

O.R. TAMBO DISTRICT MUNICIPALITY



O.R. TAMBO
DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

APPOINTMENT OF TERM SUPPLIERS TO SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

APRIL 2021

Prepared for:

The Municipal Manager
O.R. Tambo District Municipality
Private Bag x 6043
MTHATHA
5100

Tel. No. (047) 501 6400

Prepared by:

Water Services Provision
O.R. Tambo District Municipality
Private Bag x 6043
MTHATHA
5100

Tel. No. (047) 501 6400

NAME OF BIDDER: _____

CSD SUPPLIER NO.: _____

EMAIL ADDRESS: _____

TENDER AMOUNT: _____

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

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T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced service providers for the SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

A clarification meeting with representatives of the client will take place on the **07th of May 2021 @10H00** at O.R Tambo District Municipality Offices, Foyer, Myezo Park

Completed tenders in black ink, in a sealed envelope and clearly marked with the "**Project number , project name and description**" must be placed in the tender box, Ground Floor, OR Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 Midday, Tuesday the 01st of June 2021.**

Invalid or non-submission of the following documents will render the tender disqualified

- Tax Clearance Certificates issued by SARS with pin code to verify tax status
- Valid Tax Verification issued by SARS
- Certified copies of the original Company documents issued by register of Companies.
- Certified copies of the original green bar-coded IDs of Members or directors
- JV agreement in where applicable in CIDB format (signed and initialled on each page)
- Proof of Registration with Central Supplier Database
- Proof of address with municipal services not owing more than 3 months

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed or other form of tender will be accepted.

ENQ: Mr L Mashiya 047 501 6400 / 6492 during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

Tenders will be evaluated in terms of the Supply Chain Management policy of the OR Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the OR Tambo District Municipality. A 80/20 point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	14
5	12
6	10
7	8
8	6
Non-compliant contributor	0

Received Responsive Bids will be evaluated based on the following criteria:

- Stage 1- Functionality

T2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

- Stage 2- Price and BBBEE Points

Only Bidders who score 60% or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	WEIGHT
STAGE 1 OF EVALUATION - FUNCTIONALITY	
Functionality	100
• Previous Experience	40
• Quality Certification	30
• Experience of the Team	30
STAGE 2 EVALUATION – PRICE & PREFERENTIAL POINTS	
Price	80
BBBEE POINTS	20
TOTAL	100

Joint Ventures will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such BBBEE scorecard is prepared for every separate tender.

PAX Dunywa

Acting Municipal Manager

T2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: SCMU 58-20/21

TENDERS ARE HEREBY INVITED FOR:

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **PROJECT NO: ORTDM SCMU 58-20/21 SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS** and be submitted in the tender box, Ground floor, O.R. Tambo District Municipality, Nelson Mandela Drive, O.R. Tambo House, Myezo, Mthatha, not later than the closing date and time as stated in the notice.

The lowest or any Bid will not necessarily be accepted and the O.R. Tambo District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the O.R. Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document	
Number	Heading
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T2.1	List of Returnable Documents
T2.2	Returnable Documents for tender evaluation purposes
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C2.1	Pricing Instructions
C2.2	Activity Schedule
C3	Scope of Work
C4	Site Information
C5	Additional Relevant Documents

T2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T1.2 TENDER DATA

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.

Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.

Clause Number	
F.1	General
F.1.1	The Client is: OR Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Contract</p> <p>Part 1 : Agreements and Contract data</p> <p>C1.1 Forms of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>Part 2 : Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part 3 : Scope of Work</p> <p>C3 Scope of Work</p> <p>Part 4: Site Information</p> <p>C4 Site information</p> <p>Part 5: Additional Relevant Documents</p> <p>Part 6: Contract Drawings</p>
F1.3	<p>Interpretation</p> <p>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 tender conditions.</p>
F.1.4	<p>Communication:</p> <p>Communication with all stakeholders shall be through the O.R. Tambo Municipality's Designated Official. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer</p>
	<p>Contact person: <u>Mr. L. Mashiya</u></p> <p>Tel: 047 501 6400 / 6592</p>
F.1.5	<p>The employer's right to accept or reject any tender offer</p>
F.1.5.1	<p>Reject or accept</p> <p>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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
F.1.6	<p>Procurement procedures</p>
F.1.6.1	<p>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.</p>
F.2	<p>Tenderer's obligations</p>
F.2.1	<p>CIDB Grading N/A</p>
F.2.2	<p>Cost of tendering</p> <p>Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright</p> <p>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.</p>

T2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a compulsory clarification meeting are:
	Date: 07 May 2021 Starting time: 10H00 am Location: O.R Tambo District Municipality Offices, Foyer, Nelson Mandela Drive, Myezo Park.
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.2.10	Pricing the tender
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.
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
F.2.10.3	State the rates and prices in South African Rand
F.2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
F.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Location of Tender box: Tender Box, ground Floor, OR Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape. Physical address: OR Tambo House, Myezo Park, Nelson Mandela Drive, Mthatha
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F.2.15	Closing time The closing times for submission of Tenders are 12H00 on Tuesday 01 June 2021.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.16	Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data.
F.2.17	Clarification of tender offer after submission The tenderer shall 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.

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.18	<p>Provide other material The tenderer shall, when requested by the Employer to do so, 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.</p> <p>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.</p>
F2.20	<p>Submit securities, bonds, policies Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> • Tax Clearance Certificates issued by SARS with pin code to verify tax status • Valid Tax Verification issued by SARS • Certified copies of the original Company documents issued by register of Companies. • Certified copies of the original green bar-coded IDs of Members or directors • Certified Copy of the B-BBEE Certificate or an original certified sworn affidavit of the B=BBEE status • JV agreement in where applicable in CIDB format (signed and initialed on each page) • Proof of Registration with Central Supplier Database • Proof of address with municipal services not owing more than 3 months
F.3	<p>The employer’s undertakings</p>
F.3.1	<p>Respond to requests from the tenderer</p>
F.3.1.1	<p>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.</p>
F.3.2	<p>Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.4	<p>Opening of tender submissions</p>
F.3.4.1	<p>The employer shall 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.</p>
F.3.4.2	<p>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.</p>
F.3.4.3	<p>The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.</p>
F.3.6	<p>Non-disclosure The client shall 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.</p>
F.3.7	<p>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.</p>
F3.9	<p>Arithmetical errors, omissions and discrepancies</p>

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.
F.3.9.2	<p>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:</p> <p>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:</p> <p style="padding-left: 40px;">ii) 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.</p>
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p>
F.3.10	<p>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.</p>

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.11

EVALUATION

Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality. The Bid Committees, Bid Evaluation Committee, Bid Adjudication and Accounting Officer with work on the evaluation of the tender. The lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the O. R. Tambo District Municipality.

The bids will be evaluated in two stages, namely:

Stage 1 – Functionality

Stage 2 – Price and B-BBEE Points

Stage 1 – Functionality will be evaluated as follows

Prequalification (Functionality) will be evaluated based on the following criteria (100)

NB: Only bidders who score 60 points or more will be evaluated further (i.e. stage 2) and therefore eligible for the award.

Stage 2 - Price and B-BBEE Points

Tender shall be scored on a 80/20 point system where 90 will be for the price and 10 points is in terms of B-BBEE status level of contributor as follows:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	14
5	12
6	10
7	8
8	6
Non-compliant contributor	0

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Category of Quality / Functionality	Max points provided
B1.1	Similar Projects	40
	Service provider must have completed 4 similar projects of a total of R2000 000.00 each. Copies of valid Stamped Completion Certificates with contactable references. No points will be awarded where Copies of stamped Completion Certificates with contactable have not been submitted with the Bid.	40
	Service provider must have completed 3 similar projects of a total of R1 500 000.00 each. Copies of valid Stamped Completion Certificates with contactable references. No points will be awarded where Copies of stamped Completion Certificates with contactable have not been submitted with the Bid.	30
	Service provider must have completed 2 similar projects of a total of R1000 000.00 each. Copies of valid Stamped Completion Certificates with contactable references. No points will be awarded where Copies of stamped Completion Certificates with contactable have not been submitted with the Bid.	20
	Service provider must have completed 1 similar projects of a total of R500 000.00 each. Copies of Stamped Completion Certificates with contactable references. No points will be awarded where Copies of stamped Completion Certificates with contactable have not been submitted with the Bid.	10
B1.2	Capacity of the Company	10
	Quality Certification <ul style="list-style-type: none"> • National Sanitation Foundation (NSF), ISO 9001 Certification, Other Good documented Quality Management System (QMS) • ISO 9001 Certification, Other Good documented Quality Management System (QMS) • Other Good documented Quality Management System (QMS) 	10 5 3
B1.3	Environmental Management Plan	10
	Environmental Management Plan must cover the following: PLANNING: Environmental aspects, Legal and other requirements, Objectives and targets, Environmental management programme(s), IMPLEMENTATION AND OPERATION: Structure and responsibility, Training, awareness and competence Communications, Documents control, Operational control Emergency preparedness and response CHECKING AND CORRECTIVE ACTION: Monitoring and measurement, Non-conformance and corrective and preventive action Records EMS audits	
B1.4	Occupational Health & Safety Plan	10
	Occupational Health & Safety Plan Purpose and scope; Reference documents; Definitions; Responsibilities; Objectives and targets; Planning and procedures; Implementation of the Occupational Health and Safety specification; Application of the Health and Safety specification; Compensation for Occupational Injury and Diseases; Occupational health and safety Policy; Hazard identification and risk assessment; General record keeping; Emergency procedures; Hazards and potentially hazardous situations;	10
B1.3	Experience of Project Team	30
	Qualified Project Manager with NQ7 Project Management (Attach CV with a certificate) (Attach CV & Certificate) (In case of foreign qualifications, please attach SAQA equivalent or certified proof thereof)	10

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Project Manager 4 years of experience 3 years of experience 2 years of experience 1 years of experience	10 7.5 5 2.5
	Analytic Chemistry Technician with N.Dip (Attach CV & Certificate (In case of foreign qualifications, please attach SAQA equivalent or certified proof thereof))	10
	4 years of experience 3 years of experience 2 years of experience 1 years of experience	10 7.5 5 2.5
	HAZCHEM Accredited Driver (Attach Driver’s License with PDP and Hazchem Accreditation) (Attach CV & Certificate (In case of foreign qualifications, please attach SAQA equivalent or certified proof thereof))	10
	4 years of experience 3 years of experience 2 years of experience 1 years of experience	10 7.5 5 2.5

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.13	Acceptance of tender offer
F3.13.1	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,</p> <p>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,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>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,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F3.13.2	<p>Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.</p>
F.3.14	<p>Notice to unsuccessful tenderers</p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: www.ortambodm.org.za by listing the successful tender.</p>
F.3.15	<p>Prepare contract documents</p> <p>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:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents,</p> <p>c) other revisions agreed between the employer and the successful tenderer, and</p> <p>d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.16	<p>Issue final contract</p> <p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>

T2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

T2.2 Returnable Documents required for Tender evaluation purposes		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

T2.3 Returnable Documents that will be incorporated into the contract		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Form 2.2.1 General Information of Tenderer
- Form 2.2.2 Authority of Signatory
- Form 2.2.3 Schedule of Previous Experience
- Form 2.2.4 Schedule of Current Projects
- Form 2.2.5 Declaration of good standing regarding tax
- Form 2.2.6 Certificate of Attendance at Site Meeting
- Form 2.2.7 Proposed Key Personnel
- Form 2.2.8 Schedule of Proposed Sub-consultants
- Form 2.2.9 Financial References
- Form 2.2.10 Declaration of interest

T2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:**

2. **Contact details**

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:**
(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**
(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**
(in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:**
(in case of a joint venture, provide for all joint venture members)

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

- 1. For Closed Corporations
Certified copies of CK1 or CK2 as applicable (Founding Statement)

- 2. For Companies
Certified copies of Shareholders register

- 3. ID copies
Certified ID Copies for members

- 4. For Joint Venture Agreements
Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

- 5. Copy of the latest municipal service account not older than 3 months where enterprise is registered

T2.2.18

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date).....

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation.
		Signature. Name Designation.
		Signature. Name Designation.
		Signature. Name Designation.

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL
OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON
COMPANY LETTERHEAD**

T2.2.21

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.3 SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.22

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

FORM 2.2.4	SCHEDULE OF CURRENT PROJECTS
------------	------------------------------

Provide the following information on current projects. This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX

<i>SOUTH AFRICAN REVENUE SERVICES</i>	Tender No:
	Closing Date:

**DECLARATION OF GOOD STANDING REGARDING TAX
PARTICULARS**

1. Name of Taxpayer/Tenderer:

2. Trade Name:

3. Identification Number: (If applicable)

4. Company / Close Corporation registration number:

5. Income Tax reference number:

6. VAT registration number: (If applicable)

7. PAYE employer's registration number: (If applicable)

8. Monetary value of Bid:

DECLARATION

I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) Have been satisfied in terms of the relevant Acts; or

(ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*

.....
SIGNATURE **CAPACITY** **DATE**

PLEASE NOTE: **The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.**

T2.2.24

<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>	<input style="width: 80px; height: 30px;" type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

ATTACH ORIGINAL
VALID TAX CLEARANCE CERTIFICATE

T2.2.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.6 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, (Name)

duly authorised representative of(Tenderer)

Address:

Date:

Visited the site on(date) in the presence of

.....

(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

T2.2.26

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

FORM 2.2.7 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personne1 (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

No	Name	Qualification	Designation	HDI Status	PR Number

Signature of the Tenderer: _____

Contractor

Witness 1

Witness 2

T2.2.27

Employer

Witness 1

Witness 2

FORM 2.2.8 SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB- CONTRACTORS

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.28

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.9 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

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

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i>									
ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i>									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.29

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH AUDITED
FINANCIAL STATEMENTS**

T2.2.30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.10 DECLARATION OF INTEREST

- 1. No tender will be awarded to any persons in the employment of the Organ of State or O.R. Tambo District Municipality
- 2. **Any person, having a kingship with persons in the employment of the Organ of State or O.R. Tambo District Municipality, including a blood relationship, may make an offer or offers in terms of this invitation to tender.** In the view of possible allegations of favouritism, should the resulting tender or part thereof, be awarded to persons connected with or related to persons in the employment of the Organ of State or O.R. Tambo District Municipality, it is required that the tenderer or their authorised representative declare their positions in relation to the evaluating/adjudication authority and/or take oath declaring his/her interest.
- 3. In order to give effect to the above, the following questionnaire must be completed by the tenderer and submitted together with the tender. **Note that the selected answer by the tenderer will be the one considered as a response to the questions**

3.1. Full Name:

3.2. Identity Number:

3.3. Company Registration Number:.....

3.4. Tax Reference Number:

3.5. Vat Registration Number:

3.6. Are you Presently in the service of the Organ of State or O.R. Tambo District Municipality
YES/NO

3.6.1. If so furnish particulars

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

3.7. Have you been in the employment of the Organ of State OR Tambo District Municipality for the past twelve months
YES/NO

3.7.1. If so furnish the particulars

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

3.8. Do you, have any close family members or persons in the employment of the Organ of State OR Tambo District Municipality and who may be involved with the evaluation and or adjudication of this tender
YES/NO

3.8.1. If so furnish the details

.....
.....

3.9. Are you aware of any relationship between the tenderer and any persons in the employment of the Organ of State OR Tambo District Municipality who may be involved with the evaluation and or adjudication of this tender
YES/NO

T2.2.31

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.9.1. If so furnish particulars

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

3.10. Are any of the company's directors, managers, principle shareholders or stakeholders in the employment of the Organ of State OR Tambo District Municipality

YES/NO

3.10.1. If so furnish particulars

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

3.11. Are any of your spouse, child or parent of company's Directors, Managers, Principle Shareholders or Stakeholders in the employment of the Organ of State OR Tambo District Municipality

YES/NO

3.11.1. If so, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES AND SURNAME)

CERTIFY (in the presence of Commissioner of Oaths) THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE O.R. TAMBO DISTRICT MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature of the Tenderer: _____

Commissioner of Oaths Stamp

T2.2.32

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T2.3 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Form 2.3.1 Record of Addenda to Tender Documents
- Form 2.3.2 Procurement Form

T2.2.33

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

(Addenda received from client’s representative for amendments on Tender Documentation)

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer:

Date:

Signature :

Full name of signatory:

T2.2.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

DEFINITIONS

“**Acceptable Tender**” means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

“**Council**” refers to the OR TAMBO DISTRICT Municipality.

“**Equity ownership**” refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

“**HDI equity ownership**” refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

“**Historically disadvantaged individuals (HDIs)**” means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 And 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

“**SMME’s**” (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

T2.2.35

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tender’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialled by the authorised person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tender or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tender who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tender that performance was unsatisfactory.

2. Size of enterprise and current workload

Evaluation of the Tender’s position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tender’s position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

4. Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Tender must affix an original valid Tax Clearance Certificate to page T2.2.9 of the Tender document.

T2.2.36

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Penalties

The O.R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tender.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O.R. Tambo District Municipality for a period of 5 years.

T2.2.37

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION

I/We the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the OR Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the OR Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the OR Tambo District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the OR Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

Signature of Tenderer

Signed at _____ on _____ day of _____ 2013

For the tenderer

WITNESSES:

- 1. _____
- 2. _____

T2.2.38

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Special Condition

T2.2.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Project: ORTDM SCMU 58-20/21: SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service provider in the Conditions of Contract identified in the Contract Data.

Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the tenderer	_____	
	(Name and address of organisation)	
Name & Signature Of Witness	_____	_____

Name			Date		
			T2.2.40		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service provider 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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

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 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, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the tenderer	_____	
	(Name and address of organisation)	
Name & Signature Of Witness	_____	_____
	Name	Date

T2.2.41

<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Contractor</i></p>	<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Witness 1</i></p>	<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Witness 2</i></p>	<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Employer</i></p>	<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Witness 1</i></p>	<div style="border: 1px solid black; width: 100px; height: 30px;"></div> <p><i>Witness 2</i></p>
---	--	--	---	--	--

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 becomes 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 _____ Details _____
4	Subject _____ Details _____
5	Subject _____ Details _____
6	Subject _____ Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

T2.2.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

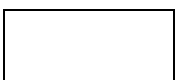
Name(s) _____

Capacity _____

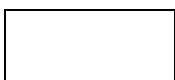
(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

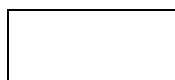
T2.2.43



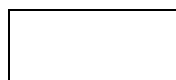
Contractor



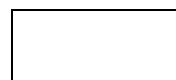
Witness 1



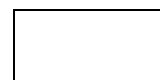
Witness 2



Employer



Witness 1



Witness 2

FORM C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

The contract data of this contract are:

- C1.2.1 Conditions of Contract
- C1.2.2 Data provided by the Employer
- C1.2.3 Data provided by the Service provider

T2.2.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.2 Data provided by the employer

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

The following contract specific data are applicable to this Contract:

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Clause 1.1.1.13:
The Defects Liability Period

Clause 1.1.1.14:
The time for achieving Practical Completion is **36 Months**.

Clause 1.1.1.15:
The name of the Employer is **O. R. Tambo District Municipality**

Clause 1.2.1.2:
The address of the Employer is: *Postal:* Private Bag x 6043, Mthatha 5100.

Physical: O.R. Tambo House, Nelson Mandela Drive, Mthatha 5100.

Tel: [047] 501 6400

Fax: [047] 532 4166

Clause 1.1.1.16:
The name of the Project Manager is **L Mashiya**

Clause 1.2.1.2:
The address of the Project Manager is ***Postal: Private Bag x 6043, Mthatha 5100***

Clause 5.3.2:
The time to submit the documentation required before commencement with Works execution is **14 days**.

Clause 5.6.1:
The Service provider shall deliver to the Project Manager as part of the documentation required before commencement with works execution in accordance with Clause 5.3.1, an initial programme of carrying out the works in order to meet the due completion date. Whenever the approved programme no longer reflects that actual progress will meet the due completion date, the Service provider shall deliver to the Project Manager an adjusted price


Clause 5.7.1:
Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice

Clause 5.8.1:
The non-working days are Sundays and Saturdays
The special non-working days are:
(1) public holidays


(2) The year-end break

Clause 5.11.1
In the event that the performance of the services has to be suspended on the grounds of Force Majeure, the period of performance shall be extended by the extent of the delay at no extra cost.


T2.2.45




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

The employer may relocate the Service provider to another ward within the same local municipality without any remuneration or compensation.

Clause 5.11.2

During the period of his inability to perform services as a result of an event of Force Majeure, the service provider shall not be entitled to any payment in terms of the contract.

Clause 5.13.1:

The penalty for failing to complete the Works is **R 1 000.00** per calendar per day.

Clause 5.16.3:

The latent defect period is **10 years**.

Clause 6.8.2

There contract price adjustment will not exceed 10% annually until the lapse of contract term

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **0%**

Clause 6.10.3:

The limit of retention money is **10%** if applicable

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **NIL**

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R10 million**.

Clause 9.2.1


The Employer may terminate the contract:

- a) Where the services are no longer required
- b) Where the funding for the services is no longer available
- c) If the service provider does not remedy a failure in the performance of his obligations under the Contract within 7 days after having been notified thereof by the employer.
- d) If the service provider becomes insolvent or liquidated; or
- e) If as a result of Force Majeure, the Service Provider is unable to perform part or the whole service for a period of thirty (30) days.
- f) Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice.


Clause 10.5.3

The number of Adjudication Board Members to be appointed is **one**.


T2.2.46




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

C1.2.3 Data to be provided by the Service provider

Clause 1.1.1.9 The name of the Service provider is: (insert legal name)

Clause 1.2.1.2 The address of the Service provider is:

Physical address _____

Postal Address _____

Telephone _____

Fax _____

Email _____

Tenderer's signature

Note A

The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.

T2.2.47

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

T2.2.48

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

**SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT
CHEMICALS FOR A PERIOD OF 36 MONTHS**

T2.2.49

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Consortium's profit and costs of general liabilities.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the tenderer has the right, under various circumstances, to payment for additional works carried out and that the Client is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the tenderer.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated.
4. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
5. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
6. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.
7. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill. The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.
9. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the service provider.
10. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

T2.2.50

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

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

11 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega Newton

T2.2.51

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 58-20/21

SUPPLY, DELIVERY AND OFFLOADING OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR A PERIOD OF 36 MONTHS

T2.2.52

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C2.2 BILL OF QUANTITIES

T2.2.53

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SPECIAL CONDITIONS OF TENDER

Technical & Safety Data

All tenderers must be able to provide proof that they do have the required equipment, experience and skills to meet the safety requirements involved in performing all the related duties associated with this contract. Tenderers are to enclose the following documentation/information with the tender documents:

- Material Safety Data Sheet
- Product Specification Sheet

Transportation and Storage Requirements:

Tenderers are to ensure that they fully comply with SABS 0231 and 0232 codes of practice regarding transportation of dangerous goods.

Proof of Registration/Clearance in respect of storage and transportation of chemicals products tendered for is to be submitted. It is a requirement that the suppliers storage facilities are to fully comply with regulations pertaining to the storage of these commodities.

Modification of any applicable Terms and Conditions of this contract must be mutually agreed between the parties and reduced to writing.

All services provided must comply and be in accordance with pertinent laws and policies of the Government.

Delivery and Packaging

Unless otherwise stated by the contractor, packing material, bags or containers shall be deemed to be included in the tendered price.

The risk of all goods purchased by the ORTDM as a result of this tender shall remain with the contractor until such goods have been duly delivered and the signature of an approved signatory has been obtained and a copy of the signed delivery notification left with the signatory.

Proof of Registration/Clearance in respect of storage

It is a requirement that the suppliers storage facilities are to fully comply with regulations pertaining to the storage of these commodities.

Method of Call Off

Requirements will be "called off" against the contract on an "as and when required" basis during the contract period.

Actual required quantities will be ordered by means of official purchase orders. On receipt of our purchase order, the delivery process is to commence.

T2.2.54

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C3:

SCOPE OF SUPPLIES

1. Employer's objectives

To ensure an uninterrupted supply of Water Treatment Chemicals for various Water and Wastewater Treatment plants in the O.R. Tambo District Municipality.

2. Description of supplies

Supply, delivery and offloading of Water Treatment Chemicals for various Water and Wastewater Treatment Plants. The water treatment chemicals must be suitable for potable water and wastewater quality treatment and capable of satisfactorily treating water to the O.R. Tambo District Municipality Standards which are available on request.

The preferred method of product supply for this contract is on a call down approach. Requirements will be "called off" against the contract on an "as and when required" basis during the contract period.

Actual required quantities will be ordered by means of purchase orders. On receipt of our purchase order, the delivery process is to commence.

3. Extent of the supplies

Strategic Stockholding Requirements

The quantities listed on the pricing schedule are estimates but should not be considered as binding. The successful supplier is required to hold stock of raw material, equivalent to a single month supply, based on average usage of product by the sites, at his premises and costs. The O.R. Tambo District Municipality reserves the right to audit the stock holding of the raw material at the successful supplier's premises, at any time during the contractual period. Should this ever drop to a level below one month of stock, the O.R. Tambo District Municipality is to be immediately notified.

Should the contractor for whatever reason be unable to supply one or more of the products, then the contractor would first be expected to purchase equivalent product from other manufacturers and to supply such to the ORTDM, at the contracted prices. Alternatively, it is accepted that the ORTDM reserves the right to purchase a similar product from alternative sources and to recover the difference in price paid from the contractor.

4. Applicable national and international standards

The successful supplier must be NSF or ISO 9001 accredited.

5. Particular specifications

Specification:

Approval for use of a tenderers products will be considered only if documentation is produced stating, to the satisfaction of the ORTDM, that the use of the product in potable water has the approval of the South African Department of Health and Welfare, or any other recognized and approved authority such as International bodies the NSF, USEPA, EU and WHO.

6. Specific requirements

As in 3, 4 and 5 above.

7. Delivery


7.1 Delivery must include the offloading and storage at each works.

7.2 Lead Time

The delivery lead-time from the date of receipt of the order shall be **no more than five working days.**

7.3 Time of Delivery


T2.2.55




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

Deliveries to reach sites during normal working hours between the hours of 08h30 and 14h00, unless otherwise agreed to by the Superintendent of the Works.

7.4 Penalty on late delivery

In the event of a cost being incurred due to late delivery, this will be for the account of the supplier.

7.5 Certificate of Analysis

A certificate of analysis must accompany each delivery, failing which; the delivery will not be accepted.

8. Certification

Transportation of Bulk Chemicals for Deliveries

- a) The vehicle driver must be a Certified Hazchem Driver
- b) The vehicle used for delivery of chemicals must be adequately equipped to off-load chemicals at the delivery point.
- c) The vehicle must also be in sound operational condition to ensure no leakage of chemical, oils and other undesirable substances when delivering or transporting chemicals to site.
- d) The vehicle is to be clearly marked and carry all necessary safety equipment to ensure that off-loading can be conducted in a manner that will not endanger the environment or personnel.
- e) Non-compliance with the above will render the supplier in breach of contract and any remedial work arising from such situation will be for the supplier's account.
- f) The successful supplier must provide emergency contact details of a responsible person who can deal with any situation arising from a delivery or any other problem directly linked to the use of the chemical supplied.
- g) Non-compliance with clause c shall render the vehicle unfit to enter the premises. The successful supplier however, will still be responsible to ensure that the product is delivered.

9. Quality plans and control

Suppliers must provide a quality control certificate for each batch delivered on site during the contract.

The penalty for non-conformance is stipulated in section 5 under the Specifications. It must be clearly understood that should, in the opinion of the O.R. Tambo District Municipality, the chemical being supplied be found at any stage of the duration of the contract to be ineffective in treating the water to the standards specified herein, the O.R. Tambo District Municipality reserves the right to buy in any other chemicals necessary to ensure the satisfactory operation of the water treatment process. Any increase in price as a result of such change will be for the Supplier's account.

Following such a change in chemical dosage, the onus will be on the Supplier to demonstrate to the O.R. Tambo District Municipality that his chemicals are once again capable of treating the raw water satisfactorily.

In instances of transgression of a more serious nature, should the ORTDM during the contract period for any reason regard the Contractor's Service levels and performances against this contract as being inadequate and not to its satisfaction, the details will be reduced to writing, clearly headed "Inadequate Performance" and sent to the Contractor. In the event that the Contractor is unable to remedy any complaints to the ORTDM's satisfaction within fourteen (14) days of such notice of inadequate performance, the ORTDM reserves the right to immediately cancel this contract. Notice of cancellation shall either be by fax or in writing.

10. Procurement

Not applicable

11. Format of communications

The Successful Supplier must visit the relevant sites of the O.R. Tambo District Municipality Works on a monthly basis. The purpose of the site visit is to review the supplier's performance in terms of the contract and to evaluate chemical usage and make recommendations.

T2.2.56

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12. Forms of contract administration

Not applicable

13. Electronic Payments

The services provider shall complete SUPPLIERS' DATABASE REGISTRATION FORM after the award of the contract.

14. Bonds and guarantees

Not applicable

15. Payment Terms

Payment Terms are detailed in Clause 57 of the ORTDM Supply Chain Management Policy i.e. 30 days after approval by the ORTDM Municipal Manager. Should these terms not be acceptable, the tenderer is to state its required payment terms in its tender document, for consideration by the ORTDM.

16. Insurance provided by the employer/supplier

Public Liability Cover to the value of R10million per incidence is required for this contract.

17. Health and Safety Requirements

17.1 Container Equipment

Any receptacles and/or vessels for containing chemicals supplied such as tankers, cylinders or drums:

- Must be delivered in Leak Proof/undamaged condition
- Any leaking/damaged containers to be immediately removed and replaced after notification to the supplier by the Employer
- All costs incurred resulting from leaking containers will be for the successful supplier's account.

17.2 Handling of Hazardous Chemical Substances.

17.2.1 Compliance with Legislation.

The Successful Supplier must act strictly in compliance with the Occupational Health and Safety Act 85 of 1993 and specifically with Regulation 7 of the General Administrative Regulations of the Occupational Health and Safety Act 85 of 1993.

Subject to provisions of Section 10 (3) and (4) of the Act, every person/supplier who manufactures, imports, sells or supplies any hazardous chemical substance for use at work shall as far as reasonably practicable provide the party receiving such substance, free of charge with a material safety data sheet containing all the information as contemplated in either ISO11014 or ANSIZ400.1. 1993 with regard to: -

- a) Product and company identification;
- b) Composition /information or ingredient;
- c) Hazards identification;
- d) First-aid measures;
- e) Fire-fighting measures
- f) Accidental release measures
- g) Handling and storage
- h) Exposure control /personal protection
- i) Physical and chemical properties
- j) Stability and reactivity
- k) Toxicological information
- l) Ecological information

T2.2.57

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21 Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

- m) Disposal consideration
- n) Transport information
- o) Regulatory information; and
- p) Other information.

17.2 Subject to the provisions of section 11 (1)(2)(3) of the Hazardous Chemical Substances Regulations of the Occupational Health & Safety Act 85 of 1993, all contractors will ensure that the exposure of an employee is adequately controlled.

T2.2.58

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C.2
PRICING DATA**

PRICING INSTRUCTION AND PRICE SCHEDULE

**C.2.1
PRICING INSTRUCTION**

The Pricing Schedules list all items that are required under this contract and suppliers are required to complete the pricing schedule contained in the pricing instruction to evaluate service providers on price.

The suppliers shall provide prices (VAT INCLUSIVE) for items listed in the table.

Prices must remain firm for a 12-month period and thereafter, will be subject to PPI escalation, on the anniversary of the contract.

Transport costs will be subject to change on a 6 monthly basis and in line with SEIFSA TABLE L 1.

A 30 day notice period prior to price increases is required.

T2.2.59

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICE SCHEDULE

Item	Description	Units	Rate	Amount
1	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 1: Kibbled, in 50kg bags	kg		
2	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 2: Granular, in 50kg bags	kg		
3	Aluminium Sulphate, Technical grade IV (solids) in accordance with the latest issue of SABS specification 1241, Type 3: Powder, in 50kg bags	kg		
4	Calcium Hypochlorite, 70% chlorine, type 1, granular, in accordance with the latest issue of SABS specification 295 but excluding the test for loss of availability chlorine. In 4.5 kg plastic bags	kg		
5	Calcium Hypochlorite, 70% chlorine, type 1, granular, in accordance with the latest issue of SABS specification 295 but excluding the test for loss of availability chlorine. In 25kg plastic drums.	kg		
6	Chlorine gas in accordance with the latest issue of specification CKS 6. In 70 kg cylinders	kg		
7	Chlorine gas in accordance with the latest issue of specification CKS 6. In 925 kg tanks	kg		
8	Soda Ash (Sodium Carbonate), Technical, in accordance with the latest issue of CKS specification 17, but excluding the test for loss of available chlorine. Type 1 Light Powder (Light Ash). In 25kg containers	kg		
9	Soda Ash (Sodium Carbonate), Technical, in accordance with the latest issue of CKS specification 17, but excluding the test for loss of available chlorine. Type 2 Light Granular. In 50kg containers	kg		
10	Sodium Hexamethaphosphate (NaPO3), soluble, to contain not less than 67% phosphate, calculated as P2O5 (phosphorous oxide). In 20kg polythene-lined paper bags	kg		
11	Sodium Hypochlorite for Industrial use, 15% chlorine content, in accordance with the latest issue of SABS specification 296. In 20 litre carboys or plastic containers packed in crates. For quantities of less than 250 litre	l		
12	Sodium Hypochlorite for Industrial use, 15% chlorine content, in accordance with the latest issue of SABS specification 296. In 20 litre carboys or plastic containers packed in crates. For quantities of less than 250 litre and over	l		
13	Water Flocculation Agent, "Floccotan" or similar or equal, based on wattle extract. In 50kg container. Minimum Rd value 1.02	kg		
14	Water Flocculation Agent, "Floccotan" or similar or equal, based on wattle extract. In 50kg container. Minimum Rd value 1.05	kg		
15	Ferric-Chloride (FeCl3) 42% m/m (should not contain iron in the ferrous form) according to CKS 645. In carboys of 30kg.	kg		
16	Ferric-Chloride (FeCl3) 42% m/m (should not contain iron in the ferrous form) according to CKS 645. In carboys of 305kg.	kg		

T2.2.60

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

Item	Description	Units	Rate	Amount
17	Ferric-Sulphate. The mixture should contain 10% Fe3+ m/v and not more than 5g Fe2+ per kg Fe3+ according to CKS 644. In 200 litre drums	l		
18	Lime, Hydrated, type 1, grade 11 in accordance with the latest issue of SABS specification 459. Light brown (In 25 kg bags)	kg		
19	Lime, Hydrated, type 1, grade 11 in accordance with the latest issue of SABS specification 459. White (In 25 kg bags)	kg		
20	Poly-Electrolyte consisting only of amines and/or quaternary ammonium derivatives. In 200 litre drum	240KG		
21	Poly-Electrolyte consisting only of amines and/or quaternary ammonium derivatives. In bulk	KG		
22	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. In 200 litre drum	KG		
23	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. In bulk	KG		
24	Poly-Electrolyte consisting of acrylate or acrylic acid derivatives. 240Kg Drums	KG		
25	Disinfecting Liquid Hand Washing Soap 25l	KG		
26	HTH Industrial Chlorine chips (In 25 kg plastic drums)	kg		
27	High grade coarse salt for water softeners (In 50 kg bags)	kg		
28	Aluminium Sulphate(Granular)in 50 kg	kg		
29	Aluminium Sulphate(Granular)in 25 kg	Kg		
30	Aluminium Sulphate(Powder)in 50 kg	Kg		
31	Poly Electrolite - Thprnhill/Rosedale(High Turbidity)	Kg		
32	Soda Ash - Light in 50 kg	Kg		
33	Soda Ash - Dense in 50 kg	Kg		
34	Sodium Hypochlorite in 31 kg Polycans	Kg		
35	Sodium Hypochlorite in Bulk	Kg		
36	Lime, Hydrated- Brown	Kg		
38	Lime, Hydrated- White	Kg		
39	Silver Nitrate Powder 500g	Bottle		

T2.2.61

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

Item	Description	Units	Rate	Amount
40	Calcium Hypochlorite (Chlorine granular) 25 kg	Kg		
41	Calcium Hypochlorite (Chlorine Chips) 25 kg	Kg		
42	Chlorine tablets in 24 kg boxes	Box		
43	HtH reusable Stabilized Chlorine floaters	Ea		
44	Hth Stabilized Chlorine tablets	Pack		
45	Fatking in 45g Satchet	Pack		
46	Biolake	Pack		
47	Pitking	Pack		
48	Release gel	pack		
49	Idexx sColilerts 18- 200 Per Box	Box		
50	Idexx Quanti Tray 100 Per Box	Box		
51	Idexx 0mℓ Pre Sterilised Vessels with Thiosulphate (Box Of 200)	Box		
52	Pierceable En417 Gas Catridge (200) 190g	Unit		
53	Disinfecting Liquid Hand Washing Soap 25ℓ	Bottle		
54	Extran Liquid Soap For Glassware 25ℓ	Bottle		
55	Potassium	Kg		
56	Alcohol Thermometers	Unit		
57	Min-Max Thermometer	Unit		
58	HTH Reusable Stabilised Chlorine Floater capable of treating up to 70 000 litres of water	No		
59	HTH Stabilized Chlorine Tablets floater refill	Box		
60	Percentage mark-up on items approved by client not listed on rates on term contracts	%		

T2.2.62

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 58-20/21Supply, Delivery and Offloading of Water and Wastewater Treatment Chemicals for a period of 36 Months

Item	Description	Units	Rate	Amount
	Subtotal			
	VAT			
	Total			
	Transport rate (Rand/ ton)			

Note:

All items tendered for must be suitable for use in site specific water treatment.
 Standard unit cost preferred irrespective of delivery point.
 Please quote delivery lead time (in working days) after receipt of call off order.....

ALL QUOTED PRICES MUST INCLUDE DELIVERY AND VALUE ADDED TAX

NAME OF COMPANY _____

AUTHORIZED SIGNATORY _____

DESIGNATION/POSITION IN COMPANY _____

DATE _____

T2.2.63

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SITE INFORMATION

T2.2.64

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part C4: Site Information

The contract is applicable to the following areas:

- King Sabata Dalindyebo Municipality
- Nyandeni Municipality
- Mhlontlo Municipality
- Port St John's Municipality
- Ngquza Hill Municipality

All delivery vehicles must be free from oil leaks as any vehicle with leaks will be denied access to the respective water treatment works sites located in the abovementioned municipalities. The delivery hours will be Monday to Friday from 08h30 to 16h00.

All suppliers delivering to our sites must adhere to the O.R. Tambo District Municipality Security Procedures.

Typical chemical usage at the above listed water treatment works are listed in the following table. Tenderers are to note that these quantities are estimates and the ORTDM will not held liable for any discrepancy between these details and actual quantities that may be determined on site during the course of the contract.

Scheme Name	Source	Plant Capacity	Type of chemical and usage
Nyandeni			
Corana Regional Scheme	Corana Dam	18l/s	Polyelectrolyte (16 kg/day) HTH (5 kg/day)
Mhlanga Regional Scheme	Mhlanga Dam	45l/s	Polyelectrolyte (40 kg/day) Chlorine Gas (12 kg/day)
Lutsheke -27villages	Ngqeleni dam	50l/s	Polyelectrolyte (43 kg/day) Chlorine Gas (13 kg/day)
Ngqeleni Water works	Nzwakazi dam/ Mngazana	5.2l/s	Polyelectrolyte (4.3 kg/day) Chlorine Liquid (1.3 kg/day)
Lwandile Water supply	mdumbi river	5l/s	Polyelectrolyte (4.3 kg/day) HTH Granules (1.3 kg/day)
Port St Johns			
Mzimvubu Regional scheme - Tombo	Mngazi river	17l/s	Polyelectrolyte (15 kg/day) HTH Granules (4.4 kg/day)
PSJ Water supply	mngazi/ bulolo dam	25l/s	Polyelectrolyte (22 kg/day) Chlorine Gas (6.5 kg/day)
Mdlankala Regional scheme	Ntafufu river	18l/s	Polyelectrolyte (16 kg/day) HTH Granules (4.7 kg/day)
Mhlontlo			

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

Mvumelwano Regional Scheme	Tsitsa River	36l/s	Polyelectrolyte (31 kg/day) HTH Granules (9.3 kg/day) Iodite Salt (15.5 kg/day)
Sidwadweni Regional Scheme	Nqadu Dam	31l/s	HTH Granules (8 kg/day) Soda Ash (16 kg/day) Aluminium Sulphate (80 kg/day)
Upper Cuunca Regional Scheme	Cengcane stream	28l/s	Polyelectrolyte (24 kg/day) HTH Granules (7.3 kg/day) Iodite Salt (12 kg/day)
Tsolo Scheme	Xhokonxa River and Tikitiki spring		HTH Granules (3.1 kg/day) Soda Ash (6.2 kg/day) Aluminium Sulphate (25 kg/day)
King Sabata Dalindyebo			
Mthatha Regional	Mthatha Dam	80ML/d	Polyelectrolyte (400 kg/day) Chlorine Gas (150 kg/day)
Mhlahlane Scheme	Mabheleni Dam	2.16 ML/d	Polyelectrolyte (20 kg/day) Chlorine Gas (6.5 kg/day)
Rosedale Scheme	Mthatha Dam	1.6 ML/d	Still on construction
Mqanduli Scheme	Manqondo River	1 ML/d	Aluminium Sulphate (25 kg/day) Liquid Chlorine (3.1 kg/day) Lime (5.2 kg/day) Chlorine tablets (3.1 kg/day)
Coffee Bay Regional	mthatha river	1.75 ML/d	Polyelectrolyte (18 kg/day) HTH Granules (5.2 kg/day)
Qingqolo water supply	qingqolo weir	3L/S	HTH Granules (0.8 kg/day)
Ingquza Hill LM			
Lusikisiki Regional Scheme	Xura River	32l/s	Polyelectrolyte (27 kg/day) Chlorine Gas (8.3 kg/day)
Flagstaff Regional	Jadu Weir	13l/s	Aluminium Sulphate (30 kg/day) Soda Ash (6.7 kg/day) HTH Granules (3.4 kg/day)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2