

UMZINYATHI DISTRICT MUNICIPALITY



T2024-11

**SPECIFICATION AND BID DOCUMENT FOR T2024-11: ESTABLISHMENT OF A
PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STATIONERY
FOR A PERIOD OF 3 YEARS**

CLOSING DATE: 12 JUNE 2024

CLOSING TIME: 12H00 PM

NAME OF BIDDER:

POSTAL ADDRESS:

.....

.....

TELEPHONE NUMBER:

FAX NUMBER:

E- MAIL ADDRESS:

ADVERTISEMENT

T2024-11: ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STATIONERY FOR A PERIOD OF 3 YEARS

The uMzinyathi District Municipality hereby invites suitable, qualified and professional service providers for the above mentioned tenders.

Tender documents will be available as from the date of the advert on the **e-tender portal www.etenders.gov.za** **Municipal website: www.umzinyathi.gov.za** . All tenderers must be registered with Centralized Supplier Database (CSD) and must be Tax Compliant.

Tenders will be evaluated on the Functionality Criteria as specified in the tender documents and thereafter bidders who score a minimum required number of points will be further evaluated using the 80/20 Preferential Point System as prescribed in the Council Supply Chain Management Policy. Only bidders who score **70 minimum points** on functionality criteria will qualify for the second stage of evaluation.

The following **Functionality Evaluation Criteria** will be applicable:

Evaluation Criteria	Maximum Allocated Points
Work Experience	40
Ownership	30
Key Personnel	10
Transportation	20
Total	100

The completed tender documents complying with all conditions of the tender must be enclosed in a sealed envelope and clearly marked with **T2024-11 Establishment of a panel of service providers for supply and delivery of stationery for a period of 3 years** must be deposited in the official tender box located at the reception area, Princess Magogo Building, 39 Victoria Street, Dundee 3000, no later than closing date **12 June 2024, Wednesday, at 12H00** which will be followed by an opening. Late bids or bids received by way of post, facsimile or e-mail will, under no circumstances be considered.

Tender documents sent via Courier services must be deposited in the tender box and not be handed to an employee of uMzinyathi District Municipality.

Umzinyathi District Municipality is not obliged to appoint the lowest bid and further reserves the right not to proceed herein and further reserves the right not to accept any bid or part thereof. Tenders submitted are to be valid for a period of 120 days from the closing date for submissions of tenders.

Enquires can be directed to : **Mr. M Ntanz** on **Tel: 034 219 1500**, email address: ntanzim@umzinyathi.gov.za during office hours. Supply Chain Management related enquiries can be directed to **Mrs. K Gcaleka** / **Mr. M Phangase** **Tel: 034 219 1500**, email address: gcalekak@umzinyathi.gov.za/ phangasem@umzinyathi.gov.za

MRS. NT MKHWANAZI
MUNICIPAL MANAGER

SPECIAL CONDITIONS OF BID

1. The closing date and time for submission of bids is as indicated in the notice calling for bids.
2. No bid received after the closing date will be considered.
Sealed bids, clearly marked "Bid No: T2024-11 Establishment of a panel of service providers for supply and delivery of stationery for a period of 3 years"" must be placed in the tender box situated in the foyer of the Princess Magogo Building, 39 Victoria Street, Dundee, not later than 12 June 2024, Wednesday, at 12H00.
3. Bids must remain valid for a period of 120 days from closing date for submission of bids.
4. Bids shall be adjudicated in terms of the Supply Chain Management Policy of UMzinyathi District Municipality.
5. The acceptance of a bid shall be subject to the approval of the Bid Adjudication Committee, without which approval no contract shall be entered into.
6. Bidders must initial every page of the document.
7. The point allocation used for the adjudication of this bid is provided on MBD 6.1. This form must be duly completed and signed by the authorized person for preferential points to be allowed.
8. No bid shall be considered, unless it is submitted on the attached bidding documents.
9. Failure to complete the forms in every aspect as requested may invalidate the bid.
10. No bids submitted by telefax, telex, telegram or electronic mail will be considered.
11. All prices must be in South African currency.
12. Please note, Bidders are to familiarize themselves with the conditions of payment as laid down in point 16.3 of the General Conditions of Contract.
13. Bidders will not be informed whether they have been successful, but the name of the successful bidder will be published on the municipal website.

GENERAL CONDITIONS OF CONTRACT

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1. Definitions

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

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28.1 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed

person shall be made in confidence and shall extend only 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 municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the 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 bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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 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 fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

- 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services,

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

- 21.3 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.

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct

such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, 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 bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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

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

35. Prohibition of restrictive practices

- 35.1 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.

SPECIFICATION OF GOODS OR SERVICES REQUIRED:

UMzinyathi District Municipality hereby invites qualified service providers for the appointment of service providers for the stationary supply and delivery.

The scope of work will entail supply and delivery for stationary as follows:

SPECIFICATION

Item No	Description	Quantity	Name of Similar Approved Product
PAPER			
1.	80gm A4 White Paper – Photocopying paper	Per ream of 500 sheets	
2.	80gm A3 White Paper – Photocopying paper	Per ream of 500 sheets	
3.	80gm A2 White Paper – Photocopying paper	Per ream of 500 sheets	
4.	80gm A4 Colour Paper – Photocopying paper	Per ream of 500 sheets	
5.	80gm A3 Colour Paper – Photocopying paper	Per ream of 500 sheets	
6.	Heavy Punch, duty, 2 hole, 65 sheet	Each	
7.	Punch, Light duty, 2 hole, 25 sheet	Each	
8.	READY SORTER A - Z	Each	
9.	Pair of SCISSOR 21cm, stainless steel blades	Each	
10.	Stapler Metal full strip, up to 20 sheets	Each	

11.	Stapler Heavy duty, minimum 100 sheets capacity		
12.	Continuous Feed Eyeline Paper – 280 x 241	Per box of 200	
13.	Computer Paper – 1 Part Eyeline – 280x368mm (80column with blue line)	Per box of 200	
14.	Continuous Feed Blank Listing Paper – 280 x 368	Per box of 200	
15.	Laser Labels – A4 size – 24 per sheet – no border (100 sheets)	Per Box	
16.	A4 Carbon Paper – Blue – 100 sheets	Per book of 100 sheets	
17.	A4 Board Pastel - 160gsm	Per pack of 10	
18.	A4 Board Bright / Neon – 160gsm	Per pack of 10	
19.	A4 Board White – 160gsm	Per pack of 10	
20.	A3 Board Pastel – 160gsm	Per pack of 10	
21.	A3 Board Bright / Neon – 160gsm	Per pack of 10	
22.	A3 Board White – 160gsm	Per pack of 10	
23.	Opt plan Optic Tabs Alpha 10 x 12 various colours or similar approved	Per pack of 10	
24.	No 66, 11mm heavy duty staples	Each	
25.	Neon Post it notes, 100 sheets per pad, 76mm x 76mm self-adhesive	Each	
26.	No 66, 11mm heavy duty staples	Each	
27.	Stapler No 56 26/6 High quality steel	Each	
28.	Glue sticks 21gram	Each	
29.	Glue sticks 40gram	Each	

30.	A4 160gms Board (210mmx297mm) – Various colours	Per pack of 10	
31.	57 x 57 Tally Roll (bond)	Each	
32.	57 x 40 Thermal roll	Each	
33.	Flip Chart Paper	Per pack of 20 sheets	
GENERAL OFFICE SUPPLIES			
34.	Alkaline Batteries – AA (within approved standards)	4 per pack	
35.	Alkaline Batteries – AAA (within approved standards)	4 per pack	
36.	Rechargeable Batteries – AA 1.5V (within approved standards)	4 per pack	
ENVELOPES			
37.	C3 Envelopes, 458 x 324mm Golden Brown – no window - self seal	Box of 250	
38.	C4 Envelopes, 324 x 329mm White wove –no window – self seal	Box of 250	
39.	C4 Envelopes, 324 x 229 – self seal - no window – self seal	Box of 250	
40.	C5 Envelopes, 229 x 162mm wove – no window – self seal	Box of 500	
41.	C5 Envelopes 229 x 162mm – no window – self seal	Box of 500	
42.	C6 Envelopes 114 x 162mm – no window – self seal	Box of 500	
43.	Memory Stick 16/32 Gb	Each	
44.	External drive 1 TB	Each	

45.	DL Envelopes 110 x 220mm – no window – self seal	Box of 500	
46.	DL Envelopes 110 x 220mm – with window – self seal	Box of 500	
47.	DL Envelopes 110 x 220mm White – with window – self seal	Box of 500	
48.	DL Envelopes 110 x 220mm White – no window – self seal	Box of 500	
49.	Envelopes 90 x 152mm – with window – self seal	Box of 500	

BOOKS AND PADS

50.	A4 Hardcover Counter Books – 96 pages	Each	
51.	A4 Hardcover Counter Books – 192 pages	Each	
52.	A4 Hardcover Counter Books – 288 pages	Each	
53.	A5 Hardcover Manuscript Books – 96 pages	Each	
54.	A5 Hardcover Manuscript Books – 192 pages	Each	
55.	A6 Hardcover Memo Books – 96 pages	Each	
56.	A6 Hardcover Memo Books – 144 pages	Each	
57.	Exam Pads – 80 pages – not punched	Each	
58.	Ring Binders A4 2 ring 20mm -	Each	

59.	Ring Binders A4 2 ring 51mm -	Each	
60.	Ring Binders A4 2 ring 38mm -	Each	
61.	Grip Binders (38mm)	Each	
62.	Exam Pads – 80 pages - punched	Each	

63.	A5 Shorthand Note Book – wire bound – 100 pages – no centre line	Each	
64.	A5 Pen Carbon Duplicate Feint Ruled Book – 100 sheets	Each	
65.	A6 Pen Carbon Duplicate Tax Invoice Book – 100 sheets (perforated sheets)	Each	
66.	Post it Notes – 38mm x 50mm – 100 sheets/pad – 2 pack	Each	
67.	Post it Notes – 76mm x 76mm – 100 sheets/pad	Each	

WRITING AND CORRECTION

68.	Crystal Ballpoint Pens – Medium – or approved – black	Each	
69.	Crystal Ballpoint Pens – Medium – approved – blue	Each	
70.	Crystal Ballpoint Pens – Medium – approved – red	Each	
71.	Orange Ballpoint Pens – Fine – BIC or similar approved – black	Each	
72.	Orange Ballpoint Pens – Fine – approved – blue	Each	
73.	Orange Ballpoint Pens – Fine – approved – red	Each	
74.	Permanent Markers – Bullet tip 2.5mm – approved – black	Each	
75.	Permanent Markers – Bullet tip 2.5mm – approved – blue	Each	

76.	Permanent Markers – Bullet tip 2.5mm – approved – red	Each	
77.	Permanent Markers – Bullet tip 2.5mm – green	Each	

78.	Whiteboard Markers – 2.0mm – approved – black	Each	
79.	Staple Remover Box 12	Each	
80.	Whiteboard Markers – 2.0mm – Artline – blue	Each	
81.	Whiteboard Markers – 2.0mm – red	Each	
82.	Whiteboard Markers – 2.0mm – green	Each	
83.	Whiteboard Markers – 2.0mm – orange	Each	
84.	Whiteboard Markers – 2.0mm – brown	Each	
85.	Whiteboard Markers – 2.0mm approved – assorted – wallet of 6	Per wallet	
86.	Whiteboard Eraser	Each	
87.	Ball Point Refill – Fine – Black	Each	
88.	Ball Point Refill – Fine – Blue	Each	
89.	Ball Point Refill – Medium – Black	Each	
90.	Ball Point Refill – Medium – Blue	Each	
91.	T-Ball BallPoint Refill – Fine – Black	Each	
92.	T-Ball BallPoint Refill – Fine – Blue	Each	
93.	T-Ball BallPoint Refill – Medium – Black	Each	
94.	T-Ball BallPoint Refill – Medium – Blue	Each	
95.	Highlighters – Chisel Tip – Red	Each	
96.	Arch Lever File A4 Larger	Each	

97.	Ring Binders A4 2 ring 20mm - Each	Each	
98.	Ring Binders A4 2 ring 51mm - Each	Each	
99.	Ring Binders A4 2 ring 38mm - Each	Each	
100.	Highlighters – Chisel Tip – Blue	Each	
101.	Highlighters – Chisel Tip – Green	Each	
102.	Highlighters – Chisel Tip – Yellow	Each	
103.	Highlighters – Chisel Tip – Orange	Each	
104.	Highlighters – Chisel Tip – Pink	Each	
105.	Highlighters – Chisel Tip – Lavender	Each	
106.	Highlighters – Chisel Tip – Wallet of 4	Per wallet	
107.	Highlighters – Chisel Tip – Wallet of 6	Per wallet	
108.	Highlighters – Chisel Tip – Wallet of 8	Per wallet	
109.	Sharpeners – Metal – Single	Each	
110.	Sharpener – Metal - Double	Each	
111.	Pencils – 110HB – Box of 12	Per Box	
112.	Clutch Pencils – 0.3mm	Each	
113.	Clutch Pencils – 0.7mm	Each	
114.	Leads for clutch pencil – 0.3mm HB	Each	
115.	Leads for clutch pencil – 0.5mm HB	Each	
116.	Cartridge as per request	Each	
117.	Leads for clutch pencil – 0.7mm HB	Each	
118.	Colouring Pencils – Wallet of 24	Per wallet	

119.	Correction Fluid- Bottle with fine metal point and click cap – 18ml	Each	
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120.	Correction Fluid and click cap – 12ml – Blue Flat with fine metal point	Each	
121.	Correction Fluid – Thinners – 20ml	Each	
122.	Office Eraser – white	Each	

OFFICE SUPPLIES AND DESK ACCESSORIES

123.	Glue Sticks – 11g	Each	
124.	Glue Sticks – 22g	Each	
125.	Glue Sticks – 43g	Each	
126.	Prestik or similar approved– 100g	Each	
127.	Clear Tape 12 x 66m	Each	
128.	Clear Tape 12 x 50m	Each	
129.	Clear Tape 18 x 66m	Each	
130.	Clear Tape – 12mm x 40m	Each	
131.	Ring Binders A4 2 ring 10mm - Each	Each	
132.	Ring Binders A4 2 ring 12mm - Each	Each	
133.	Ring Binders A4 2 ring 14mm - Each	Each	
134.	Ring Binders A4 2 ring 16mm - Each	Each	
135.	Ring Binders A4 2 ring 19mm - Each	Each	
136.	Clear Tape – 24mm x 40m	Each	
137.	Clear Tape Dispenser	Each	

138.	Magic Tape 18mm x 50m approved – Scotch or similar	Each	
139.	Magic Tape 18mm x 25m approved – Scotch or similar	Each	
140.	Masking Tape – 12mm x 40m	Each	
141.	Masking Tape – 24mm x 40m	Each	

142.	Magic Tape 24mm (for book repairs) similar approved – Scotch or	Each	
143.	Buff Tape – 18mm x 66m (25micron)	Each	
144.	Buff Tape – 48mm x 50m (25 micron)	Each	
145.	Paper Binders – 76mm	Per 100 Pack	
146.	Paper Clips – 25mm – white coated	Per 100 Pack	
147.	Paper Clips – 33mm – white coated	Per 100 Pack	
148.	Paper Clips – 50mm – white coated	Per 100 Pack	
149.	Paper Clips – 78mm – white coated	Per 50 pack	
150.	Foldback clips – 19mm	Per Box	
151.	Ring Binders A4 2 ring 22mm -	Each	
152.	Ring Binders A4 2 ring 6mm	Each	
153.	Ring Binders A4 2 ring 8mm	Each	
154.	Rubber Band, 100 grams 150x3mm - Box/Pack of 100	Each	

155.	Rubber Band, 100 grams 90x6mm - Box/Pack of 100	Each	
156.	Plastic Ruler, Shatterproof 30cm - Each	Each	
157.	Foldback clips – 25mm	Per Box	
158.	Foldback clips – 32mm	Per Box	
159.	Foldback clips – 41mm	Per Box	
160.	Foldback clips – 50mm	Per Box	
161.	Rubberbands – 100g – size small	Per pack	
162.	Rubberbands – 100g – size medium	Per pack	
163.	Rubberbands – 100g – size large	Per Pack	
164.	Rubberbands – 1kg – size small	Per pack	

165.	Rubberbands – kg – size medium	Per Pack	
166.	Rubberbands – 1kg– size large	Per Pack	
167.	Staple Remover	Each	
168.	Heavy Duty Stapler Remover	Each	
169.	Heavy Duty Stapler – Stapling up to 100 sheets	Each	
170.	Full Standard Strip Stapler – Stapling up to 20 sheets	Each	
171.	– 56 26/6 – box of 5000 – Staples approved	Per Box	
172.	– 66/11 – box of 5000 – Staples approved	Per Box	
173.	A4 Paper Bright purple (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	

174.	A4 Paper Bright red (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
175.	A4 Paper Green (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
176.	A4 Paper Yellow (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
177.	A4 Paper Blue (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
178.	A4 Paper Purple (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
179.	A4 Paper Pink (ream) 80 gsm. To be used in high tech, high volume copier machines. Used for all types of office equipment	Each	
180.	Drawing Pins – Stainless Steel	Per Box of 100	
181.	Drawing Pins – Coloured Box	Per Box of 100	
182.	Plastic Ruler – 30cm – Assorted colours	Each	
183.	Steel Ruler – 60cm	Each	

184.	Punches - centering arm adjustable to A4 – 2 hole perforator with paper size guise (20 sheet – 40 sheet) – Black	Each	
185.	Punches - centering arm adjustable to A4 – 2 hole perforator with paper size guise (40 sheet – 60 sheet) – Black	Each	

186.	Punches - centering arm adjustable to A4 – 2 hole perforator with paper size guise (65 sheets and above) – Black	Each	
187.	A4 Laminating Pouches	Per Pack of 100	
188.	Cube Holder (900mm)	Each	
189.	Cube Refills – White – 800 sheets	Per Pack	
190.	Letter Tray 3 - Black	Each	
191.	Letter Tray – Single Black	Each	
192.	Letter Tray Risers – Steel Black	4 Pack	
193.	Large scissors – 21cm – black	Each	
FILING AND STORAGE			
194.	A4 Board Lever Arch Files – 50mm – Black	Each	
195.	A4 Board Lever Arch Files – 75mm – Black	Each	
196.	A4 Flip File – 20 Pocket	Each	
197.	A4 Flip File – 30 Pocket	Each	
198.	A4 Pocket Files - Punched	Per 100 pack	
199.	A4 Filing Sleeves – multi-punched plastic sleeves to fit 2 and 4-hole punching – 50 micron	Per 100 pack	
200.	A4 Suspension Files includes tabs and inserts – 25 per box	Per Box	

201.	A4 Dividers – A to Z Division	Per Pack	
202.	A4 Dividers – 1/31 Numbered Division	Per Pack	
203.	A4 Dividers – Jan to December Division	Per Pack	
204.	A4 Dividers – Blank – 5 Dividers	Per Pack	
205.	A4 Dividers – Blank – 10 Dividers	Per Pack	
206.	A4 Dividers - Pastel Colours – 10 Dividers	Per Pack	
207.	Folders per pack – 180g – Assorted colours – 100	Per Pack	
208.	Metal Paper Fasteners pack – 80mm x 60mm – 50 per	Per Pack	
209.	A4 Clipboard Masonite 355 x 230mm	Each	
210.	Endorsing Ink – 25ml – Black	Each	
211.	Endorsing Ink – 25ml – Red	Each	
212.	SFS A4 Board Containers	Each	
213.	SFS L Weight 12g	25 per pack	
214.	Storage Box collapsible (A4 archive box)	Each	
215.	L/A A4 Board File – Various Pack	Per Pack	
216.	L/A A4 Oblong Files	Per pack	
COMPUTER PERIPHERALS			

Item No	Description	Quantity	Price Per Item (incl. delivery cost & VAT)
217.	USB DRIVE 32 GB 500 GB 1 TB	1 1 1	
FURNITURE			
218.	Key Cabinet	24 keys	
RUBBER STAMPS & DATER			

219.	Self –Inking Dater – Trodat 4810	Each	
220.	Self – Inking Dater – Trodat 4820	Each	
221.	JUMBO Highlighter (BLUE)	Each	
222.	JUMBO Highlighter (GREEN)	Each	
223.	JUMBO Highlighter (PINK)	Each	
224.	JUMBO Highlighter (YELLOW)	Each	
225.	Foldback Clip 19mm No1 Ea	Each	
226.	Foldback Clip 41mm No4 Ea	Each	
227.	PRIMELINE S/Steel R/Grip Scissors 17.4	Each	
228.	PRIMELINE S/S R/Grip Scissors 21.6cm	Each	
229.	PRIMELINE Heavy Duty Punch 2-Hole W63C Ea	Each	
230.	WASHIN/REPLICA File Fasteners WS82/W4	Each	

	Box		
231.	Gripbinders 19mm Ref643 Bx 100	Each	
232.	Gripbinders 38mm Ref646 Bx 100	Each	
233.	Gripbinders 76mm Ref649 Bx	Each	
234.	Paper Cube Refill 100mmx100mm 800pg	Each	
235.	Pastel Board A4 160gsm Individual Col (BUFF)	Each	
236.	Pastel Board A4 160gsm Individual Col (BLUE) 72	Each	
237.	Pastel Board A4 160gsm Individual Col (PINK) Pk 50	Each	
238.	Pastel Board A4 160gsm Individual Col (YELLOW) Pk 50	Each	
239.	Pastel Board A4 160gsm Individual Col (GREEN) Pk 50	Each	
240.	A4 160gsm White Board (Pack 50) EA	Each	
241.	REPLICA Combo Elements 6mm Plastic (Black) Each	Each	
242.	Ring Binding Elements A4 8mm Plastic (BLACK)	Each	
243.	REPLICA Combo Elements 16mm Plastic (Black)	Each	
244.	Pencil HB Singles	Each	
245.	HP Black Toner Cartridge Q6000A	Each	
246.	HP Cyan Toner Cartridge Q6001A	Each	

247.	HP Yellow Toner Cartridge Q6002A	Each	
248.	HP Magenta Toner Cartridge Q6003A	Each	
249.	CANON 701 BLACK	Each	
250.	CANON 701 CYAN	Each	
251.	CANON 701 YELLOW	Each	
252.	CANON 701 MAGENTA	Each	
253.	HP No.125A Blk L/J Cart Col/Toner CB540A	Each	
254.	HP No.125A Cyan L/J Cart Col/Toner CB541A	Each	
255.	HP No.125A Yellow L/J Cart Col/Toner CB542A	Each	
256.	HP No.125A Magenta L/J Cart Col/Toner CB543A	Each	
257.	HP #177 Black STD Ink Cart Vivera Ink C8721HE	Each	
258.	HP #177 Cyan Ink Cart Vivera Ink C8771HE	Each	
259.	HP #177 Magenta Ink Cart Vivera Ink C8772HE	Each	
260.	HP #177 Yellow Ink Cart Vivera Ink C8773HE	Each	
261.	HP 51645AE #45 Black Ink Jet Cartridge	Each	
262.	HP No78 Tri Colour Ink Cart 19ml HC6578D	Each	
263.	HP C8765HE #131 Black Ink Cartridge	Each	
264.	HP C8766HE #135 Colour Ink Cartridge	Each	
265.	HP #122 Black Ink Cartridge STD HCH561HE	Each	
266.	HP #122 Tri Colour Ink Cartridge STD	Each	

	HCH562HE		
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267.	Vision Letter Tray B9414 (BLUE)	Each	
268.	15 000200 HP CE310A	Each	
269.	15 000200 HP CE311A	Each	
270.	15 000200 HP CE312A	Each	
271.	15 000200 HP CE313A	Each	
272.	Calculator Dual Power 12digit 2008A	Each	
273.	A4 Exam Pad Fnt/Marg 100pg Punched PAD581-B	Each	
274.	P/Prop Index Set 5TAB plain A4	Each	
275.	P/P Index Set 10TAB A4	Each	
276.	P/Prop Index Set A-Z A4	Each	
277.	12Way 6x16A M/Plug+S/Protection FBLP51	Each	
278.	Filing Laces -Treasury Tags 26mm Bx 100	Each	
279.	Treasury Tags 51mm Bx 100	Each	
280.	Envelopes C4 ENP98KM 229x324mm Bx 250	Each	
281.	Env.DLB ENB92SE White S/Seal 110x220mm Bx 500	Each	
282.	Env.DLB ENB92SEM S/Seal 110x220 Bx 500	Each	
283.	Envelopes 324mmx458mm ENC102S GoldePk 10	Each	
284.	Glue Stick Large-20g/22g 645811	Each	

285.	Packaging Tape 48mmx50m (CLEAR) Roll	Each	
286.	Re Usable Prestik 100g	Each	
287.	Paper Clips Small Silver 25mm W287S Box 100	Each	
288.	Paper Clips 50mm Giant Silver Box 100	Each	
289.	Scientific Calculator Write ELW531HB/HT	Each	
290.	Eyeline Paper 370mmx216mm 1pt EW974/1 Bx 2000	Each	

291.	ESSELTE A4 75MM PP Lever Arch File ALF811 (Blk)	Each	
292.	ESSELTE A5 25MM PP 2D Ring Binder RGB476 (Black)	Each	
293.	A4 25MM PP 2D Ring Binder RGB144 (Black)	Each	
294.	PRIMELINE Paper Clips Small Silver 25mm W287S Box 100	Each	
295.	Bantex B8690 Boat Shape P/Clips 30mm N/Plated Box	Each	
296.	Paper Clips 50mm Giant Silver Box 100	Each	
297.	Computer Binder 370x280mm EW445/B 1565 (RED)	Each	
298.	P/Line Counter Book A4 2qr Fnt/Marg 192p W531	Each	
299.	RAPID Stapler No17	Each	
300.	tapler H/Duty De Luxe KW50SE	Each	
301.	CD-R 700MB 80Min 52x	Each	

	43324/5		
302.	Spike File	Each	
303.	Eraser	Each	
304.	Lever Arch Board File F/C W717/S1022/1017 Each 53.15 531.45	Each	
305.	Copy Paper A4 80Gsm White Pkt 500 30.00 45,000.00	Each	
306.	Ring Reinforcements PVC W318 Bx 250 3.44 34.45	Each	
307.	Ballpen BK77 (BLACK	Each	
308.	Desk Pen Set with Chain W115 EA	Each	
309.	Marker Permanent Fine-Bullet Point No10 (BLACK)Ea	Each	
310.	Marker Permanent Fine-Bullet Point No10 (RED) Ea 9.73 486.50	Each	
311.	Marker Permanent Fine-Bullet Point No10 (BLUE) Ea 9.73 486.50	Each	
312.	Ballpoint Pen Set10 EA 9.77 97.68	Each	
313.	Waste Paper Bin 15l Sq Plastic WAS11/12 (BLUE) Ea	Each	
314.	Rubber Bands 500g (34)	Each	
315.	Map pins W30 (WHITE) Tube 100	Each	
316.	Punch Power KW933	Each	
317.	Staple Remover KW506B4	Each	

318.	ROTRING Triangular Scale Ruler	Each	
319.	Acetate Sheet A4 Clear 200micron	Each	
320.	Display Binder A4 30pocket	Each	
321.	Console Paper 240mmx280mm 1pt Marg EW975/1 Bx 2000	Each	
322.	OKI Original Ribbon ML5521/ML5590 ML5520	Each	
323.	Staples 6mm No26/6 W254 Bx 5000	Each	
324.	CANON 701D DRUM	Each	
325.	PKT(3) MINI DVD-RW	Each	

3. EVALUATION OF TENDER

Compulsory Returnable Documentation

Compulsory documents to be submitted:

- MBD 1: Invitation to Tender (must be completed and signed)
- Copy tax clearance certificate accompanied by a pin for further verification in the name of the tenderer
- MBD 3.1: Pricing Schedule
- MBD 4: Declaration of Interest
- MBD 6.1: Preferential Points system
- MBD 8: Declaration of past Supply Chain Management Practice
- MBD 9: Certificate of Independent Bid
- Certified Proof of company registration
- Certified copies of owners identity document (Not older than three months)
- Letter of Good Standing with other Organ of State,
- Statement of Municipal rates not older than 3 months.

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE.

Preference Point System 80/20

No.	DESCRIPTION	POINTS
1	Price	80
2	Specific Goal	20
	TOTAL	100

EVALUATION CRITERIA

FUNCTIONALITY

70 or more points on functionality to qualify

Criterion	Guidelines	Weighting	Verification
Work Experience Number of successfully completed similar projects with traceable references: similar type and value	Above 4 Projects (40 points) 4 Projects (30 points) 3 Projects (20 points) 2 Projects (10 points) 1 Project (5 points)	40	Bidders must attach reference letters of projects executed or currently executing
Ownership or Partnership ○ Owning Shop or warehouse of stationery ○ Partnership with the warehouse of stationery or factory	Ownership (30 points) Partnership (20 points)	30	Bidders to attach proof of ownership or partnership franchise agreement
Key Personnel ○ He or She must possess 3 years' experience and above to qualify for full points.	Salesperson experience 3 or more years (10 points) 1 - 2 years (5 points)	10	CV for salesperson to be submitted
Transportation ○ 2 ton Truck or bakkie	Own transport (20 points) Leased transport (10 points)	20	Attach proof of ownership or lease agreement signed by both parties
Total		100	



UMZINYATHI DISTRICT
MUNICIPALITY



www.umzinyathi.gov.za

PRINCESS MAGOGO BUILDING, 39 Victoria Street, Dundee 3000, P. O Box 1965, Tel: 034 219 1500, Fax: 034 218 1940
e-mail: rc3@umzinyathi.gov.za

MBD1 PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMZINYATHI DISTRICT MUNICIPALITY

BID NUMBER:	T2024-11	CLOSING DATE:	12 JUNE 2024	CLOSING TIME:	12:00
DESCRIPTION	ESTABLISHMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF STATIONERY FOR A PERIOD OF 3 YEARS				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS)

39 VICTORIA STREET
DUNDEE
3000

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:	
SPECIFIC GOAL- FULL CSD REPORT [TICK APPLICABLE BOX]	☐ Yes ☐ No				☐ Yes ☐ No
[A FULL CSD REPORT IS TO BE ATTACHED MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOAL]					
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]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM UNIT		CONTACT PERSON	Mr. M Ntanzi	
CONTACT PERSON	SCM UNIT		TELEPHONE NUMBER	034 219 1500	
TELEPHONE NUMBER	0342191500/1549		FACSIMILE NUMBER	034 218 1940	
FACSIMILE NUMBER	0342181940		E-MAIL ADDRESS	ntanzim@umzinyathi.gov.za	
E-MAIL ADDRESS	gcalekak@umzinyathi.gov.za phangasem@umzinyathi.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**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:

B MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate/SARS compliance pin must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

DECLARATION OF INTEREST

MBD 4

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 positioning 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, shareholder²):.....

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 or any Directors/trustees/shareholders/ members presently in the service of the state?
YES / NO

3.8.1 If yes, furnish particulars.....

.....

¹MSCM 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	Are you employed by National/ Provincial/ Local Government? YES/NO	If YES, please give details

5. I duly confirm that the above information is correct until otherwise advised in writing AND the company undertakes to immediately, in writing on same day of appointment, advise the Municipality immediately if any of its directors/trustees/ members/shareholders assumes appointment as an employee in national, provincial and/or local government AND the company will deregister from the Municipality Supplier Database and cease forthwith from doing business with the Municipality AND the company shall be subject to a penalty of forfeiting all payments for services rendered or products delivered or installed if it fails to immediately disclose in writing the employment of any of its directors/trustees/ members/shareholders in national, provincial and/or local government.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) 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.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

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

4. SUB-CONTRACTING

4.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

4.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

5.6 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered account number:

Stand Number:

5.7 Total number of years the company/firm has been in business:.....

5.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- viii) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (j) forward the matter for criminal prosecution

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

MBD: 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I.....in my capacity as.....
accept your bid under reference numberdated.....for the supply
of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by
the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

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
 - b.
 - c. in relation to such system;
 - d. been convicted for fraud or corruption during the past five years;
 - e. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - f. 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 NAME) CERTIFY THAT THE
 INFORMATION FURNISHED ON THIS
 DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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
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.

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.

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Signature

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Date

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Position

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Name of Bidder