



BID DOCUMENT

Supply and Delivery of Equipment and Material for Wholesalers & Retailers

BID NO: WMM-LM 12/03/26/01 WRM

CLOSING DATE & TIME:	30 March 2026
COMPULSORY BID MEETING:	N/A

Documents to be emailed to tenders.scm@mbizana.gov.za

Issued and Prepared by:

Winnie Madikizela Mandela Local Municipality

P.O. Box 12

Bizana

4800

The Municipal Manager: L. Mahlaka

Contact Person: N. Mafumbatha

Tel: 039 2510 230

LETTER OF CONSENT

Business Name and Address

The Municipal Manager
Winnie Madikizela-Mandela Local Municipality
P.O. Box 12
Bizana
4800
Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid.

I/we (Name and Surname of Company Representative/s) _____ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to theWinnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way. The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.

Signature: Date:

Name and Surname (Witness)Signature:Date.....



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY
ADVERT**

No	PROJECT NAME	CONTRACT NUMBER	CLOSING DATE
1	Supply and Delivery of Equipment and Material for Wholesalers & Retailers	WMM-LM 12/03/26/01 WRM	30 March 2026 @12h00

Bids are hereby invited from suitably qualified and accredited service providers who are interested to submit their tender responses for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.

Bid documents are available to be downloaded from e-tender portal website on www.etenders.gov.za at no cost

Bids should score a minimum of 70% points on the functionality evaluation in order to be considered for further evaluation.

Bids will be evaluated on the **80/20** preferential points system

Failure to submit the following document(s) completed in full will render the bid not responsive:

- A completed original document issued by the municipality
- CIPC Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- A valid Tax PIN printout provided by SARS
- Fully completed and signed bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4, MBD 8 and MBD 9
- A signed certification/letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and no account has not been declared as well as proof thereof.
- Evaluation Criteria: 80 = Price, 20 = Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, valid Tax Pin printouts of all partners should be submitted as well as a signed agreement by all parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned Project is 100%

Advert Date: 13th March 2026

Publication: Local/Provincial Newspaper, Municipal Website, e-tender portal.

Closing Date: All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than the date and time stated above after which they will be opened.

The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so, your tender may not be considered. Any unsigned alterations in the BOQ/Quotation/Pricing schedule to the tender document shall render the submission invalid.

The municipality will not consider any bids over R1 million from bidders who have not registered for VAT or submitted proof that they have registered before the closing date of the bid/s in this notice.

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Senior Manager: Development Planning, Ms Mafumbatha @ 082 370 7201 during working hours
Email: mafumbathan@mbizana.gov.za Supply Chain Management related enquiries, please contact Mr Z. Khala at 079 886 0942 email: khalaz@mbizana.gov.za / info.scm@mbizana.gov.za during working hours

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Mr. L. Mahlaka
Municipal Manager

**MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)

BID NUMBER:		CLOSING DATE:	CLOSING TIME:	
DESCRIPTION				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE
EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER
REQUIREMENTS

TENDERS.SCM@MBIZANA.GOV.ZA for tenders above R300 000 inclusive of VAT

OR

QUOTES.SCM@MBIZANA.GOV.ZA for quotations below R300 000 but above R30 000 inclusive of VAT

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	☐ Yes ☐ No	MILITARY VETERAN	☐ Yes ☐ No

[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]

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 DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E -FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ABBREVIATIONS USED:

Client	- Winnie Madikizela Mandela Local Municipality
DP	- Department of Development Planning
PSP	- Professional Service Provider

1. SCOPE OF WORK for the PSP

The scope of work required for the contract includes but is not limited to:

- a) supply & delivery of Equipment and material for Wholesalers & Retailers

PROJECT SETUP

- a. establishment of the programme and time frames of the project;
- b. ensure the successful implementation of the project

PLANNING

- 1) Ensuring that all the stakeholders are informed about the start and the end of the implementation of the project.
- 2) It is advisable that whenever an PSP enters into an agreement of sale, a cession must be done to protect both parties (seller and buyer)
- 3) Overall responsibility is to ensure that preliminary technical design where required or any other information that may be required for the successful completion of the project;
- 4) Proposed Methodology

2. ACCOUNTABILITY

The PSP is accountable to the Client for the execution of the Scope of Work detailed in the Terms of Reference.

1 Bids will be evaluated based on the following criteria for Functionality

	CRITERIA	WEIGHTING											
1. Experience	- Previous Experience in supply & delivery of similar items or Equivalent: 0 – 1 years (10) 2 - 3 Years and more (20) <i>Bidder must provide a signed appointment letter / Purchase order for Supply and delivery to Government Institution, must be accompanied by signed Client's confirmation of delivery or reference letter not older than 3 months.</i> <i>NB: Purchase orders/ appointment letters & confirmation of delivery will be verified.</i>	20											
	Experience. Must provide appointment letter of supply & delivery work done of a minimum of R300 000 <table> <tr> <td>One</td> <td>appointment letter</td> <td>(10)</td> </tr> <tr> <td>Two</td> <td>Appointment Letter</td> <td>(20)</td> </tr> <tr> <td>Three</td> <td>Appointment Letters</td> <td>(30)</td> </tr> <tr> <td>Four and more</td> <td></td> <td>(40)</td> </tr> </table> <i>Bidder must provide a signed appointment letter / Purchase order for supply and delivery to Government Institution, must be accompanied by signed Client's confirmation of delivery or reference letter not older than 3 months.</i> <i>NB: Purchase orders/ appointment letters & confirmation of delivery will be verified.</i>	One	appointment letter	(10)	Two	Appointment Letter	(20)	Three	Appointment Letters	(30)	Four and more		(40)
One	appointment letter	(10)											
Two	Appointment Letter	(20)											
Three	Appointment Letters	(30)											
Four and more		(40)											
2. Capacity to Deliver	Must provide a signed written Commitment to deliver within 3weeks	10											
	Bidder to provide a written proof / guarantee from a Bank / accredited funder confirming the availability of funds when the bidder is successful exceeding R500 000.00 after publication date. <i>(10) Points). NB: Verification may be done</i>	10											
	Methodology - Scope of work (5) - Quality Management (5) - Risk Management (5) - Reporting (5)	20											
	GRAND TOTAL	100											

Bidders should score 70% of the functionality to proceed to the next stage.

Bidders must ensure that their reference letters are verifiable.

Bidders must ensure that only official email addresses are used and that name and position of signatory are clearly stated

PRICING SCHEDULE

No	Item and description	quantity	Unit Price	Total
1.	Chest Freezer KCG575 537L	1		
2.	Microwave oven EM25 25L Black	1		
3.	Water Tank Green 5250LT	1		
4.	Tape THREAD PTFE BI	2		
5.	BI WALL & Ceiling White 20L	2		
6.	Paint Roller Set EEZYPILE 225mm	1		
7.	Paint PN 20L Kalahari	1		
8.	BI Plaster Primer Contr 20LT wht	1		
9.	Paint Brush 75mm Ebony	1		
10.	Condere -Hand Blender	1		
11.	Condere -URN 28L	1		
12.	Trestle Table White	1		
13.	2 Burner Gas Stove S/Steel (RH-2650)	1		
14.	Gas Cylinder 5KG	1		
15.	Fridge -DAC 447 (C300) Fridge -Metallic	1		
16.	Chest Frezzer-DMF511 (CF185) -White	1		
17.	Pot Set BV 10PCNW7	1		
18.	Knife Wooden Handle 5”k505	6		
19.	Potatoes’ Chopper 12x12 JSPC01	1		
20.	Electric Fryer Ch 6Lt Single	1		
21.	Fridge-KBF635GR Grey	1		
22.	Microwave -30L Silver Mirror	1		
23.	Air fryer -DAF2347MRG 4.7L Manual Black	1		
24.	OIL paint 20L	2		
25.	Chest Freezer 537L White KCC575WH	1		
26.	Chaffing Dish CB RC Silver 723c1	1		
27.	Chaffing Dish B10390	3		
28.	SS Rice Spoon Flat	5		
29.	Microwave 30L DMO390 Metalic	1		
30.	Chest Freezer 279L White KCG305Wh	1		
31.	High Surge TV Safe Adaptor	1		
32.	Freezer DMF470 CF210HC ECO W 195L *M*	1		
33.	Bennett Read 30LT 2Plate Mini Oven *M*	1		
34.	PVC Ceiling P/Box 10’S BSL 070	2		
35.	Cornice Elegant PR03 2.5M 4’S	2		
36.	Branderings 4.2M Untreated	20		
37.	D/WALL SCR 3.5x32MM (1000)	1		
38.	Supa PVA Cream 20LT Economical water based acrylic paint	1		
39.	Cement Black 42.5R **SPECIAL**	3		
40.	AP 5LT Golden Brown Paint deep, moody and sophisticated hues ranging from rich blues & purple dark	1		
41.	Vinyl Pulse 0.35x5MT (Green Label)	2		
42.	Elect -Extension Cord 15MT	1		
43.	Radiant Surge Multplug 8 Way with Surge and OVER	1		

44.	Dlx rg Universal Gloss 5L White	1		
45.	A Freezer VL525 Glass Top 1s	1		
46.	Masonite Board 3.6MX1.2M	9		
47.	Branderings 3.6M Untreated	6		
48.	Paint 20Lt Sienna A fine tough, flexible fine textured exterior wall paint	1		
49.	Roof Paint 5L Bright Red A high quality and high coverage Matt Acrylic decorative coating	1		
50.	Raintite 5LT Red Kit A versatile ready to use acrylic waterproofing system	1		
51.	Membrane 10mx200MM High performance waterproofing system designed for roofs and basement areas	1		
52.	ACA Roller Set EEZYPILE 225MM	1		
53.	Masonite Cornice 3.6M	5		
54.	P/Brush Viva 150 MM	1		
55.	P/Brush W/P 120 MM	1		
56.	Elect-Wire Flat Twin 1.5 MM p/MTR	50		
57.	Elect – Floodlight 50W LED Flash	3		
58.	Elect -pvc 4x4 EXT BOX	3		
59.	Elect -PVC 4X2 EXT BOX	3		
60.	Elect -4x4 Double Socket	3		
61.	Elect -1L 1W Switch 4x2	3		
62.	Nails Clouts Galv 32MM 500G	5		
63.	Elect-F Glass Gallery 6”	2		
64.	Elect -Flash Globe 12w 1260 Lumen B22	2		
65.	Danger tape 100MT	1		
66.	Compressor T/AIR Hobby 24lt 1.5HP	1		
67.	A Freezer DM 470	1		
68.	A Freezer DM 473	1		
69.	Rafter WOS 38x1.14x4.2m	6		
70.	Purlin WOS 50x76x6.0M	8		
71.	Corrugated Iron 0.3MM 4.M	10		
72.	Brand WOS 38x38x4.2M	12		
73.	Beam Treated S5 SABS 38x152 6.0M	8		
74.	Nail Wire 150 MM 6” 500G	4		
75.	Roofing Nails 90MM 100’S	1		
76.	Door MER 8 Panel	1		
77.	Door Frame MER 42x86	1		
78.	Hinge Ball Bearing 100MM CP BI	1		
79.	Lockset Mortice 3L CP Union Blister	1		
80.	Underlite Woven 400UMX1.5X30M	1		
81.	HI Cover PVA Peach 20LT High quality water based washable	1		
82.	A Fridge DAC627 W D M	1		
83.	Micro wave 20LT WHT DMO384	1		
84.	Cooker Top 1s 7 kg	1		
85.	Cylinder 7kg 1s	1		
86.	A Chip Fryer Double Cater 1s	1		
87.	A Fridge Dac 449	1		
88.	MIRCOWAVE 20LT Manual	1		

89.	Bargain Plus Tokens	1000		
90.	Tap2pay T6 Speed point	1		
91.	Batten S5 38x38mm x4.2m SAP	32		
92.	Wall Plate s5 38x 76mm x4.2m	2		
93.	Rhino Board 6.4 MM 1.2 x4.2 m	7		
94.	Screw Chipboard 5x60mm (200)	4		
95.	Screw Drywall 3.5 x32mm (1000) Ruwag	2		
96.	Nails Wire 075mm 500g Hendok	5		
97.	Rhinoglide Joint /Crack Filler Plaster 20kg Gyprog	1		
98.	Nails Steel Fluted /Masonry 75 MM 500G	4		
99.	Screw Drywall Indenter PH 2X25	4		
100.	High quality water based washable PVA White 20Ltr	3		
101.	Roller Tray Set 225MM Green high quality, long-pile synthetic	4		
102.	PAINT Brush 50MM specialized, high quality tools	1		
103.	Pvc Cement Black 42.5N 50KG	1		
104.	paint 20lt -Green premium, pure acrylic, all weather paint designed for long lasting	1		
105.	RHINOBOARD 6.4 X1200 X3.6M	7		
106.	BRANDING UNTREATED 38X38X4	20		
107.	BLOCKS CONCRETE 6" (MH)	50		
108.	CEMENT BLACK 42.5N 50KG	4		
109.	Green Water Tank 4750LT	1		
110.	NAIL MASON FLUTE FLAT 3.5X75 MM	1		
111.	TILE PORC GLAZED POLISH 600X 75M	4		
112.	Tile cement BUILD IT 20KG	15		
113.	Iron Corro/Iron 3.6 M 0.4	12		
114.	Purlin 3.6M Untreated	10		
115.	Rafter 3.6M Untreated	10		
116.	Roofing Screw & Washer 90MM (100)	6		
117.	Nails Wire 3" 75MM 500G	9		
118.	Nails Wire 4" 500G -100MM	5		
119.	Nails wire 5" 500G -125MM	3		
120.	Shelving Pine LAM 455X2400 18MM	7		
121.	IBR ALunzinc 6.0 m0.4m E/COVER 686 MM AZ85	1		
122.	Ceilling PVC 7X300 MM X 3.9 (8PC) pvcc 16 white	1		
123.	Tile Porcelain 600x600 Boston Grey MSP66011	20		
124.	Tile Adhesive Build IT Ceramic 20 KG (red)	13		
125.	Tile Spacer 3 MM (100) VK	1		
126.	Bonding & keying Liquid Paint 5L specialized, often acrylic based, liquid primer	1		
127.	Grout Tal Wall & Floor Light Grey 5kg TAL	2		
128.	Ceiling boards 900mmx3.0m x4mm durable, moisture-resistant, and fire-resistant fiber cement sheet	10		
129.	Screw Drywall 3.5x32mm(1000) high quality, corrosion-resistant fasteners	1		
130.	Batten SS 38X38MMX6.0 SAP	36		
131.	Rafter SS 38x114MM X 6.0M SAP	2		
132.	Rhino Board 4.2Mx 1.2M (6.4MM)	2		
133.	High quality water based washable PVA 20lt White	1		

134.	D/WALL Screws 3.5X32MM(100) high quality, corrosion-resistant fasteners	1		
135.	Branderings 3.6M Untreated	10		
136.	Vinyl Star Supershine 2x5M ASST Colours	2		
137.	Gutter H/R Brackets	10		
138.	Nails Wire 3" 75 MM 500G	2		
139.	Nails in Anchor 5x35MM (10) high quality, corrosion-resistant fasteners	3		
140.	Valley Board (25x152) 3.6M	4		
141.	Roller Set 225 MM high-grade, exceptionally soft, and elastic fiber	1		
142.	AP 5LT Golden Brown Paint deep, moody and sophisticated hues ranging from rich blues & purple dark	2		
143.	Long lasting Protection, weather proof paint 20lt Alcudia	3		
144.	Door Pine 4/8/10 Panel STAINED	2		
145.	AP Stoep Paint 5LT red	1		
146.	LB Lockset 8" geo Scroll BP	1		
147.	Iron Corro/Iron 4.2MM (0.27-0.3)	24		
148.	20LT Paint KISTERNBOSCH (TINT CLR) UV resistant, protects exterior surfaces against breakdown and resist cracking and crazying associated with more brittle paint	3		
149.	Cement Blue 32.5R	10		
150.	Supa PVA White 20LT High quality water based washable	1		
151.	Microwave H3 7Mobs5x 37L Black MWO	1		
152.	Chest Freezer KCG305GR 279L D/Grey C/Freezer	1		
153.	Airfryer10L Digital	1		
154.	Microwave DMO390 30LT Mirr Electronic MWO	1		
155.	Microwave H3 7Mobs5x 37L Black MWO	1		
156.	Chest Freezer KCG305GR 279L D/Grey C/Freezer	1		
157.	Air Fryer 10l Digital	1		
158.	Microwave DMO390 30LT Mirr Electronic MWO	1		
159.	A Fan Pedestal Bluetech Indust	1		
160.	A Fridge DAC 631	1		
161.	Microwave 20LT Manual	1		
162.	A Water Bucket Pineware 1S	1		
163.	Cylinder 7KG 1s top cooker	1		
164.	Delta 10 Way Extender Plug /Switch	1		
165.	Hose Pipe +Fitting 20M 1s	1		
166.	Paint Innova Economy White 20LT	1		
167.	Single Door Cooler	1		
168.	Highball 48s	1		
169.	CHAFFING DISH RD GOLD GL TOP	2		
170.	Stove DSS554 4 PLATE COMPACT STOVE *M*	1		
171.	Micro wave READ KMW119 30LT DIGITAL MWO *B*			
172.	Hand Mixer HM7350 X Hand	1		
173.	3 Burner Boiling Table *B*	1		
174.	Fridge Dac447 228LT Metallic *B*	1		
175.	Microwave DM0381 20LT Mirror Manual *M*	1		
176.	kettle IDAK-501B 1.7L Corded Kettle *M*	1		

177.	Tiles Porcelain 600x600 (RG10051) Grey Marfil	20		
178.	Tiles Fix Ceramic S 20KG (Weber Tylon)	20		
179.	Paint Roofkote 20LT Green	3		
180.	Powafix Powabond Key Coat 5LT	2		
181.	Grout 5KG Dove Grey	1		
182.	Vinyl Star Supershine 2x5M ASST Colours	1		
183.	PVA Ceiling P/BOX 10 'S BSL 029	3		
184.	Branderings 6.0 M Untreated	20		
185.	Cornice Elegant Rome 2.5M 4 'S	4		
186.	Nails Wire 3" 75MM 500G	8		
187.	D/WALL SCR 3.5x25MM (1000) high quality, corrosion-resistant fasteners	1		
188.	Cement Black 42.5R **SPECIAL**	4		
189.	Medal Wall & Ceiling 20LT NOBOKWE	2		
190.	AP 5LT Red Paint deep, moody and sophisticated hues ranging from rich blues & purple dark	1		
191.	ACA Roller set 225MM high-grade, exceptionally soft, and elastic fiber	2		
192.	ACA P/Brush BEE 75MM	2		
193.	Sand Plaster /Building 8ton DEL NTLENZI	1		
194.	Iron Corro/Iron 4.2M (0.27-0.3)	16		
195.	Hallo Colum 200X2.0M +Bases	2		
196.	Lintels 6" 1.2M	2		
197.	Lintels 6" 1.5 M	5		
198.	Lintels 6" 2.7M	1		
199.	Rafter 4.2M Untreated	12		
200.	Purlin 4.2M Untreated	12		
201.	Cement Blue 32.5R **SPECIAL**	30		
202.	Door Frames Meranti 50x62 (3x3)	2		
203.	Nails Wire 3" 75MM 500G	5		
204.	TILE PORCELAIN 600X 600 IVORYB (KT 01)	13		
205.	TILE FIX CERAMIC S 20KG (WEBER TYLON)	15		
206.	GROUT 5KG LIGHT GREY	1		
207.	Window Steel C111 L/D B/G	1		
208.	Masonite Board 3.6 M X1,2M	3		
209.	Rafter 4.8M Untreated	15		
210.	Branderings 4.2M Untreated	10		
211.	Nails Wire 4" 500G -100MM	4		
212.	D/WALL SCR 3.5X32MM (100) high quality, corrosion-resistant fasteners	2		
213.	Wall & Ceiling 20LT Dune Paint premium, pure acrylic, all weather paint designed for long lasting	1		
214.	ACA P/Brush BEE 100 MM	2		
215.	Steel Expanded Metal Ref 6315/6311 (358) Small	1		
216.	Paint Roller Set 225MM	2		
217.	Medal Varnish 5LT Dark Oak	1		
218.	Elect -Surge Safe Power Protector SWD -8507 Switched	2		
219.	Jaguar Padlock Discus 90MM	1		
220.	Cement Black 42.5R **SPECIAL**	7		
221.	Elect -Floodlight LED High SMD 100W FSH	2		
222.	Elect -Flash Globe 12 W 1260 Lumen E27	3		
223.	Powafix putty teak 5kg	1		
224.	A chest Freezer 530LT DMF 456	1		

225.	A Micro WAVE Diamond 20LT Manual	1		
226.	Delta 10Way Extender Plug /Switch	1		
227.	Delta 30W LED Floodlight 3YR WRNT	2		
228.	Tile Porc Glazed Polish 600x 600 MKT01L	12		
229.	Tile ADHESIVE Porcelain 20KG Build IT	15		
230.	Grout Weber Light Grey 5KG	1		
231.	Brand WOS 38X38X3.6M	10		
232.	PVC Ceiling 3.9MX 300MM Curve Floral Stripe	2		
233.	Cornice Contractors Cove 3M	4		
234.	Cornice 2 M Empire M13	2		
235.	Conduit PVC 20MM (4M Length	10		
236.	Double deep commercial stainless cookware silver electric	1		
237.	Tile FIX Ceramic 20KG (Surestix /Supabond)	21		
238.	Tile Combo 60X60 SS P/ Ivory	4		
239.	TAL Grout 5KG light Grey	4		
240.	Falcon Tile Spacers 3MM	4		
241.	Tiles Porcelain 60x60 SS Plain Ivory (4pcs) 1.44SQM	40		
242.	Tile Fix Ceramic 20KG (Surestix/Supabond)	16		
243.	Bond and liquid 5LT	4		
244.	Tiles Porcelain 60x60 SS Plain Ivory (4PCS) 1.44SQM	5		
245.	Cement Black 42.4R	2		
246.	Rubber Contractors 20 KG Light Grey	2		
247.	CORRUGATED Iron 0.4 MM 4.2M	11		
248.	Purlin WOS 50X76X4.2M	12		
249.	Undertile Woven 400UM X1.5 X30	1		
250.	Roofing Nails 90MM 100'S	2		
251.	Nails wire 125mm 5" 500G	6		
252.	Vinyl Roll 5M S/STRONG	3		
253.	Window Steel C2H F7 B/BAR	2		
254.	HI Cover PVA Castle Rock 20L High quality water based washable	1		
255.	BI Wood VARNISH 1L Dark OAK	1		
256.	Door ALU MS-70 26B Frame 300 S/Light FH/MG	1		
257.	Purlin 4.2M Untreated	12		
258.	Iron Corro/Iron 4.8M 0.4	7		
259.	Iron Corro /Iron 4.2M 0.4	5		
260.	Roofing Screw 90MMx5.00MM (100)	1		
261.	Nails Wire 5" 500G-125MM	2		
262.	Freezer 19 LT C- White Eco DMF470	1		
263.	Chest Freezer Cf300 White DMF473	1		
264.	Delivery fee Bedding	1		
265.	Doorframe Pine 76x76 U/ASS	1		
266.	Paint 20L ASH pure acrylic, all weather paint designed for long lasting	1		
267.	Paint ADHESION Primer 20L white	1		
268.	Water Based Plaster Primer Paint 20L	1		
269.	Paint ARMAGUARD 20L M/NIGHT SHADOW	1		
270.	Tile ADHESIVE Ceramic WB11 20kg	20		
271.	Bond and Liquid IT 5L	1		
272.	Wall Tile Shiny 200x200 1.52m2 White	20		

273.	Grout 5KG White	1		
274.	PVC Ceiling P/BOX 10 'S BSL 070	2		
275.	Cornice Elegant Pro3 2.5M 4'S	2		
276.	Branderings 4.2M Untreated	20		
277.	D/WALL SCREWS 3.5x32MM (1000)	1		
278.	Paint Roofkote 20LT Burgundy	1		
279.	FRIDGE H370BIT -WD 263LT INOX *B*	1		
280.	A Freezer 530lt DMF 456	1		
281.	Braai Stand Party -Disposable	1		
282.	Delta 30W LED Floodlight 3yrs Wrnt	2		
283.	Delta 9w BC LED Globe Philips 1s	4		
284.	Delta EXT Combo MAXI 1s	1		
285.	20LT Paint Innova Economy Greystone	2		
286.	Roller Brush Set 225MM	1		
287.	Purlin WOS 50x76x4.8M	30		
288.	Nails Wire 125MM 5" 500G	10		
289.	BI Plaster Primer Contr 20LT WHT	2		
290.	MD Epoxy Floor Paint & Hardener Grey 5L	2		
291.	Undertile Woven 400UM X 1.5 X30M	4		
292.	Roofing Nails 90MM 100'S	1		
293.	Wire Binding 4.0MM X 5KG Red	1		
294.	Duramesh 100MMX10M	1		
295.	Steel Square Tube 25x25x1.6(Red)	7		
296.	Steel Square Tube 19x19x1.6(Red)	4		
297.	Round Bar 12MMx6M	8		
298.	Steel Square Tube 38x38x1.6 (Red)	2		
299.	Steel Expanded Metal 25x 50x2.0 (Green)	2		
300.	Rhino Board 6.4x1200x3.6m	3		
301.	Brand WOS 38X 38X3.6M	20		
302.	Rhinolite Natural Plug 40KG	1		
303.	Cornice Rhino 3.6M	4		
304.	Cornice Adhesive 2L	1		
305.	HI Cover PVA White 20LT High quality water based washable	1		
306.	Tile Porc 60x60 Ivory 2nd Grade	8		
307.	T20KG Build IT	6		
308.	Door MER 6PNL	1		
309.	Grout Weber Light Grey 5KG	1		
310.	BI Tile Spacers 3MMx200PC	1		
311.	Hinge Ball Bearing 100MM Chrome Plated	1		
312.	BI Lockset 2L Mortice Fancy L/S F2	1		
313.	Drywall Screw 3.5x25 (500)	1		
314.	Nail Wire 75MM 3" 500 G7	1		
315.	Paint 20L ASH pure acrylic, all weather paint designed for long lasting	2		
316.	Roofkote 20L Black Paint	1		
317.	Waterproof 5LT Black Paint	2		
318.	Water Tank 2500LT Green	1		
319.	Cement Black 42.5N 50KG	5		
320.	Tile cement Build IT 20 KG	5		
321.	Microwave Oven 20LT ULT SB	1		
322.	Oxide Red 500G Powafix	3		

323.	Oxide Blue 500g	3		
324.	Padlock 70MM Brass Insur BI	2		
325.	Tap BIB 1/2x 3/4 BR SABS	1		
326.	Bush Reducer 40x 20mm PVC	1		
327.	Tape Thread PTFE BI	1		
328.	Gutter 125mmx4.0m	1		
329.	A FREEZER DMF 470	1		
330.	MICROWAVE 30 L SILV DM0205/0381	1		
331.	A SAVE 3 PLATE DSS 513/553 1s	1		
332.	CYLINDER NO N10.5KG 1s top cooker	1		
333.	Iron Aluzinc C/Iron 4.2M 0.4	10		
334.	Rafter (38x114) 4.2M Treated	5		
335.	Purlin (50x76) 4,2M Treated	5		
336.	Ceiling PVC 3.9 M X 250MM BSL-264 (10pc)	10		
337.	Brush Cutter 43CC RBC -4300A	1		
338.	Water Tank 2500L Green -TAP & Red	1		
339.	Nails Wire 500G -125MM	3		
340.	Break Thread Tape 10M X12MMX0,10MM	1		
341.	Roofing Screw &Washer 75MM-(100)	1		
342.	Member Under Tile White 1.5 M X30 M	1		
343.	Corrugated Aluzinc 4.2M 0.3MM E/Cover 680MM AZ85	16		
344.	Rafters S5 38X114MM X4.2 M SAP	12		
345.	Purlin SS 50X76MM X4.2M SAP	13		
346.	Cement Black 42.5N 50Kg	5		
347.	Batten SS 38x 38 MM 4.2M SAP	12		
348.	Nails Wire 100MM 500G Hendok	4		
349.	Nails Wire 125MM 500G Hendok	4		
350.	Roofing Screw & Washer 90MM (100) Packet Bafana	2		
351.	Vinyl FLOORING 5m x1.83 M (AssorAAted) Roll	2		
352.	Paint Super Cover Coat W&C ATOM Blue 20L	1		
353.	Paint Super Cover Coat W& C Coffe 20l	1		
354.	Roller set 225mm TRAY SET	1		
355.	PAINT BRUSH BUILD IT 50MM	1		
356.	MASONITE HARDBOARD BROWN 2440X 1220X3.2M	2		
357.	NAILS CLOUT 25MM 500G HENDOK	1		
358.	A Chip Cutter 1s	1		
359.	A Freezer DMF 470	1		
360.	A H/PLATE 2 Spiral Diamond	2		
361.	A M/WAVE 20LT Silv DMO20S/0381	1		
362.	Rafter SS 38X114MMX4.8M SAP	6		
363.	Purlin SS 50X 76MMX4.8M SAP	6		
364.	Corrugated Aluzinc 4.8M 0.3MM E/COVER	6		
365.	Roofing Screw& washer 90MM (100) Packet	4		
366.	A Fridge Dac627 W D M	1		
367.	A Gas Burner Nice Cooker NC G1	1		
368.	A M /WAVE Diamond 20lt Manual	1		
369.	Cement Black Plus 1x50kg	7		
370.	Ceiling PVC 3.9 MX250 MM BSL-255(10PC)	60		
371.	Cornice EPS T21S Silver	20		
372.	Branding 6.0M	36		

373.	D/Wall SCREW 3.5 x25MM (1000)	2		
374.	Nails Wire 500G-75MM	6		
375.	Nails Steel Masonary 75MM 500G	2		
376.	Cornice Adhesive 280ml	10		
377.	Tiles Porcelain 60x60 MRP66203Z (4PC) 1.44SQM P/B	10		
378.	Tile Fix Ceramic 20kg (Weber Tylon)	4		
379.	A Freezer VL525 Glass Top 1S			
380.	A Chip Fryer Single Cater 1S	1		
381.	A Freezer Defy Solar DMF4755	1		
382.	A Kettle Pine Ware Cord Psak44	1		
383.	A M/WAVE Diamond 20lt Manual	1		
384.	Delta Extension Cord 10M 1S	2		
385.	PVC Ceiling 250x 3.9M Curve Grey	3		
386.	Brand WOS 38X38X3.6 M	60		
387.	Tile Porc Glazed Polish 600x600 M	20		
388.	Tile cement Build IT 20KG	12		
389.	DRYWALL Screw 3.5x25(1000)	1		
	AMOUNT EXCLUDING VAT			
	VAT @15%			
	TOTAL AMOUNT			

CONDITIONS OF TENDER

TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON- RESPONSIVE.

- 6.1 No tender will be considered unless emailed to Winnie Madikizela Mandela Municipality on tenders.scm@mbizana.gov.za.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 The municipality reserves the right to accept:
 - 6.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
 - 6.3.2 a tender which is not substantially or materially different from the tender Specification.
- 6.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.5 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
- 6.6 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.7 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
- 6.10 **Resolutions and Authorities**
A tender submitted:
 - 6.10.1 by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{ Authority to Sign Bid Document on page 43 to be completed}**;
 - 6.10.2 by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **(pg 43)**

Authority to Sign Bid Document on page 43 to be completed};

- 6.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.

6.11 Partnerships/Consortiums/Joint Ventures

In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.

6.12 Validity Period

- 6.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.
- 6.12.2 The tender amount will not be amended during the aforesaid validity period.
- 6.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 6.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.
- 6.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.
- 6.13 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.
- 6.14 Tax clearance**
- 6.14.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 6.14.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax/VAT purposes.
- 6.15 The municipality will publish the results of this bid on the municipal website.

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government Bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all Bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every Bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 tender documents for the receipt of Tenders.
 - 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 Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier

is required to supply to the purchaser under the contract.

- 1.16 "Imported content" means that portion of the tender 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 Tender will be manufactured.
- 1.17 "Local content" means that portion of the tender 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 tender 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 ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the 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 Tenders, contracts and orders including Tenders 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 tender documents.
- 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 tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where

applicable a non-refundable fee for documents may be charged.

- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Winnie Madikizela Mandela Municipality website.

4. **Standards**

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

5. **Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 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 Winnie Madikizela Mandela Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Winnie Madikizela Mandela Municipality.

7. **Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (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 tender 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

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

8.2 If it is a Tender 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.

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

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

8.5 Where the 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.

8.6 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.

8.7 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.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

14.1.1 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
 - 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 fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

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 Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

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

19. Assignment

- 19.1** The 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 Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3** 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, 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2** In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works 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.

24. Antidumping and countervailing duties and rights

- 24.1** When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties

are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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.

28. Limitation of Liability

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

28.2 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.

28.3 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, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender 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 Tender or



to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender 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

- 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 restricted practices

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

- 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 of 1998.

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

MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full Name of bidder 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 and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.
.....

¹ MSCM Regulations: “in the service of the state” means to be –

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

.....

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



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

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

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

3.15 GENERAL CONDITIONS

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

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

3.15.2 *To be completed by the organ of state*

(delete whichever is not applicable for this tender).

- (g) The applicable preference point system for this tender is the **90/10** preference point system.
- (h) The applicable preference point system for this tender is the **80/20** preference point system.
- (i) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

3.15.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

20 Price; and

21 Specific Goals.

3.15.4 *To be completed by the organ of state:*

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100



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

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

3.16 DEFINITIONS

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

3.17 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

- **POINTS AWARDED FOR PRICE**

- **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

80/20 *or* *90/10*

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender



- **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
- **POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left(1 + \frac{80/20 \cdot (Pt - P_{max})}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{90/10 \cdot (Pt - P_{max})}{P_{max}} \right)$$

Where

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

3.18 POINTS AWARDED FOR SPECIFIC GOALS

- In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
Total Points Allocated	10	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm.....
 - Company registration number:
 - TYPE OF COMPANY/ FIRM
 - 3 Partnership/Joint Venture / Consortium
 - 4 One-person business/sole propriety
 - 5 Close corporation
 - 6 Public Company
 - 7 Personal Liability Company
 - 8 (Pty) Limited
 - 9 Non-Profit Company
 - 10 State Owned Company
- [TICK APPLICABLE BOX]



- I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - 3 The information furnished is true and correct;
 - 4 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - 5 In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - 6 If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - 6.2 disqualify the person from the tendering process;
 - 6.3 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 6.4 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;
 - 6.5 recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 6.6 forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law(including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.



MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:



Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)

NAME OF TENDERER: _____

Meeting held at _____
(Place)

On _____ (date)

RESOLVED THAT:

1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No: **WMM LM 12/03/26/01 WRM: Supply and Delivery of Equipment and Material for Wholesalers & Retailers**

2. Mr/Ms _____ in his/her capacity as _____ and who will sign as follows:

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

No	Name	Capacity	Signature
1			
2			
3			
4			
5			



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 **Supply and Delivery of Equipment and Material for Wholesalers & Retailers**.

SERVICES: SUPPLY AND DELIVERY OF EQUIPMENT AND MATERIAL FOR WHOLESALERS & RETAILERS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda there to 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 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 returnin g 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:.....**Name:**

Capacity:

For the tenderer:

.....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness:.....**Date:**.....

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 C1 Agreements and Contract Data, (which includes this agreement)

Part C2 Pricing Data (see volume 2)

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 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, which must be 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. 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, signed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) 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(s):

Name(s)

Capacity: **MUNICIPALITY MANAGER**

FOR WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY, 51 WINNIE MANDELA STREET, BIZANA, 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:



Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issues by the Employer before 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 is 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 _____

By the duly authorized 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 changes 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.

For the tenderer:

Signature(s): **Name(s):**

Capacity:

FOR TENDERER:

.....

.....

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: **Date:**

Signature(s):

Name(s):

Capacity: **MUNICIPALITY MANAGER**

FOR WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY, 51 WINNIE MANDELA, BIZANA , 4800

(Name and domiciliumcitandi of organization)

Name and Signature of Witness: Date:

OFFICIAL STAMP:

