP
THE CONTRACT 48 Part C1: Agreement and Contract Data	C1.3 Contact Data



BID NO: RLM/DTIS/0066/2021/22

PUMP MODEL	80A FU23.7A
MOTOR SIZE	3.7 KW
IMPELLER DIAMETER	unconfirmed
MPHENI HOUSE	
PUMP TYPE	HCP PUMP
PUMP MODEL	80A FU 23.7A
MOTOR SIZE	3.7 KW
IMPELLER DIAMETER	unconfirmed
SAVANNA FALLS	
PUMP TYPE	ABS
PUMP MODEL	AFP 1035/ ME200/2
MOTOR SIZE	20 KW
IMPELLER DIAMETER	unconfirmed
SAVANNA FALLS	
THE CONTRACT 49 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2 Contract	tor Witness 1 Witness 2



BID NO: RLM/DTIS/0066/2021/22

PUMP TYPE	ABS
PUMP MODEL	AFP 1035/ME200/2
MOTOR SIZE	20 KW
IMPELLER DIAMETER	unconfirmed
MARIKANA	
PUMP TYPE	GORMAN RUPP
PUMP MODEL	T3A35-B F/M
MOTOR SIZE	11 KW
IMPELLER DIAMETER	STD
MARIKANA	
PUMP TYPE	KSB
PUMP MODEL	FNS-XA 150-26
SERIAL NUMBER	1529674
MOTOR SIZE	11KW
IMPELLER DIAMETER	STD
THE CONTRACT 50 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2 Contra	ctor Witness 1 Witness 2



CIVIC CENTRE CHILLER PLANT

COOLING TOWER	
PUMP TYPE	KSB
PUMP MODEL	FNS-XA 150-26
MOTOR SIZE	11 KW
IMPELLER DIAMETER	235MM
CHILLER PUMP 1	
PUMP TYPE	KSB
SERIAL NUMBER	68633/431
MOTOR SIZE	30 KW
IMPELLER DIAMETER	unconfirmed
CHILLER PUMP 2	
THE CONTRACT 51 Part C1: Agreement and Contract Data	C1.3 Contact Data
Employer Witness 1 Witness 2 C	Contractor Witness 1 Witness 2



PUMP TYPE	KSB
PUMP MODEL	FNS-XA 125-26
SERIAL NUMBER	6869
MOTOR SIZE	11 KW
IMPELLER DIAMETER	unconfirmed
BETHANIE PUMP STATIONS PUMP	NO1
BETHANIE PUMP STATIONS PUMP I	NO1 ETANORM 100-080-400
PUMP TYPE	ETANORM 100-080-400
PUMP TYPE PUMP MODEL	ETANORM 100-080-400 1504097
PUMP TYPE PUMP MODEL SERIAL NUMBER	ETANORM 100-080-400 1504097 0383200/161TB

Part C1: Agreeme	nt and Contract D		52		Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

TERMS OF REFERENCE: The Service Provider will be required to:

- 1. Have a workshop suitable to render the major repairs and work located in Rustenburg (A site inspection will be carried out at the facility to determine its fitness in terms of compliance.)
- 2. Have a big enough team of suitably qualified technicians/ artisans to render the service over the broad spectrum of the Municipal Area of the Rustenburg Local Municipality
- 3. Must have sufficient service vehicles to render the service needed.
- 4. Must have sufficient financial resources to be able to fund the extensive scope of work.
- 5. Supply, Repair and Maintain the following types of pumps currently in use in the Rustenburg Local Municipality:
- Centrifugal Pumps
- Submersible Pumps (including Boreholes)
- End Suction Pumps
- Reciprocating Pumps
- Peristaltic Pumps

6. The above mentioned pumps are located all around the Rustenburg Municipal area. These are found in municipal swimming pools, water and sewer pumpstations, municipal buildings and halls. The service provider to take in consideration the diverse scope of work.

SERVICE AND MAINTENANCE

Scheduled Maintenance

A routine maintenance program can extend the life of your pump. Make sure to keep maintenance records. These records will help pinpoint potential problems and causes. The service provider will be required to draw up a weekly and monthly pump station checklist for inspection purposes.

THE CONTRACT Part C1: Agreement and Contract Data		53		C1.3 Contact Data	
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



Routine Maintenance

Your scheduled routine maintenance should include the following items:

- Check for unusual noise, vibration and bearing temperatures.
- Inspect pump and piping for leaks.
- Check Mechanical Seal area for leakage.

No leakage is desired.

- · Check backplate gasket for wear/damage.
- Bearing lubrication (See motor manufacturer for correct specifications).
- · Seal Monitoring.

THE CONTRACT

- Vibration analysis
 Check v- belt tension
- Check discharge pressure.
- Temperature monitoring

NB. inspect the electrical panel for any warning lights or error messages and clear

The appointment will be made on the basis of supply chain compliance and functionality, the 80/20 will be applied upon receipt of the bids.

Part C1: Agreement and Contract Data		54		Contact Data	
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2

- 4

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BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

PRICING SCHEDULE LABOUR RATES

		LABOUR PER HOUR
MECHANICAL ARTISAN		
MECHANICAL ASSISTANT		
ELECTRICIAN		
PROJECT MANAGER		
	TOTAL	

THE CONTRACT Part C1: Agreemen	t and Contract Da	ıta	55		C1.3 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

PRICING SCHEDULE SERVICE RATES

PUMP TYPE	MINOR SERVICE/HOUR	MAJOR SERVICE/ HOUR	REPLACEMENT COST (PRICE OF THE PUMP)
KSB – ETA 50-315 7,5KW MOTOR			
KSB – ETA 100-40/50 45 KW MOTOR			
KSB – ETA 125-40 45KW MOTOR			
KSB – ETA 150-50 110KW MOTOR			
KSB – ETA 125-40/50 75KW MOTOR			
KSB – ETA NORM 150-125-135 22KW			

THE CONTRACT Part C1: Agreeme	nt and Contract D	ata	56		C1.3 Contact Data
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2



BID NO: RLM/DTIS/0066/2021/22

ORBIT POWER PP9602			
37KW MOTOR			
KSB FNS-XA 150-26			
11KW MOTOR			
GORMAN RUPP T3A35-B F /M			
11KW			
	TOTAL MINOR SERVICE /HOUR	TOTAL MAJOR SERVICE /HOUR	TOTAL REPLACEMENT COST
		GRAND TOTA	AL

THE CONTRACT Part C1: Agreement and Contract Data			7		C1.3 Contact Data	
Employer	Witness 1	Witness 2	Contractor	Witness 1	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

NB. GRAND TOTAL = TOTAL MINOR SERVICE RATE + TOTAL MAJOR SERVICE RATE + TOTAL REPLACEMENT COST

TOTAL BID PRICE = TOTAL LABOUR PER HOUR + GRAND TOTAL (SERVICE RATES AND REPLACEMENT)

	All prices should exclude vat .			
RLM does not bind itself to accept the lowes	st, or any, or porti	on of any bid, nor to give an	y reason for the rejection of any bid or portion of any bid.	
Signed at	on this	day of	2	
THE CONTRACT Part C1: Agreement and Contract Data	ı	58	C1.3 Contact Data	



BID NO: RLM/DTIS/0066/2021/22

Signature	Сараспу		
THE CONTRACT Part C1: Agreement and Contract Data	59	C1.3 Contact Data	
Employer Witness 1 Witness 3	Contractor Witness	Witness 2	



BID NO: RLM/DTIS/0066/2021/22

Appointment of a service provider(s) for the repairs and maintenance of pumps and pump station infrastructure for the Rustenburg Local Municipality for a period of 36 months

PRICE DECLARATION FORM

Employer

We confirm that this price covers all activities associated with the service, as called for in the RFP document. We confirm that RLM will incur no additional costs whatsoever, other than in respect of VAT, over and above this amount about the provision of this service.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of the required service when required to do so by RLM.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred about preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Name of Signatory:				_
Designation:				_
Signature:				
Date:				
For and on Behalf Of (Company Name):				
Tel No:				
Fax No:				
Cell No:				
The price escalation for the 2 nd and 3 ^r	^d year will be CP	X based.		
TENDER DRAWINGS		60		

Contractor

Witness 1

Witness 2