

# MAQUASSI HILLS LOCAL MUNICIPALITY

HEAD: SUPPLY CHAIN MANAGEMENT



**CONTRACT No MHLM/SCM/18/2022/2023. RE-ADVERT**

**PANEL OF SERVICE PROVIDERS FOR THE  
SUPPLY AND DELIVERY OF STATIONERY  
FOR THREE (3) YEARS**

Tenderer's Name:
Postal Address:
Telephone No:
Cellular No:
E-Mail Address:
Contact Person:

Tenders contained in sealed envelopes and marked with **MHLM/SCM/18/2022/2023** and the **Contract Description** must be placed in the Tender Box located in the **MAQUASSI HILLS LOCAL MUNICIPALITY (FOYER)** not later than **16 NOVEMBER 2023**, when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.**

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**MHLM/SCM/18/2022/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS**

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## 11. **TENDERERS PLEASE NOTE:**

- 11.1 Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer's failure to observe this requirement.

## **MAQUASSI HILLS LOCAL MUNICIPALITY**

### **TENDER SUBMISSION CHECKLIST**

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	Tenderer to Tick (✓)	For Official Use Only
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? ( <b>No correction fluid used</b> )		<b>D</b>
2	Has all tendered rates been priced in <b>INK</b> and corrections countersigned? ( <b>No correction fluid used</b> )	<b>N/A</b>	<b>D</b>
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?	<b>N/A</b>	

4	Has all information as required in terms of the Tender Document been submitted with the tender?		<b>D</b>	
5	completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		<b>D</b>	
6	Has the "Tender Form" been completed and signed?		<b>D</b>	
7	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
8	Is a valid Tax Clearance Certificate attached to the Tender Document or has a Tax Clearance Status Verification Pin been provided?		<b>D</b>	
9	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		<b>D</b>	

**\*\*\* D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_

## MAQUASSI HILLS LOCAL MUNICIPALITY

### TENDER ADVERT



**Maquassi Hills Local Municipality** hereby invites tenders from suitably qualified and experienced Service Providers.

Tender documents will be made available to tenderers from **06 OCTOBER 2023**

Tender documents can be purchased at **Maquassi Hills Local Municipality SCM Office**.

Tender document will also be made available for free download on **E-Tender Portal**.

Printed copies of the tender documents shall also be available from the Supply Chain Management Offices, **19 Kruger Street, Wolmaransstad, 2630**, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R1000 (including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted. A copy of the Tender Deposit Receipt must be attached to the tender document (if purchased at the Maquassi Hills Local Municipality).

For any technical related enquiries, please contact Mr Sello Duiker [sellod@maquassihills.org](mailto:sellod@maquassihills.org)

For any procurement related enquiries, please contact Mrs Rosinah Kgobe at [rosinahm@maquassihills.org](mailto:rosinahm@maquassihills.org)

### **No compulsory Tender Briefing.**

Tenders contained in sealed envelopes and marked with “**Contract No MHLM/SCM/18/2022/2023**” and the **Contract**

**Description** must be placed in the Tender Box located **19 Kruger Street, Wolmaransstad**, not later than **16 NOVEMBER 2023** at 12:00PM when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

**Tender Validity Period: 90 days** commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria:** Priority will be given to **micro and or small businesses**. The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000. The Functionality for Stage One shall be evaluated on the following criteria:-

No.	Evaluation Criteria	Maximum Points
1	RELATED EXPERIENCE	40 Points
2	DELIVERY PLAN	25 Points
3	LOCALITY	35 Points
	Total Functionality Points	100 Points
	Threshold to Qualify for Stage Two	70 Points

**Maquassi Hills Local Municipality** does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The municipality seeks to advance micro businesses and small businesses which are at most risk in the current markets. **Kindly refer to breakdown on 13.2**

### CONDITIONS OF APPOINTMENT

- The appointment of the bidder will be subject to successful signing of GCC document
- The appointment will be subjected to price negotiations in line with 2022 Preferential Procurement regulation,
- The Municipality reserve the right not to appoint the lowest bidder based on risk assessment,

### MANDATORY RETURNABLE DOCUMENTS

#### **FAILURE TO SUBMIT THE FOLLOWING MANDATARY DOCUMENTS WILL LEAD TO AUTOMATIC DISQUALIFICATION**

- Tax Clearance PIN (Leading partner) refer to CSD
- Tax Clearance PIN (JV partner) (If Applicable) refer to CSD
- CK2 / Company Registration and copies of ID documents (Leading partner) refer to CSD
- CK 2 / Company Registration and copies of ID documents (JV partner) (If Applicable)
- Company Profile (Leading partner) / (JV partner)
- Joint Venture Agreement signed (If Applicable)
- Completion of tender document in black ink
- Specific Goals (Leading Partner) / (JV partner)
- CSD Registration & Summary Report (Leading partner) / (JV partner)
- Municipal Accounts (Not older than 3 months) (Leading partner) for both the company and Director/Directors

**Failure to complete and submit the following MBD forms will lead to Automatic Disqualification:**

- MBD 1
- MBD 3.1
- MBD 4
- MBD 6.1
- MBD 6.2
- MBD 6.4
- MBD 8
- MBD 9

**2. COMPULSARY SITE INSPECTION/ TENDER BREIFING MEETING**

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Provider shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they sign the Attendance Register circulated at the meeting and to also ensure that the Site Inspection/Tender Briefing Certificate attached hereto is duly signed by the authorised official.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register.

Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate has not been commissioned by the authorised official.

Service Providers arriving at the Site Inspection/Tender Briefing Meeting after the stipulated starting time will be disqualified. Further, all Service Providers will be required to present their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

**3. SUBMISSION OF TENDERS**

Tenders must be made out on the Tender Form annexed hereto. Tenderers are advised that this document must be completed in ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand written priced tender documents will be considered. Tenders submitted by electronic mail, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to ADDRESS and placed in the Tender Box by the close of tenders. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents, including any employee of the Council.

Sealed tenders endorsed with the appropriate contract number, must reach the **19 Kruger Street, Wolmaransstad, 2630** not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for the submission of tenders.

Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a tenderer may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Tenderer withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Tenderer.

#### **4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES**

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Tenderer communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Tenderer; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Tenderer.

Prospective Tenderers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

#### **5. IMPORT PERMITS**

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Tenderer must apply directly for any import permits or currency needed. However, the Council will furnish the successful Tenderer with a supporting statement, if required.

#### **6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)**

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government.



Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll system.

All prospective suppliers can register any time on the CSD website [www.csd.gov.za](http://www.csd.gov.za)

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:

<b>CSD Supplier Number</b>	
<b>Unique Registration Reference Number</b>	

**Failure to provide the above information shall render the tender to be disqualified.**

**7. TAX CLEARANCE COMPLIENCE STATUS**

Tax compliance status will be verified using the Central Supplier Database.

**8. RATES**

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

**9. INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule, or if the prices tendered in the Schedule are not market related i.e. the tendered rates does not conform to current day prices.

Partial awards **may** be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and Specific Goals as per the RDP Act.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter submitted by the Tenderer, the prices and particulars contained in the Tender Form shall prevail.

**10. ACCEPTANCE OF ANY TENDER**

The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.

Where less than three (3) tenders are received, the Head: Supply Chain Management reserves the right to purchase such items on the open market notwithstanding the acceptance of an offer.

The procedure which will be followed with the acceptance of a tender is as follows:

No formal agreement will be signed.

A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer. The tender documents, together with the letter of acceptance, shall constitute a binding agreement between the Tenderer and the Council.

Unless otherwise stipulated in the covering letter submitted with the tender, the Tenderer shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Tenderer is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

#### 11. **DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses **19 Kruger Street, Wolmaransstad, 2630** as its *domicilium citandi et executandi*.

The Tenderer's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto.

Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

#### 13. **DATA SHEETS**

Tenderers shall be required to complete all Data Sheets and the Tender Form attached hereto in their entirety for adjudication purposes. Where Data Sheets and/or any other documentation as contained herein are required to be commissioned, such Data Sheets and/or documentation must be stamped and signed by a Commissioner of Oaths (where applicable). ***Failure to comply with these provisions will render the offer unresponsive (invalid).***

#### 14. **PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE**

The Supply Chain Management Regulations states that the Council may not make any award to a person:

- (a) Who is in the service of the state;
- (b) If that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or municipal entity.

## 15. **MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein declaring that their Municipal Fees are in order. Tenderers must include the relevant account numbers in the declaration.

## 16. **APPEALS AND / OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / Head: Supply Chain Management. In the event that an appeal and/or objection is lodged, the following procedure shall apply:

The Tenderer shall be required to pay an appeal/objection fee in the amount of **zero point five percent (0.5%) of the total contract sum, including VAT or R2 000.00, whichever is the greater to a maximum value of R20 000.00.**

The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager / Head: Supply Chain Management. No appeal/objection will be entertained should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Tenderer due to the Tenderer's failure to adhere to the above condition.

<b>Contract No.</b>	
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## 17. **JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

Tenderers intending to tender in the form of Joint Ventures/Consortiums **must submit** the following documentation together with the tender:

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
  - a) The Declaration of Interest Form;
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,

Further to the above, the name of the Joint Venture/Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

### **18. COMBATIVE TENDERING**

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in tenders;
- (iv) Soliciting tenders from Tenderers whose names appear on the list of restricted tenderers/suppliers/persons, and,
- (v) Submission of two tenders by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

### **19. ADJUDICATION CRITERIA**

The tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

## **MAQUASSI HILLLS LOCAL MUNICIPALITY**

### **LEGISLATION**

#### **1. GENERAL**

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

#### **2. THE INCOME TAX ACT (ACT 58 of 1962)**

- 2.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

#### **3. NON-COMPLIANCE**

- 3.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 3.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

## MAQUASSI HILLS LOCAL MUNICIPALITY

### DEFINITIONS

The following definitions apply:-

**"Council"** means name of Municipality.

**"Head: Supply Chain Management"** means the Head: Supply Chain Management of the day of the name of Municipality or the Manager's duly appointed Representative.

**"Micro business"** means a business with a turnover of R7.5m or less.

**"Small Business"** means a business with a turnover of no more than 20 municipalities serviced historically or turnover of no more than R20m (Twenty million Rand)

**"Service Provider/Contractor"** means the person, firm, Service Provider or company whose tender has been accepted by the name of Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

**"Special Conditions"** means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

**"Drawings"** means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

**"Contract Document"** means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

**"Goods"** means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

**"The Tender"** means the written offer made by the Service Provider to the Council.

**"Preferential Procurement Policy"** means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

**"SARS"** means the South African Revenue Services.

**MAQUASSI HILLS LOCAL MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023****PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS****SPECIFICATION****1. SCOPE OF CONTRACT**

The scope of contract calls for the appointment of a suitably qualified and experienced Service Providers to supply and deliver Stationery for Three (3) Years.

**2. DETAILED SPECIFICATION AND PRICING SCHEDULE PER ITEM**

Item No	Description	QTY	Year 1	Year 2	Year 3
S001	PERMANENT MARKERS BLACK				
S002	PENS BLUE				
S003	STAPLER T-9				
S004	SCISSORS				
S005	TONER CARTRIDGE E352				
S006	DL WINDOW SELF SEAL P/PAID				
S007	POINTS PENCIL 0.5MM				
S008	POINTS PENCIL 0.7MM				
S009	GLUE STICK 20 GRAM				
S010	PENCILS				
S011	STAPLES STD 23/24MM				
S012	MARKERS RED				
S013	PENS RED				
S014	SHARPENER				
S015	HEAVY DUTY PUNCH				
S016	CLEAR T/PARANT TAPE 48MM X 66M				
S017	PENS BLACK				
S018	STAPLES 23/13MM				
S019	CORRECTION PEN				
S020	HEAVY DUTY STAPLER				
S021	ERASER				
S022	FILES LEVER ARCH A4				
S023	CARTRIDGE TRI-COLOR CC656AE				
S024	CARTRIDGE BLACK CC653AE 901XL				
S025	TONER MLTD205L				
S026	ROLLS TILL				
S027	TONER BROTHER TN-2000				
S028	COUNTER BOOK JD161				
S029	BOOK DUPLICATE JD22				
S030	CARTRIDGE TRI-COLOR CC643HE				
S031	DUPLICATE BOOK JD016				
S032	BULLETIN BOARD 2MX1.2M VELCRO				
S033	TONER Q5949A				

S034	EXAM PADS				
S035	ROLLS FAX 215 X 100 MM				
S036	FASTENERS FILE				
S037	LIGHT DUTY PUNCH				
S038	54A TONER				
S039	05A TONER CE505A				
S040	SUSPENSION FILES				
S041	DC FIX 10M				
S042	TONER HP55A				
S043	CLIPS PAPER				
S044	TONER CB436A				
S045	TONER TK1120				
S046	BANDS RUBBER				
S047	CARTRIDGE CE285A				
S048	INK FOR STAMP PAD				
S049	PRESTIC				
S050	STAPLES NO. 56				
S051	CS-10 26/10 STAPLES ETONA				
S052	DOUBLE SIDED TAPE				
S053	ORDER FORMS MHLM				
S054	TONER PRO 200 CF212A				
S055	TONER PRO 200 CF213A				
S056	PAPER PHOTOCOPY WHITE A4				
S057	PAPER PHOTOCOPY WHITE A3				
S058	TONER PRO 200 CF211A				
S059	ENVELOPES 90 X 152MM				
S060	ENVELOPES				
S061	ENVELOPES C5				
S062	ENVELOPES C4				
S063	ENVELOPES B4				
S064	TONER HP PRO 200 CF210A				
S065	A4 PHOTOCOPY PAPER YELLOW				
S066	PAPER P/COPY PEACH A4				
S067	PAPER P/COPY CHERRY A4				
S068	A4 PHOTOCOPY PAPER GREEN				
S069	A4 PHOTOCOPY PAPER BLUE				
S070	RECEIPTS 2 PART				
S071	EW BLANK 208X241 1P2000				
S072	PAPER COMPUTER B/EYELINE				
S073	PAPER W & L ACCOUNTS				
S074	TONER 3903A				
S075	LINT M/TALLY				
S076	TAPE SECURE RED 35MM				
S077	MLTD116L TONER				
S078	TONER 4096A				
S079	BOOK MANUSCRIPT				
S080	BINDERS COMPUTER 280X390				
S081	LINT OKI				
S082	DISKS DYSAN				
S083	LINT EPSON SO 15086				



S084	LINT EPSON LX1170				
S085	TONER KIT TK-110				
S086	ATTENDANCE REGISTER JD131				
S087	WOODEN SINGLE LETTER TRAY				
S092	CATRTRIDGE C6615D				
S093	TAPES BACK UP 40 GB				
S094	DUPLICATE TALLY ROLLS 75 MM				
S095	CARTRIDGE C8727A				
S096	CARTRIDGE 17G0050				
S097	TONER C3906A				
S098	TONER C7115A				
S099	TONER 92274A				
S101	LINT GENICOM 4800				
S102	LINT EPSON ERC 38B				
S103	TONER Q2610A				
S104	TONER RICOH FT4615				
S105	CD'S RE-WRITEABLE				
S106	TONER LEXMARK X215				
S107	TONER HP Q2612A				
S108	RIBBON B/STAR MICRONICS				
S109	TONER BLACK Q7553A				
S111	CARTRIDGE BLACK C8766HE : 135				
S112	CARTRIDGE BLACK C9364HE : 129				
S113	CARTRIDGE COLOUR C6625				
S114	CARTRIDGE C9352A				
S115	TONER Q6511A				
S116	EPSON FX 2190 BLACK LINT				
S117	CART BLK&COL LEX#1 18CX7819P				
S118	CANON FX-10 FAX				
S119	TONER HP Q7551A				
S120	RIBBON TALLY T2130				
S121	LEXMARK 12AX970 NO70				
S122	LEXMARK 15MX120 NO20				
S123	TONER TOSHIBA T1640D				
S124	CARTRIDGE BLACK CC640HE 121				
S125	105L BLACK CARTRIDGE				
S126	CARTRIDGE BLACK C8767HE				
S127	TONER TN2025 BLACK BROTHER				
S128	PAY ADVICE MAQUASSI HILL'S LM				
S129	MLTD208L TONER				
S130	HP Q6000A				
S131	HP Q6001A				
S132	HP Q6002A				
S133	HP Q6003A				
S134	ATTENDANCE REGISTER				
S135	VEHICLE LOG BOOKS				
S136	NO650 BLACK CARTRIDGE				
S137	NO650 TRI COLOUR CARTRIDGE				
S138	STAPLERS				
S139	CALCULATOR				

S140	PUNCHER				
S141	RULER 30 CM				
S142	TOP FOLDER FILES				
S143	RIBBON P/N 179499-001				
S144	MLT-R116L				
S145	SAMSUNG SCX3405/ML2160				
S146	MTLT R116L IMAGING UNIT				
S147	TN-C				
S148	TN-Y				
S149	TN-M				
S150	TN-BK				
S151	CART HP CC656A TRI COLOUR				
S152	TONER MLTD 203S/L				
S153	TONER MLTD 111S				
S154	INK PAD				
S155	RING BINDERS 2D 25MM				
S156	CATRIDGE CB540A				
S157	CATRIDGE CB541A				
S158	CATRIDGE CB542A				
S159	CATRIDGE CB543A				
S160	STAPLER REMOVER				
S161	BINDING ELEMENTS 6MM				
S162	BINDING ELEMENTS 10MM				
S163	BINDING ELEMENTS 10MM				
S164	ACETATE CLEAR - A4				
S165	LEATHER LOOK A4 250GSM				
S166	BLUE PERMANENT MARKER				
S167	GREEN PERMANENT MARKER				
S168	STORAGE BOX252X305X370MM				
S169	CANON 719(LARGE)HIGH YIELD BLK				
S170	HP131 BLACK CARTRIDGE				
S171	HP135 COLOUR CARTRIDGE				
S172	RED SECURE CLEAR TRANSPARENT				
S173	EPSON ERC30/34/38P SLIP PRINTE				
S174	TIDY FILES STORAGE BOX				
S175	BROTHER TONER MFC15900 DW				
S176	POLYPROPYLENE LEVER ACH FILE				
S177	PLASTIC SHEET BANDING CLEAR				
S178	TONER CARTRIDGE CE287A BLK				
S179	HP TONER HCF 287A				
S180	ARCHIVE RECORDS HOLDER				
S181	BOARD ARCHIVE FILES				
S182	ARCHIVE RECORDS HOLDER				
S183	TONER HP CF259A				
S184	TONER HP CF259A				
	CATRIDGE CF 541A CYAN				
	CATRIDGE CF 542A YELLOW				
	CATRIDGE CF 543A MAGENTA				
	CATRIDGE CF 540A BLACK				
	NP-H-0973XLBK-D				

	NP-H-0973XLC-D				
	NP-H-0973XLM-D				
	NP-H-0973XLY-D				
S185	CF237A BLACK TONER				
S186	CARTRIDGE-W1331(LASER MFP 432 FDN)				
S187	CF 259 TONER				
S188	INK 973 BLACK				
S189	HP 973 YELLOW TONER				
S190	HP 973 MAGENTA TONER				
S191	HP 973 CYAN				
S192	A4 FOLDER PACK KFAFT BROWN				
S193	A4 FOLDER PACK KFAFT ANY COLOUR				
S194	STATIONARY TRANSPORT				
S195	STAR SP200 COMPATIBLE RIBBON				
S196	NO 106A TONER BLACK HW1106A				
S197	PRINTER COLOR LASERJET PRO MFP M281FDW 4-1 WIRELESS				
S198	OKI ES4132/4192/5112/62 TONER BLACK 12K YIELD				
S199	TALLY T2340(TALLY LINT-044830)				
S200	HIGHLIGHTER				
S201	BINDING COVER CLEAR A4				
S202	BINDING COVER COLOR A4				
	BINDING RING ALL SIZE A4				
	PRIME LAMINATING POUCH				
	STICKY NOTE PADS-3 INCH SIZE ,400 SHEET				
	WHITE CUBE REFILL BOX				
	TONERS FOR (PRINTER: BROTHER MFC - L3750CDW)				
	TN-Y				
	TN-M				
	TN-C				
	TN-BK				

### 3. **CONTACT PERSONS**

For any **technical related enquiries**, please contact Mr Sello Duiker at  
[sellod@maquassihills.org](mailto:sellod@maquassihills.org) or 018 596 3025

**4. CONTRACT PERIOD**

The contract period to undertake the scope of works in line with outlined specifications shall be **Three (3) Years** effective from the date of appointment of the successful Service Provider.

**5. ESCALATION**

Not Applicable

**6. PENALTIES**

Penalties of five percent (5%) of the commission claimable will be deducted per calendar day should the work not be completed within the required timeframe stipulated.

**7. PLACE OF DELIVERY**

The co-ordination of the works undertaken will be done at the Maquassi Hills Local Municipality SCM Office.

**8. COST OF LOSS OR DAMAGES**

The Service Provider shall be liable for loss or damage occurring during Transit of goods to Maquassi Hills Local Municipality arising from the execution of this contract.

**9. COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.**

All works to be undertaken under this contract shall be compliant in accordance and/or governed by the following Legislation and Regulations:

- (1) The Income Tax Act (Act No. 58 of 1962)
- (2) The Value Added Tax (VAT) Act (Act No. 89 of 1991) Section 17 permissible deductions of input tax.

- (7) The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
- (8) The Municipal Systems Act (Act No. 32 of 2000)
- (9) The Municipal Supply Chain Management Regulations, 2005
- (10) The Preferential Procurement Policy Framework Act (PPPFA), 2002
- (11) The Preferential Procurement Regulations, 2022
- (12) Supply Chain Management (SCM) Policy

## 10. **MANDATORY REQUIREMENTS**

Tenderers shall abide to the following mandatory requirements and shall provide the necessary supporting documentation to validate such requirements.

10.1 The following requirements must be met by the tenderers:

- Tax Clearance PIN (Leading partner) refer to CSD
- Tax Clearance PIN (JV partner) (If Applicable) refer to CSD
- CK2 / Company Registration and copies of ID documents (Leading partner) refer to CSD
- CK 2 / Company Registration and copies of ID documents (JV partner) (If Applicable)
- Company Profile (Leading partner) / (JV partner)
- Joint Venture Agreement signed (If Applicable)
- Completion of tender document in black ink
- Specific Goals (Leading Partner) / (JV partner)
- CSD Registration & Summary Report (Leading partner) / (JV partner)
- Municipal Accounts (Not older than 3 months) (Leading partner) for both the company and Director/Directors

***Failure to meet the above mandatory requirements shall result in the disqualification of the tenderer.***

## **11. EVALUATION CRITERIA**

- 11.1 Tenderers meeting the above mandatory requirements shall be evaluated on a Two Stage Evaluation System, Stage One: Functionality and Stage Two: 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

## 12. Stage One: Functionality

The functionality criteria to be used to evaluate tenderers in Stage One:

Functionality shall be as follows:

ITEM NO.	QUALITY ASSESSMENT CRITERIA	NOTES	POINTS MAXIMUM
1	RELATED EXPERIENCE: <b>(40 points)</b> - Completion Certificates should be attached for references	<p><b>Previous work done on supply and delivery of goods:</b> Points will be allocated as follows: <b>(Maximum 40 points).</b></p> <ul style="list-style-type: none"> <li>○ Five orders and more 40 points</li> <li>○ Four orders 25 points</li> <li>○ Three orders 15 points</li> <li>○ Two orders 10 points</li> <li>○ One order 5 points</li> <li>○ No orders 0 points</li> </ul> <p>Completion certificate should be attached to earn points.</p>	<b>40</b>
2	DELIVERY PLAN <b>(25 points)</b>	<p>Supplier's ability to deliver</p> <ul style="list-style-type: none"> <li>• Within 7 days of receiving of the appointment 25 points</li> <li>• Within 14 days 15 points</li> </ul> <p>The supplier to submit the delivery plan</p>	<b>25</b>
3	LOCALITY: <b>(35 points)</b>	<ul style="list-style-type: none"> <li>• Within Maquassi Hills LM area 35 points</li> <li>• Within Dr Kenneth Kaunda Dist. 15 points</li> <li>• Within North West Province 10 points</li> <li>• Outside North West Province 5 points</li> </ul>	<b>35</b>
<b>MAXIMUM TOTAL</b>			<b>100</b>
The above criteria will be used to determine functionality and minimum points of 70% should be achieved to be regarded as responsive.			

**NB : THE ABOVE CRITERIA WILL BE USED TO DETERMINE FUNCTIONALITY AND MAXIMUM POINTS OF 70% SHOULD BE ACHIEVED TO BE REGARDED AS RESPONSIVE. ALL TENDERERS THAT MEET THE ABOVE REQUIREMENTS WILL THEN BE EVALUATED AGAINST CRITERIA AS SET IN SECTION F3.11**

<b>TOTAL FUNCTIONALITY POINTS</b>	<b>100 POINTS</b>
<b>MINIMUM THRESHOLD TO QUALIFY FOR STAGE TWO</b>	<b>70 POINTS</b>

The minimum threshold for functionality is 100 points which is basically 70% of the ideal values. The structure of the team must always comprise of the above qualifications for the duration of the project and remain as per the team's structure submitted. Any movement of team members must be communicated with the relevant Municipal officials.

### 13.3 Stage Two: 80/20 Preference Point System

The 80/20 Preference Point System shall apply in accordance with the Preferential Procurement Regulations 2022, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, with 80 Points for Price and 20 Points for Specific Goals, as follows:

The maximum points for this tender are allocated as follows:

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

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)	Means of Verification	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (within Maquassi Hills Local Municipal)	5	Statement of Municipal Rates and Taxes of not more than Three Months	
Women	5	Identification Document	
People with Disability	5	Medical Report confirming disability	
Youth (18 to 35 Years of age)	5	Identification Document	



#### **14. COUNCIL'S LIABILITY AND INDEMNITY**

14.1 The Service Providers hereby indemnifies the Council and its employees and agents against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of the execution of this contract.

14.2 The Council shall not be held liable to the Service Providers for any direct or indirect damages or losses and the Council shall be indemnified and held free against claims arising out of:

14.2.1 any negligent or innocent misrepresentations made by the Council, its employees or agents in respect of any data, information and statistics supplied to the Service Providers prior to or during the contract; provided that this condition shall not deprive the Contractor of any payments lawfully due to the Service Providers in terms of the contract, and

14.2.2 a change in a legislative provision applicable to the contract.

#### **15. ASSIGNMENT AND SUBLETTING**

Neither the Service Providers nor the Council shall assign or cede the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other. The Service Providers shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Service Providers from any liability or obligation under the contract.

#### **16. SEQUESTRATION OR SURRENDER OF SERVICE PROVIDER'S ESTATE**

In the event of an order being made for sequestration of the Service Provider's estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Service Providers making application for the surrender of the Service Provider's estate, or if the Service Providers shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Service Provider's creditors, or purport to do so, or if the Service Providers, being a Company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Service Providers, and without prejudice to the right of the Council to sue the Service Providers for any damages sustained by it in consequence of one or the other of the afore-mentioned events

#### **17. SECRECY OF INFORMATION**

Subject to the provisions of the Promotion of Access to Information Act, the information revealed in this tender document is to be classified as confidential. Accordingly, the Engineer reserves the right to request references and generally examine bona fides and available facilities of any Company of Firm wanting to participate in this contract.

#### **18. LAW TO APPLY**

The contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise between the Council and

the Service Providers in regard to the contract shall be settled in the Republic of South Africa.

**19. PATENT RIGHTS**

The Service Providers shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights, and shall hold the Council indemnified and harmless against any claims for loss or damage to (including legal expenses) arising therefrom.

**20. CONTRACT TO BE IN CONFORMITY WITH BY-LAWS AND ANY  
OTHER APPLICABLE LAWS**

The contract shall be carried out subject to and in conformity with any law, regulation or By-law which is of application thereto and shall be conditional upon any necessary consent required by law being obtained.

**MAQUASSI HILLS LOCAL MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023.****PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF  
STATIONERY FOR THREE (3) YEARS****DATA SHEET 1: INVITATION TO BID DOCUMENT****PART A****MHLM/SCM/18/2022/2023****MBD 1****1. INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAQUASSI HILLS LOCAL MUNICIPALITY.

BID NUMBER: **MHLM/SCM/18/2022/2023** - CLOSING DATE: **16 NOVEMBER 2023**  
CLOSING TIME: **12h00**

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The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

---

ENQUIRIES MAY BE DIRECTED TO:

**Mrs. N.J. Mbonani**  
**MUNICIPAL MANAGER**  
**018 596 3025**  
**DURING OFFICE HOURS**

N/B: Proposals must be properly received and deposited in the Bid box of Maquassi Hills Local Municipality on or before the closing date and before the closing time. Proposal offers must be submitted in a sealed envelope properly marked in terms of the Proposal number and Proposal description as indicated above. No Proposal offers will be accepted via e-mail, facsimile (fax) or telegram.,

Tender documents will be available as from **06/10/2023** at **The Maquassi Hills Local Municipality SCM Office**

**Bidders should ensure that bids are delivered timeously to the correct address. Late Bids will not be accepted**

The bid box is open during office hours (07:30 to 16:30) from Monday to Friday.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT  
TO BE RE-TYPED BY BIDDER)**

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THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF  
CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER  
SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF  
THE STATE (see definition on MBD 4 attached)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID  
BEING DISQUALIFIED)

NAME OF

BIDDER.....

POSTAL

ADDRESS.....

STREET

ADDRESS.....

TELEPHONE

NUMBER.....

CELLPHONE

NUMBER.....

FACSIMILE NUMBER CODE .....

NUMBER.....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)?

YES/NO

HAS MUNICIPAL CLEARANCE CERTIFICATE (SCM 4) BEEN ATTACHED?

YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE  
PROOF)

In the case of a company/close corporation/firm, a certified resolution of that company's/close corporation's/firm's board of directors/members or principals authorising the said person to sign bid documents on their behalf must be attached.

<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	
<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM OFFICE	CONTACT PERSON	Sello DUIKER
CONTACT PERSON	Rosinah Kgobe	TELEPHONE NUMBER	018 596 3025
TELEPHONE NUMBER	018 596 3025	CELLPHONE NUMBER	073 698 7723
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	sellod@maquassihills.org
E-MAIL ADDRESS	rosinahm@maquassihills.org		

## MBD 3.1

**PRICING SCHEDULE – FIRM PRICES**

**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.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-	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

## PART B

### 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 EFILING. 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?	<input type="checkbox"/>	<input type="checkbox"/>
YES		
NO	<input type="checkbox"/>	<input type="checkbox"/>

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>
YES		
NO	<input type="checkbox"/>	<input type="checkbox"/>

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>
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: .....



**MAQUASSI HILLS LOCAL MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023****PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS****DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

I/We\*, the undersigned, am/are\* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors\*, of which a certified  
copy is attached, or

.....

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses:-**

(1) Full Name: .....

Signature: .....Date.....

(2) Full Name: .....

Signature: .....Date.....

**MAQUASSI HILLS LOCAL MUNICIPALITY**

**CONTRACT No MHLM/SCM/18/2022/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS**

**DATA SHEET 3: STATEMENT OF PREVIOUS EXPERIENCE**

The nomination of works, preferably of a similar nature to the works in this contract and which the Tenderer has successfully completed, is invited for adjudication purposes.

Tenderers are hereby required to complete the schedule below in its entirety.

Alternatively, Tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

**Failure to comply with either of these requirements shall lead to disqualification.**

<b>Name of Company</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>Nature of Works</b>	<b>Value of Works and Duration</b>

**MAQUASSI HILLS LOCAL MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023****PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR  
THREE (3) YEARS**


SIGNATURE.....

DATE.....

[illegible]

**MAQUASSI HILLS LOCAL MUNICIPALITY**

**CONTRACT No MHLM/SCM/18/2022/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS**

I.D.

Number.....

Duly authorised to sign on behalf  
of.....

Physical

Address.....

.....

.....

Signature ..... Date .....

### **DATA SHEET 6: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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 shareholder<sup>2</sup>):  
.....
  - 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. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars .....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.10.1 If yes, furnish particulars .....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.11.1 If yes, furnish particulars .....

.....

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

3.12.1 If yes, furnish particulars .....

.....

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

3.13.1 If yes, furnish particulars .....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

### **CERTIFICATION**

I, THE UNDERSIGNED, (NAME) .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**DATA SHEET 7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED, (NAME) .....

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

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

.....  
SIGNATURE

.....  
DATE

.....  
NAME OF BIDDER

.....  
POSITION

### **DATA SHEET 8: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per se* prohibited 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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

.....  
Name of Bidder

..... Position

**DATA SHEET 9: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

\* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

**\*YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
 .....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

**\*YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....  
 .....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

**\*YES / NO**

- 3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

**\*YES / NO**

- 4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

I, THE UNDERSIGNED, (NAME) .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



### **DATA SHEET 10: TENDER BRIEFING MEETING CERTIFICATE**

As required in terms of this document, I/we attended the compulsory Tender Briefing Meeting on the date specified below.

I/We carefully examined the contract document, and have made myself/ourselves fully conversant with all the circumstances likely to influence this contract.

I/We further certify that I am/we are satisfied with the description of the Works and the explanation given by or on behalf of the Engineer at the Tender Briefing Meeting, and that I/we understand perfectly the work to be done, as specified and implied, in the execution of the contract.

**NAME OF SERVICE PROVIDER** : \_\_\_\_\_

**NAME OF SIGNATORY** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **TENDER BRIEFING MEETING CERTIFICATE**

This certifies that \_\_\_\_\_ (Name)

Representing \_\_\_\_\_ (Firm)

Attended the Tender Briefing Meeting for this contract on

\_\_\_\_\_ (Date)

SIGNED: \_\_\_\_\_

*For*

**MAQUASSI HILLS LOCAL MUNICIPALITY**

**CONTRACT No. MHLM/SCM/18/2022/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS**

The Municipal Manager  
ADDRESS

Dear Sir/Madam,

Having examined the Conditions of Contract, Specifications, Tender and Legislation of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Contract, Specification, Tender and Legislation, save as amended by any modifications under Annexure "A", for the Contingency Fees as stipulated in the Pricing Schedule herein.

I/We undertake to deliver the goods comprised in the contract within the time frames stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

---

—

I/We are formally associated by written agreement with the following firms, corporations or companies:

---

(Enter Nil if no affiliations)

I/We are fully paid up members in good standing of the following organisation(s):

---

(Enter Nil if no affiliations)

My/Our Tender Deposit receipt number as issued by the Council is \_\_\_\_\_  
(Include a copy of the Tender Deposit Receipt if purchased at the Name of Municipality)

I/We bank at the \_\_\_\_\_

Branch of \_\_\_\_\_

Where I/we have a \_\_\_\_\_ account.

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the lowest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We the undersigned, warrants that I am/we are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Name of Municipality in addition to any remedies, it may have: may

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

Identity Number.....

Duly authorised to sign on behalf of.....

Physical Address.....

.....

SIGNATURE..... DATE.....

**ANNEXURE "A"****MAQUASSI HILLS LOCAL MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR  
THREE (3) YEARS**

**ALTERATIONS BY TENDERER**

SIGNATURE.....DATE.....

PAGE	SEION OR ITEM	PROPOSED DEPARTURE/MODIFICATI

**ANNEXURE “B”****NAME OF MUNICIPALITY****CONTRACT No MHLM/SCM/18/2022/2023****OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)****PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF STATIONERY FOR THREE (3) YEARS****SECTION 37(1)**

*Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –*

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

*the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.*

**SECTION 37(2)**

*The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.*

<b>ACCEPTANCE BY MANDATORY</b>
--------------------------------

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993, I,

---

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

---

\_\_ (Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements and provisions of the Health and Safety Specifications issued by the client at the following site:

---

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file; Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (on behalf of PRINCIPAL CONTRACTOR)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(CLIENT- Name of Municipality)

Print Name: \_\_\_\_\_  
(Name of CLIENT Representative)

**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:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

$$\frac{80/20 \text{ or } 90/10}{\frac{Pt - P_{min}}{Ps = 80(1 - \frac{Pt - P_{min}}{P_{min}})} \quad \frac{Pt - P_{min}}{Ps = 90(1 - \frac{Pt - P_{min}}{P_{min}})} \quad \text{or}}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = 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.  
 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.)

<i>The specific goals allocated points in terms of this tender</i>	<i>Number of points allocated (90/10 system) (To be completed by the organ of state)</i>	<i>Number of points allocated (80/20 system) (To be completed by the organ of state)</i>	<i>Number of points claimed (90/10 system) (To be completed by the tenderer)</i>	<i>Number of points claimed (80/20 system) (To be completed by the tenderer)</i>
Female		5		
Youth		5		
Disability		5		
locally		5		
Non-Compliant Contributor		0		

#### 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;
  - (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:** .....

.....

.....

.....

### **1. Points awarded for Specific Goals**

#### **1.1**

<b>Specific Goals</b>	<b>Number of points (80/20 system)</b>
<i>Female</i>	5
<i>Youth</i>	5
<i>Disability</i>	5
<i>Locally</i>	5
<i>Non-compliant contributor</i>	0

**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 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;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential;
    - 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 .....  
 DATE .....

**WITNESSES**

1. ....  
 2. ....  
 DATE: .....

**MBD 7.1**  
**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 number .....dated.....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.

<b>1. ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>1. BRAND</b>	<b>DELIVERY PERIOD</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

SIGNED AT .....ON.....  
NAME (PRINT) \_\_\_\_\_ SIGNATURE\_\_\_\_\_ OFFICIAL STAMP

WITNESSES

1. \_\_\_\_\_

2. ....

DATE .....

## MBD 7.2

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the requirements and institution)..... in accordance with the proposals 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 date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(iv) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- 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;

(v) General Conditions of Contract; and

(vi) 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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 \_\_\_\_\_

DATE .....

**WITNESSES**

1 .....

2 .....

DATE:

**MBD 7.2****CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I, ..... in my capacity as .....  
 accept your bid under reference number ..... dated ..... for the rendering of  
 services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and  
 conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

SIGNED AT ..... ON .....

NAME (PRINT) \_

SIGNATURE OFFICIAL STAMP.....

**WITNESSES**

1 \_\_\_\_\_

2 \_\_\_\_\_

DATE:

**Annexure A****GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT****NOTES**

The purpose of this document is to:

10. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
11. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the 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 any thing 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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- **Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
  - **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.
  - 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:
- (5) 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
  - (6) 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 in SCC.

**➤ 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 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 Department or an organization acting on behalf of the Department.
- 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 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 are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 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 analyzed 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 supplier 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 suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **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 in the SCC.

**Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **(6) Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
7. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  8. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  9. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  10. 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 in SCC, 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:

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

in the event of termination of production of the spare parts:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

**7. 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.
- 9. 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 10. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 11. 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.
- 12. 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.
- 13. 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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.

## **8. 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:

9. 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;
10. if the Supplier fails to perform any other obligation(s) under the contract; or
11. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard



the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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.

## **12. Anti-dumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 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.

## **2 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.
<b>29. Governing language</b>		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.
<b>30. Applicable law</b>		30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>		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.
<b>4) Taxes and duties</b>		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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. Industrial Participation Programme</b>	<b>National (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

## ANNEXURE “D” – TAX CLEARANCE CERTIFICATE

## ANNEXURE “F” – CIPC REGISTRATION CERTIFICATE

## ANNEXURE “G” – CSD REGISTRATION REPORT