

Fetakgomo Tubatse Local Municipality



FTM/T04/26/27

ADVERTISEMENT

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF INVENTORY ITEMS FOR A PERIOD OF 12 MONTHS

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUERIES
Senior Stores Officer Ms ML Manaka Fetakgomo Tubatse Local Municipality 1 Kastania Street Burgersfort Civic Centre 1150 Tel: (013) 231 1000	Supply Chain Management Mr Tshebesebe MD Fetakgomo Tubatse Local Municipality 1 Kastania Street Burgersfort Civic Centre 1150 Tel: (013) 231 1000

NAME OF BIDDER (BIDDING ENTITY) :

.....

CSD NUMBER :

CLOSING DATE : 22 OCTOBER 2026

CLOSING TIME : 12H00

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FORM A

BID NOTICE

BID NO: FTM/T04/26/27

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF INVENTORY ITEMS FOR A PERIOD OF 12 MONTHS

Bid documents containing the Conditions of Bid can be downloaded and printed for free from Municipal website and eTender portal or purchased at the Fetakgomo Tubatse Local Municipality (Civic Centre) offices, at 1 Kastania Street, Burgersfort, 1150.

The completed bid document, must be fully priced and signed, sealed in an envelope - marked with the "BID number", and deposited in the tender box at the Fetakgomo Tubatse Local Municipality Head office – 1 Kastania Street, Burgersfort **OR** at the Apel Regional office - Stand No.1, Mashung, Ga-Nkwana, no later than **12H00 pm on 22 October 2026. The municipality will not take any responsibility for lost documents due to poor packaging.**

Fetakgomo Tubatse Local Municipality is not compelled to accept the lowest or any bid. No late, faxed or telephonic bids will be accepted.

The Municipality shall evaluate and award the tender in accordance with the 80/20 - point system of the Preferential Procurement Regulations of 2022 - **where 80 points are allocated for the bid price and 20 points for specific goals**, the general conditions of contract (GCC) and, where applicable, any other special conditions of contract. Prospective bidders must accept that the bid price will be adjudicated according to market related prices and/or prices as per legislation, where applicable. Bids will remain valid for **90 validity** days.

Enquiries related to technical specifications should be addressed to **Ms ML Manaka** on the telephone number (013) 231 1000 or email mlmanaka@ftlm.gov.za

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (AS DEFINED IN REGULATION 1 OF THE LOCAL GOVERNMENT: MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS)

MBD1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FETAKGOMO TUBATSE LOCAL MUNICIPALITY					
BID NUMBER:	FTM/T04/26/27	CLOSING DATE:	22 OCTOBER 2026	CLOSING TIME:	12H00 PM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF INVENTORY ITEMS (PANEL OF SERVICE PROVIDERS) FOR A PERIOD OF 12 MONTHS				
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					
1 KASTANIA STREET		OR		STAND NO 1	
CIVIC CENTRE		MASHUNG			
BURGERSFORT		GA-NKWANA			
1150		0739			
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	N/A	
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	Supply Chain Management		DEPARTMENT	Budget and treasury office	
CONTACT PERSON	Mr Tshebesebe MD		CONTACT PERSON	Ms ML Manaka	
TELEPHONE NUMBER	013 231 1130		TELEPHONE NUMBER	013 231 1000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	mdtshebesebe@ftlm.gov.za		E-MAIL ADDRESS	mlmanaka@ftlm.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, 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:

FORM B

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF INVENTORY ITEMS FOR A PERIOD OF 12 MONTHS

1. BACKGROUND AND MOTIVATION

Fetakgomo Tubatse Local Municipality requires a reliable supply of inventory items to support its daily operations, maintenance activities and service delivery responsibilities. This tender seeks to appoint suitably qualified and experienced service providers to supply and deliver the specified items in accordance with the Municipality's requirements. The appointment aims to ensure consistent availability, appropriate quality, timely delivery and value for money throughout the contract period.

The municipality hereby intends to appoint a panel of service providers for the supply and delivery of inventory items, on an as and when required basis, for a period of 12 months.

Quotations will be requested on a rotational basis from the appointed panel of service providers

2. SCOPE OF WORK

2.1 Supply and Delivery

Successful bidders will be required to supply and deliver inventory items and consumables to Fetakgomo Tubatse Local Municipality (FTLM), as and when required, on a quotation basis.

2.2 Quality Requirements

All goods supplied must comply with the specifications and quality requirements stipulated by the Municipality. Printer cartridges must be original equipment manufacturer (OEM) products.

2.3 Delivery Period

Goods must be delivered within seven (7) working days from receipt of an official purchase order. Failure to deliver within the stipulated period may result in cancellation of the order.

2.4 Contract Duration

The contract will be valid for twelve (12) months from the commencement date specified by the Municipality.

2.5 Delivery Location

All goods must be delivered to the FTLM Stores Warehouse, situated at the Old Municipal Building in Burgersfort.

2.6 Ordering Arrangements

Quotations will be requested as and when goods are required. Supply and delivery may proceed only upon receipt of an official purchase order issued by the Municipality. **NB:** Procurement of goods and services will be as and when required on a quotational .

3. LIST OF THE INVENTORY ITEMS:

No.	Stock Item Code	Stock Item Description
1	EB000009	Bulbs: 100W
2	EB000010	Bulbs: Downlights AJ10
3	EB000011	Bulbs: Fluorescent fitting 240
4	EB000012	Bulbs: Fluorescent fitting 240
5	EB000013	Bulbs: High-pressure mercury L
6	EB000014	Bulbs: Mercury vapour 125W
7	EB000015	Bulbs: OSRAN L36W/640
8	EB000016	Bulbs: PHILLIPS 250W/542
9	EB000017	Downlight bulbs
10	EB000018	Fluorescent fitting 40
11	EC000057	Connector strip HELLMANN TATTO
12	ED000002	DECOSTER OSRAM272795
13	EE000004	ELECTRICAL CHOKES 240V65W
14	ES000008	SAFETY STARTER PHILLIPS 4-65W
15	ET000002	TEYS CONDUCTORS 035006
16	ET000003	TEYS CONDUCTORS LCAD80Q7
17	ET000008	TRAFFIC LIGHTS
18	ET000009	TESYS CONDUCTORS
19	EB000036	CIRCUIT BREAKER(CBI)5A-C2 240V 50HZ 6KA
20	EB000038	2XTWO WAY RADIO SET
21	EB000040	CIRCUIT BREAKER(CBI)20A-C2 240V 50HZ 6KA

22	EB000041	EARTH LEAKAGE (CBI)L&nN 63A-C2 240V 50HZ
23	EB000043	1 LEVE 1 WAY LIGHT SWITCH
24	EB000044	2X16A SWITCHED SOCKETS
25	EB000046	STOVE ISOLATOR 32A DP 2X4
26	EB000050	PROFESSIONAL GBM-RE CORDED 240V 40DRILL
27	EB000061	CABLE MARKING FOR 5;5 WIRES (1000 MAKERS)
28	EB000063	DISTRIBUTION BOARD MARKING LABEL BBKLET
29	EB000064	BOLT CUTTER
30	EB000065	METRIC SOCKET WRENCH KIT- X 48 PIECES
31	EB000066	METRIC SOCKET WRENCH KIT-48 PIECE
32	EB000067	CABLE ACCESSORIES PRE-INSULATED PLUG PX10MM
33	EB000068	INSULATED BUSBAR TERMINAL WIRE 3PH 63A 1000MM 56POL
34	EB000071	BULB (high pressure sodium vapour & metal halide)
35	EB000073	BULB FOR MERCURY VAPOUR LAMP 230 50HZ 250
36	EB000074	CANON POWERSHOT SX540 HS CAMERA
37	EB000076	IRON SAW
38	EB000065	WACO ELECTRICAL TOOL BOX
39	EB000070	BULB 1/2 OGLIS 1000W B80 230V 50HZ 1/1/21
40	CC000055	CHEMSTRAT WINDOW CLEANER 1L
41	CC000056	CLEANING CLOTH (MUTTON) CLOTH
42	CC000058	CHAINSAW 45CC-2STROKE CORDLESS PETROL 455MM
43	CC000059	CONES: 4PACK 9INCH CONE
44	CD000006	DUST MUST: A-501P1
45	CD000007	DUST MUST: FIP1 NR
46	CD000008	DUST MUST: SHP100
47	CD000009	DUST MUST: SHP100

48	CD000010	DUST MUST: SHP100
49	CD000011	DISH WASHING LIQUID 25L
50	CF000001	WOOD FUNITURE OIL 300ML
51	CF000002	FURTHER DUSTER LONG
52	CF000003	FURTHER DUSTER SHORT
53	CH000001	MULTI -PURPOSE- CREAM 5L
54	CH000002	MULTI-PURPOSE - CREAM 25L
55	CH000007	HEAVY DUTY PICK
56	CH0000008	HEAVY DUTY 25 STROKE BRUSH CUTTER43CC PETROL
57	CH0000009	HEAVY HANDLE PICK
58	CJ000001	MULTI PURPOSE BLEACH 5L
59	CJ000002	MULTI PURPOSE BLEACH 25L
60	CL000001	LIQUID HAND SOAPS 25L
61	CL000003	LITTER PICKERSTONG(JAEQ-1050)
62	CP000001	PINE GEL 25L
63	CP000002	PAINTS
64	CR000005	REFUSE BAGS BLACK 750X950 MM
65	CR000007	SKIP BIN WASTE COVERING NET 9M3
66	CR000008	PLASTIC APRON
67	CT000004	TOILET BOWL CLEANER 25L
68	CT000005	TOILET PAPER 2PLY 48 PER PACK
69	CW000003	WINDOW CLEANER
70	CW000004	WINDOW SQUEEGEE EXTENDABLE 600
71	CW000005	WASHING POWDER 5KG
72	CD000001	DUE BLOCKS
73	CD000005	DUST MUSK : 2010 FF1

74	CA000001	AIR FRESHNERS 450G
75	CA000002	MULTI-INSERT KILLER SPRAY450G (MUTIN/DOOM)
76	CA000004	PLASTIC LONG HANLE SCOOP WITH WISKA BROOM
77	CA000006	ADJUSTABLE/AXTENDABLE 3M FEATHER DUSTER
78	CA000010	SPONGE SCOURCES 55MM
79	CA000005	ADJUSTABLE/EXTENDABLE 8M FEATHER DUSTER
80	CC000057	CLEANING CREAM 5L
81	CD000012	UNRINAL DEODORIZER MATS
82	CD000013	DISH WASHING CLOTH SMALL
83	CD000014	DISH WASHING CLOTH MEDIUM
84	CD000015	DUSTPAN (PLASTIC LONH HANDLE SCOOP-WITH WHISKA BOOM
85	CD000016	DIS-INFECTION BLACK 5 LITRE
86	CH000003	HEAVY DUTY INDUSTRIAL MOP
87	CH000006	HEAVY DUTY BROOM WOODEN 450MM FIRM
88	CM000001	MULTI PURPOSE LIQUID CLEANER
89	CR000006	REFUSE BAG BLUE/GREEN750 X950 HEVY DUTY
90	CT000006	TRASH BAGS (SMALL OFFICE TRASH BAG)1.2GALLONS
91	CT000008	TOILET CLEANER BLOCKS
92	CT000009	TOILET BRUSH SET
93	CO000001	OFFICE BINS 801.2401
94	CP000002	PESTICDES BOTTLE: GARDERS PRESSURE SPRAYER 5L
95	CT000004	FLOOR TILES CEMENT
96	CT000005	FLOOR TILES
97	CT000006	TOILET
98	EB000020	3 POLE CONTACTOR DC COIL 240 V
99	EB000021	IGNITORS 3WIRE (90X35)100X1.8X105c

100	EB000022	LIGHTING CAPACITATOR 50PF(SIZE0XHmm)=50x100
101	EB000023	METAL HALIDE LAMPTUBULAR-MT-1000W CLR,E40BAS
102	EB000024	HIGH PRESSURE SODIUM LAMP TUBULAR1000W E40
103	EB000025	5PIN STRAIGHT INDUSTRIAL PLUGS (SREW WIRING)
104	EB000026	5HOLES SCREW WIRING 10SURFACE MOUNTING SOCKE
105	EB000027	INSULATION TAPE20MX19MM(W)
106	EB000028	MULTI TESTER
107	EB000029	TERMINAL BLOCKS2.5MM
108	EB000030	BET BAGS FOR TOOLS
109	EB000031	SUFFIX CACLE (2;5MM X100M)
110	EB000032	LED STOB BEACONS12X80V DCMAGNETIC 204X145
111	EB000033	WATER PUMP GAS PIER
112	EB000035	CIRCUIT BREAKER(CBI)80A-C1240V 50HZ 6KA
113	EB000037	SUFFIX CABLE(6MMX100M)
114	EB000039	CIRCUIT(CBI)10A-C2 240 50HZ 6KA
115	EB000048	LAW TENSION SPLICING KIT FOR ARMOURED CABLE
116	EB000049	2PIN TYPE OF CENTR 18W G2D2 152MM ENERGGY SA
117	EB000051	COUPLING CONDUIT EX 16MM MOUNTING HOLE 20MM
118	EB000052	STAINLESS STEL STAPPING9,5 MM 0,65 THICKNESS
119	EB000059	STRAPPING BUCKLRTS 9;5 MM 100/BOX
120	EB000060	BAND &BUCKLE TOOL
121	EB00061	DISTRIBUTION BOARD MARKING LABLE BOOKLET
122	SA000001	TRANSPARENT ADHESIVE TAPE 66MM
123	SA000003	ARC LEVER FILES 70MM
124	SA000004	ARCHIVE BOXES 310REF 520144
125	SA000005	3FOLDER A4 TRAFFIC FILES

126	SA000006	ARC LIVER FILES 35M
127	SB000001	BINDER: BANTEX DATA BINDER
128	SB0000013	BOOKS: INVOICE RECEIPT BOOKS
129	SB000002	BINDING COVER
130	SB000003	BOOKS: A3 ATTENDANCE REGISTER
131	SB000004	BOOKS: CASH RECEIPTS BOOKS
132	SB000005	BOOKS: MANUAL INTERNAL REQUISITION
133	SB000006	BOOKS: MANUAL PETROL BOOK
134	SB000007	BOOKS: MANUAL PURCHASE ORDER BOOK
135	SB000008	BOOKS: MANUAL TRIP AUTHORISATION BOOK
136	SB000009	RING BINDERS 25MM
137	SB000010	RING BINDERS 12.5MM
138	SB000011	BINDERS: RING BINDER 50MM
139	SB000012	TRAFFIC POLICE POCKET BOOKS
140	SB000014	TRAVEL LOGBOOK
141	SB000015	MOTOR GRADING BOOKS
142	SB000016	TLB BOOKS
143	SB000020	BLANKETS (DOUBLE PLY 200 X 250CM)
144	SC000001	CARTRIDGE: BROTHER TONER TN-20
145	SC000002	CARTRIDGE: CANON 24 BLACK
146	SC000003	CARTRIDGE: HI-PRO 4096A
147	SC000004	CARTRIDGE: HP 12A BLACK
148	SC000005	CARTRIDGE: HP 14 BLACK
149	SC000006	CARTRIDGE: HP 15 BLACK
150	SC000007	CARTRIDGE: HP 17 BLACK
151	SC000008	CARTRIDGE: HP 22 XL TRICOLOUR

152	SC000009	CARTRIDGE: HP 27 BLACK
153	SC000010	CARTRIDGE: HP 28 TRICOLOUR
154	SC0000100	HP TONER 507A BLACK HPCE400A
155	SC0000101	HP BLACK TONER CF210A
156	SC0000102	HP TONER CF211A CYAN
157	SC0000103	HP TONER CF212A YELLOW
158	SC0000104	HP TONER CF213A MAGENTA HPCF21
159	SC0000105	BROTHER BLACK 3355 DRUM UNIT
160	SC000011	CARTRIDGE: HP 57 TRICOLOUR
161	SC000012	CARTRIDGE: HP 650 BLACK
162	SC000013	CARTRIDGE: HP 650 TRICOLOUR
163	SC000014	CARTRIDGE: HP DESIGN JET 72 BL
164	SC000015	CARTRIDGE: HP DESIGN JET 72 GR
165	SC000016	CARTRIDGE: HP DESIGN JET 72 MA
166	SC000017	CARTRIDGE: HP DESIGN JET 72 YE
167	SC000018	CARTRIDGE: HP INKJET 15 BLACK
168	SC000019	CARTRIDGE: HP INKJET 45 BLACK
169	SC000020	CARTRIDGE: HP LASER JET 122A B
170	SC000021	CARTRIDGE: HP LASER JET 122A M
171	SC000022	CARTRIDGE: HP LASER JET 122A Y
172	SC000023	CARTRIDGE: HP LASER JET 128A B
173	SC000024	CARTRIDGE: HP LASER JET 128A C
174	SC000025	CARTRIDGE: HP LASER JET 128A Y
175	SC000026	CARTRIDGE: HP LASER JET 49A BL
176	SC000027	CARTRIDGE: HP LASER JET 53A
177	SC000028	CARTRIDGE: HP LASER JET 55A

178	SC000029	CARTRIDGE: HP LASER JET 92A
179	SC000030	CARTRIDGE: HP LASER JET 96A
180	SC000031	CARTRIDGE: HP OFFICE JET 122 B
181	SC000032	CARTRIDGE: HP OFFICE JET 130 B
182	SC000033	CARTRIDGE: HP OFFICE JET 135 T
183	SC000034	CARTRIDGE: HP OFFICE JET 21 BL
184	SC000035	CARTRIDGE: HP OFFICE JET 22 TR
185	SC000036	CARTRIDGE: HP OFFICE JET 57 TR
186	SC000037	CARTRIDGE: HP OFFICE JET 88 BL
187	SC000038	CARTRIDGE: HP OFFICE JET 88 BL
188	SC000039	CARTRIDGE: HP OFFICE JET 88 CY
189	SC000040	CARTRIDGE: HP OFFICE JET 88 MA
190	SC000041	CARTRIDGE: HP OFFICE JET 88 MA
191	SC000042	CARTRIDGE: HP OFFICE JET 88 YE
192	SC000043	CARTRIDGE: HP OFFICE JET 940XL
193	SC000044	CARTRIDGE: HP OFFICE JET 940XL
194	SC000045	CARTRIDGE: HP OFFICE JET 940XL
195	SC000046	CARTRIDGE: HP OFFICE JET 940XL
196	SC000047	CARTRIDGE: SAMSUNG 1015 BLACK
197	SC000048	CARTRIDGE: SAMSUNG TONER - BLA
198	SC000049	CARTRIDGE: SAMSUNG TONER - CYA
199	SC000050	CARTRIDGE: SAMSUNG TONER - MAG
200	SC000051	CARTRIDGE: SAMSUNG TONER - YEL
201	SC000052	CARTRIDGE: XEROX 113 R00667 BL
202	SC000053	CARTRIDGE: XEROX TONER 006R012
203	SC000054	CASH BOX STEEL 271117

204	SC000056	CLIPBOARD: MERSONITE
205	SC000061	CORRECTION PEN
206	SC000062	COUNTER BOOK 192 PAGES 2 QUIRE
207	SC000063	CRAYON: WAX CRAYON ASSORTED
208	SC000064	CANON 24 COLOUR
209	SC000065	CARTRIDGE: HP LASER JET 122A C
210	SC000066	HP 05A BLACK CARTRIDGE
211	SC000067	HP LASER JET 128A M
212	SC000068	LEXMARK 14 BLACK
213	SC000069	LEXMARK 17 BLACK
214	SC000070	LEXMARK 15 COLOUR
215	SC000071	CARTRIDGE: SAMSUNG TONER - ML-
216	SC000072	CARTRIDGE: SAMSUNG TONER BLACK
217	SC000073	CARTRIDGE: HP 122 TRI-COLOUR
218	SC000074	CALCULATOR: 12 DIGITS DESKTOP
219	SC000075	CARTRIDGE: SAMSUNG 101 MLT 101
220	SC000078	CARTRIDGE:HP 951XL YELLOW CART
221	SC000079	CARTRIDGE:HP 951XL MAGENTA CAR
222	SC000080	HP LASER JET INK STD CE255A
223	SC000081	HP LASER JET Q3960A BLK TONER
224	SC000082	XEROX WORKCENTRE 4118 TONER CA
225	SC000083	HP CATRIDGE 130A BLACK LASERJ
226	SC000084	HP CARTRIDGE 130A CF351A CYAN.
227	SC000085	HP CARTRIDGE 130A CF352A YELLO
228	SC000086	HP CATRIDGE 130A CF353 MAGENTA
229	SC000087	SAMSUNG TONER BLACK MLT-D111S

230	SC000088	HP CF400A BLACK CARTRIDGE
231	SC000089	HP CF401A CYAN CARTRIDGE
232	SC000090	HP CF402A YELLOW CARTRIDGE
233	SC000091	HP CF403A MAGENTA CARTRIDGE
234	SC000092	SAMSUNG MLT-D111S BLACK CARTRI
235	SC000107	HP 87A BLACK LASER JET CARTRIDGE
236	SC000108	BROTHER BLACK 3355 DRUM UNIT
237	SC000109	HP 37 BLACK CARTRIDGE
238	SD000001	DATE STAMP
239	SD000002	DRAWING PINS STAINLESS STEEL.
240	SE000005	ENVELOPES A3 (BROWN)
241	SE000006	ENVELOPES A4 (BROWN)
242	SE000007	ENVELOPES A5 (BROWN)
243	SE000009	HEAVY DUTY EXTENTION 20M BLACK
244	SE000010	HEVY DUTY EXTENSION2X16A 10M BLACK
245	SE000011	SEC6 MULTIPLUG 3X3 PIN +XEURO
246	SF000001	FILE FASTENER
247	SF000002	FILE DIVIDERS ASSORTED
248	SF000003	FROSTED SHEET CLEAR: FOR FILIN
249	SF000004	A3 TRAFFIC FOLDER FILES
250	SG000001	GLITTER GLUE 120MM ASSORTED CO
251	SG000002	GLUE STICK 43 grams
252	SG000003	GLITTER GLUE 10.5MM
253	SI000001	INK FILM: PANASONIC KX-FA55A
254	SL000001	LETTER TRAYS 3STACK(3LAYERMASH DOCUMENT TRAY)
255	SM000002	STICKY NOTE MEMO CUBE ASSORTED

256	SO000001	OPTI PLAN FILES 440
257	SO000002	OPTI PLAN FILES 445
258	SO000003	OPTI PLAN FILES 653
259	SO000005	OPTI PLAN FILES 450
260	SO000006	OPTITAB 51MM ALPHABETIC TABS (
261	SO000007	OPTIPLAN 350 FILES
262	SP000001	PAINT BRUSH
263	SP000002	HIGHLIGHTER PENS ASSORTED
264	SP000003	PAIR OF SCISSORS (SMALL)
265	SP000004	PLASTIC PEN HOLDERS
266	SP000005	PAPER CLIPS 50MM
267	SP000006	PERMANENT MARKERS VARIOUS
268	SP000007	A3 PAPER (420 X 297) 160 CIE
269	SP000008	PRESTIC BOSTIC
270	SP000009	A4 PRINTING PAPER (160CIE)
271	SP000010	GIANT PUNCHER
272	SP000011	A4 PAYSLEPS
273	SP000012	MEDIUM PUNCHER
274	SP000015	PENCILS ALL TYPES
275	SP000016	PENS: BLACK /STICK BALLPOINT/BIG CLIC MEDUIM
276	SP000017	PACKAGING TAPE 48MM*100M
277	SP000018	PAPER CLIPS NICKEL 33MM.
278	SP000019	PEN:RED
279	SP000020	FOLDBACK CLIPS 35MM
280	SP000021	FOLDBACK CLIPS 25MM
281	SR000001	PLASTIC RULERS

282	SS000015	STABLES 17MM
283	SS000016	STABLES 6MM
284	SS000018	STAMP INK 30 ML
285	SS000020	SUSPENSION FILES
286	SS000021	OFF-SITE STORAGE BOX (28.5CM X 33 X 43CM)
287	SS000022	STAPLE REMOVER
288		OFFICE STAMPS
289	SS000037	STICKERS: SIGN HERE
290	SS000038	STICKERS: CONFIDENTIAL
291	SS000039	SOLID PLASTIC CONTAINER
292	SS000042	SPONGE (910X100CM)
293	SS000040	STORAGE BOX 390 :RE ORDER NO 52146
294	SS000044	SKIP BIN WASTE COVERING NET 9M3
295	SS000045	STEEL RALE
296	SS000046	SLASHER
297	SS000047	SPADE:FLAT BOTTON 6M
298	SS000048	SHOVEL:ROUND NOSE MB2 MH55
299	ST000001	CLEAR SELLOTAPE 48MM X50M EACH
300	SW000001	WATER COLOUR PAINTS 12
301	SW000002	WHEEL BARROW HEAVY DUTY
302	UL000002	GLOVES 13HV SEAMLESS/ALL SIZE
303	UR000022	PVC GLOVES
304	UA000002	APRONS
305	UC000058	CORPORATE SKIRTS SIZE: 34
306	UC000059	CORPORATE SKIRTS SIZE: 38
307	UC000060	CORPORATE SKIRTS SIZE: 40

308	UC000064	CRICKET HATS
309	UD000001	DUST COATS
310	UE000001	EAR PLUGS 200 PAIRS
311	UG000003	GOLF SHIRTS SIZE: L
312	UG000004	GOLF SHIRTS SIZE: M
313	UG000005	GOLF SHIRTS SIZE: S
314	UG000006	GOLF SHIRTS SIZE: XL
315	UG000007	GOGGLES 20X12
316	UH000002	HELMETS
317	UK000001	KNEE GUARDS (COVER)
318	UL000001	LEATHER GLOVES ALL SIZE
319	UR000001	RAIN COATS SIZE: L
320	UR000002	RAIN COATS SIZE: M
321	UR000003	RAIN COATS SIZE: S
322	UR000004	RAIN COATS SIZE: XL
323	UR000006	REFLECTOR JACKETS SIZE: 2XL
324	UR000007	REFLECTOR JACKETS SIZE: 3XL
325	UR000008	REFLECTOR JACKETS SIZE: L
326	UR000009	REFLECTOR JACKETS SIZE: M
327	UR000010	REFLECTOR JACKETS SIZE: S
328	UR000019	HEAVY DUTY RUBBER HOUSE HOLD HAND GLOVES
329	UR000020	RUBBER GLOVES SIZE: M
330	UR000021	RUBBER GLOVES SIZE: S
331	US000001	SAFETY BOOTS SIZE: 3
332	US000002	SAFETY BOOTS SIZE: 4
333	US000003	SAFETY BOOTS SIZE: 5

334	US000004	SAFETY BOOTS SIZE: 6
335	US000005	SAFETY BOOTS SIZE: 7
336	US000006	SAFETY BOOTS SIZE: 8
337	US000007	SAFETY BOOTS SIZE: 9
338	US000009	SHIRTS SIZE: L
339	US000010	SHIRTS SIZE: M
340	US000011	SHIRTS SIZE: S
341	US000012	SHIRTS SIZE: XL
342	US000013	SAFETY BOOTS SIZE: 10
343	UW000005	WORK SUITS 2PCS SIZE: 30
344	UW000006	WORK SUITS 2PCS SIZE: 38
345	UW000007	WORK SUITS 2PCS SIZE: 40
346	UW000008	WORK SUITS 2PCS SIZE: 42
347	UW000009	WORK SUITS 2PCS SIZE: 44
348	UW000010	WORK SUITS 2PCS SIZE: 46
349	UW000011	WORK SUITS 2PCS SIZE: 48
350	UW000012	WORK SUITS JEANS SIZE: 38
351	UW000013	WORK SUITS JEANS SIZE: 40
352	UW000014	WORK SUITS JEANS SIZE: 42
353	UW000015	WORK SUITS JEANS SIZE: 43
354	UW000016	WORK SUITS JEANS SIZE: 44
355	UW000017	WORK SUITS JEANS SIZE: 48

FORM C

RESPONSIVENESS AND EVALUATION

All bids received shall be evaluated in accordance with the Municipal Supply Chain Management Regulations, the Fetakgomo Tubatse Local Municipality Supply Chain Management Policy, the Preferential Procurement Regulations 2022, and all other applicable legislation. Bids that exhibit obvious deviations from the specified requirements or conditions shall be eliminated from further evaluation. This tender will be evaluated on an 80/20 preferential point system where 80 points are allocated for the price and 20 points for specific goals.

The evaluation process consists of the following sequential phases:

- Phase 1 — Administrative Compliance

Bidders who do not comply with all the requirements will be disqualified.

Quotations will be requested from bidders appointed in the panel on a rotational basis on an as and when required basis.

1. Administrative Compliance

RESPONSIVENESS CRITERIA

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified. Bidders will be required to submit the following as critical administrative compliance requirements:

- All Pages to be Initialed including general conditions of the contract
- All attached MBD forms must be completed in full and signed.
- False declaration will lead to disqualification
- Compliant tax status (the Municipality will generate a CSD report during evaluation of the bids to confirm the tax status).
- Company Registration Document (CK) (If JV, for both) must be attached
- Power of attorney / authority of signatory and indicating who is authorized to sign the documents (if it's a JV, both partners must sign) must be attached.
- Tender document may not be re-typed. Re-typed documents will result in the disqualification of the tender.
- Tender documents must be filled in using black ink pen only
- Joint Venture agreement, where applicable, the lead partner must have at least 51% or above shares in the company

- Submission of the tender document in its original form (refers to every page of bid document as originally purchased or produced without any amendments or changes)
- Submission of Municipal rates and taxes or municipal service invoice issued to the bidder and all directors, by any other municipality or municipal entity. The rates and taxes charges must not be in arrears for more than three months (90 days) for both the bidding company & its directors:
 - I. If staying in a non-rate-able area, please attach letter from the Tribal Authority / Chief or Headman / affidavit or municipal proof of address
 - II. If you are renting, attach a copy of a valid signed lease agreement.
 - III. If the business is operating at the director's residence, an affidavit must be attached stating such
- Certified ID copies of directors/shareholders/members to be attached.
- Proof of credit facility letter from a registered financial institution with a valid NCR number or a bank guarantee letter of R 50 000.00 or higher.

PLEASE NOTE THAT ALL CERTIFIED DOCUMENTS MUST BE ORIGINALLY CERTIFIED AND NOT OLDER THAN 6 MONTHS.

NB: BIDDERS WHO FAIL TO COMPLY WITH ANY OR ALL OF THE ABOVE-MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED

SPECIFIC GOALS

Local area of supplier	Means of verification	Number of Points for Preference
Companies located within Fetakgomo Tubatse Municipality	Address on the company registration document (CK) or Municipal Rates and Taxes	20

ANNEXURE A

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of Bidder..... Bid Number.....

Closing Time Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

- Required by:.....
- At:.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

ANNEXURE B

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, 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 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	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

ANNEXURE C

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

b) **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.

1.2 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.

1.3 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

- 1.4 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.
- 1.5 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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

Where;

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\max}$ = Price of highest acceptable bid

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:

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)
 \end{array}$$

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

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Companies located within Fetakgomo Tubatse Municipality	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm.....

8.2 Company registration number:

8.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have

—

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

1.

2.

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

DATE:

ADDRESS

ANNEXURE D

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

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;
- Proof of Tax Compliance Status;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- 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 fulfillment 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

DATE

WITNESSES

1

2.....

DATE:

.....

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/SERVICESPART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdatedfor 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/services delivered in accordance with the terms and conditions of thecontract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE(ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFICGOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

- | | |
|----|-------|
| 1. | |
| | . |
| 2. | |
| | . |

ANNEXURE E
MBD 8

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 supplychain 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 anyimproper 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 publicsector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention andCombating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submittedwith 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 therestriction 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 thebottom 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

ANNEXURE F

MBD 9

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:

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:
 - i has been requested to submit a bid in response to this bid invitation;
 - ii could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- iii 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;
 - a. geographical area where product or service will be rendered (market allocation)
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit or not to submit, a bid;
 - d. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE G

OBJECTIONS AND COMPLAINTS

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, 1 Kastania street, Burgersfort, 1150.

Signed :

Name in Print :

ANNEXURE H

GENERAL CONDITIONS OF CONTRACT

Definitions

(1) The following terms shall be interpreted as indicated:

“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

“Contracts” means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendixes thereto and all documents incorporated by reference therein.

“Contract price” means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.

“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.

“Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- a) **“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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - b) **“Day”** means calendar day.
 - c) **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - d) **“Delivery ex stock”** means immediate delivery direct from stock actually on hand.
 - e) **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - f) **“Dumping”** occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of country of origin and which have the potential to harm the local industries in the RSA.
 - g) **“Force Majeure”** means an event beyond the control of provider and not involving the provider's fault or negligence and is 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.
 - h) **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 bidders of the benefits of free and open competition.
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- i) **“GCC”** means the General Conditions of Contract.
- j) **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- k) **“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 provider or his subcontractors) and which costs are inclusive of the 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 supplies covered by the bid will be manufactured.
- l) **“Local Content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacturing does take place.
- m) **“Manufacture”** means the products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- n) **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service
- o) **“Project site,”** where applicable, means the place indicated in bidding documents.
- p) **“Purchaser”** means the Fetakgomo Tubatse Local Municipality.
- q) **“Republic”** means the Republic of South Africa.
- r) **“SCC”** means the Special Conditions of Contracts.
- s) **“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 provider covered under the contract.
- t) **“Written”** or “in Writing” means hand-written in ink or any form of electronic or mechanical writing.

(2) Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (including professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

(3) General

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 non-refundable fee for documents may be charged.

Invitations to bid are usually published in locally distributed news media and in the institution's website.

(4) Standards

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

(5) Uses of contract documents and information inspection

The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The provider 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.

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 provider's performance under the contract if so required by the purchaser.

The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

(6) Patent rights

The provider 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.

When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

(7) Performance Security

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 Special Conditions of Contract.

The process of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.

The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

1. 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
2. A cashier's or certified cheque

The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider'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 account of the bidder.
 - 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation 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 with the testing authority concerned.
 - 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services accepted or not, the cost in connection with these inspections, tests or analysis shall be defrayed by the provider.
 - 8.6 Supplies 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 supplies 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 supplies shall be held at the cost and risk of the provider, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the provider's cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
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- 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 23 of GCC.

(9) Packing

- 9.1 The provider 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 subsequent instructions ordered by the purchaser.

(10) Delivery and documents

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

(11) Insurance

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

(12) Transportation

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

(13) Incidental services

- a) The provider may be required to provide any or all of the following services, including additional services, if any:
 - b) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - c) Furnishing of tools required for assembly and/or maintenance of the supplied goods; 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 services shall not relieve the provider of any warranty obligations under this contract; and
 - e) Training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
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- f) Price charged by the provider 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 provider for similar services.

(14) Spare parts

As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

- 14.1 Such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract;
- 14.2 In the event of termination of production of the spare parts:
 - (a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

(15) Warranty

- a The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - b This warranty shall remain valid for twelve (12) months, or any portion thereof as the case may be, after goods 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.
 - c The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
 - d Upon receipt of such notice, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser.
 - e If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
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(16) Payment

- a The method and conditions of payments to be made to the provider under this contract shall be specified.
- b The provider 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.
- c 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 provider.
- d Payments will be made in Rand unless otherwise stipulated.

(17) Prices

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

Increase/ decrease of quantities

In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised 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.

Contract amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

Assignment

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

Subcontracts

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

(18) Delays in the provider's performance

- 16.1 Delivery of goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
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- 16.2 If at time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the act of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 16.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 16.4 Except as provided under GCC clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 16.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods not delivered later at the provider'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 provider.

(19) Penalties

- 19.1 Subject to GCC clause 25, if the provider 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.

(20) Termination for default

- a The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- i If the provider 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
 - ii If the provider fails to perform any other obligation(s) under the contract;
 - iii If the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
-

- b In the event of the purchaser terminating 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

(21) Anti-dumping and countervailing duties and rights

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 rights are increased in respect of any dumped or subsidised import, the Municipality 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 are abolished, or where the amount of such provisional payments or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to be delivered or rendered in terms of the contract or any other contract or any other amount which may be due to him.

(22) Force Majeure

- a Notwithstanding the provisions of GCC clause 22 and 23, the provider 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.
- b If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

(23) Termination for insolvency

- a The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.

(24) Settlement of disputes

- a If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
 - b 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 provider 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.
 - c Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
 - d Notwithstanding any reference to mediation and/or court proceedings herein.
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- 1 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 2 The purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

(25) Limitation of liability

- a Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 6:
- b The provider 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 provider to pay penalties and/or damages to the purchaser; and
- c The aggregate liability of the provider 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.

(26) Governing language

- a 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.

(27) Applicable laws

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

(28) Notices

- a Every written acceptance of a bid shall be posted to the provider 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 noticed later by him in writing and such posting shall be deemed to be proper services of such notice.
- b 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.

(29) Taxes and duties

- a A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
 - b A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
 - c 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.
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(30) Transfer of contracts

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

(31) Amendment of contracts

- a 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.
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ANNEXURE I

SPECIAL CONDITIONS OF THE CONTRACTS:

1. It is emphasized that a contract will not necessarily result from the responses received to this request for proposal. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to enter into negotiations with any one or more of the respondents, should it be decided to proceed with the contract.
 2. FETAKGOMO TUBATSE MUNICIPALITY reserves the right not to evaluate and /or consider any proposal that does not comply strictly with the requirements as set out in this request.
 3. FETAKGOMO TUBATSE MUNICIPALITY reserves the right to make a decision/ selection based solely on the information received in the proposal to this request.
 4. The bid price must remain valid for a period of 90 days calculated from the closing date.
 5. Accept that the employer will not compensate the bidder for any costs incurred in the preparation and submission of a bid offer, including the costs to demonstrate that aspects of the offer satisfy requirements.
 6. The Municipality may accept or reject any variation, deviation, bid offer or alternative bid offer, and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.
 7. **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**
 - i. Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - ii. Failed, during the last five years, to perform satisfactorily on a previous contract with the Fetakgomo Tubatse Local Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
 - iii. Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
 - iv. Been convicted of fraud or corruption during the past five years;
 - v. Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - vi. 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) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.
 8. **The Municipal Manager may cancel a contract awarded to a person if:**
 - The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
 9. No bids will be considered from persons in the service of the state (as defined in regulation 1 of the local government: municipal supply chain management regulations)
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