



**LIBRARY FACILITIES MAINTANANCE AND EQUIPMENT**  
**2025/26 FINANCIAL YEAR**

**Issued and Prepared by:**

**Winnie Madikizela Mandela Local Municipality**

**P.O. Box 12**

**Bizana**

**4800**

**Senior Manager: Community Development Services – S.L. Mtshengu**

**Contact Person: L. Mhlembana**

**Tel: 039 2510 230**

## LETTER OF CONSENT

Business Name and Address

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

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

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

I/we (Name and Surname of Company Representative/s) \_\_\_\_\_

grant my/our consent to such source to provide confidential information.

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

Please tick the appropriate box.

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

Signature: .....

Date: .....

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



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT**

PROJECT NAME	CONTRACT NUMBER	MINIMUM CIDB REQUIREMENT	CLOSING DATE
Library Facilities Maintenance and Equipment	WMM-LM 17/04/26/01 LFM	1GB	05/06/2026 12h00

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

Bid documents are available to be downloaded from e-tender portal website on [www.etenders.gov.za](http://www.etenders.gov.za)

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

The bids will be evaluated on the **80/20 or 90/10** preferential points system

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

- A completed original document issued by the municipality
- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months), proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2, MBD 6.4, MBD 8 and MBD 9
- Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed letter by the bidder confirming that the entity does not have outstanding accounts more than 30 Days on the day of the tender closing.
- Evaluation Criteria: 80 or 90= Price, 20 or 10= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of all partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The Minimum Threshold for Local Content for the above-mentioned projects is **100%**

**Advert Date: 22/05/2026**

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

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

**The municipality will only consider bids submitted on the original bid documentation provided by the municipality. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. Any unauthorized alterations in BOQ/Quotation to the tender document shall render the submission invalid. The Municipality will not consider any bids over R1 Million from bidders who are not VAT registered or did not submit proof of VAT registration.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part of or the full bid. For technical enquiries, please contact Mr. S. Mtshengu on 072 122 1139, email: [mtshengus@mbizana.gov.za](mailto:mtshengus@mbizana.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala on (079) 886 0942, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

**MBD 1**

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

BID NUMBER: \_\_\_\_\_ CLOSING DATE: | CLOSING TIME: \_\_\_\_\_

DESCRIPTION \_\_\_\_\_

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

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

[TENDERS.SCM@MBIZANA.GOV.ZA](mailto:TENDERS.SCM@MBIZANA.GOV.ZA) for tenders above R300 000 inclusive of VAT

**OR**

[QUOTES.SCM@MBIZANA.GOV.ZA](mailto:QUOTES.SCM@MBIZANA.GOV.ZA) for quotations below R300 000 but above R30 000 inclusive of VAT

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	<b>OR</b>	CSD No:
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes	MILITARY VETERAN	<input type="checkbox"/> Yes
	<input type="checkbox"/> No		<input type="checkbox"/> No
<b>[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]</b>			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</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		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## TERMS AND CONDITIONS FOR BIDDING

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

**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: .....

## **BACKGROUND AND OVERVIEW OF THE PROJECT**

### **1.1 INTRODUCTION**

Winnie Madikizela Mandela LM (WMMLM) Libraries needs maintenance as is crucial to ensure the longevity and functionality of the library's physical space, collections, and technology. Regular maintenance: Preserves the library's physical infrastructure. Protects collections from damage and deterioration. Ensure technology and equipment functionality. Provides a safe and healthy environment for users. Supports efficient library operations. WMMLM is home to the following Libraries:

- **Mbizana Main Library–Bizana Town Ward 1**
- **Ebenezer Community Library–Ebenezer Village Ward 24**
- **Nkantolo Community Library–Nkantolo Village Ward 27**
- **Monwabisi Mfingwana Community Library–Dudumeni Village Ward 8**

Social & Indigent Support Services under Community Services Department facilitate maintenance of libraries around Winnie Madikizela-Mandela LM jurisdiction. These libraries are needs maintenance and equipping as there are mainly used by our communities more often as part of promoting and instilling a culture of reading. This serves to request maintenance from time to time.

### **1.2 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT**

#### **1.2.1 Overall objective**

Social & Indigent Support Services under Community Services Department facilitate maintenance & equipment of libraries. Library maintenance ensures a safe, functional, and supportive environment for users, staff, and collections. This serves to request maintenance of libraries.

#### **1.2.2 Specific Objectives**

Specific objectives of this project include but are not limited to enhancing the following:

- *Physical Maintenance*

Ensure clean and safe environment for users and staff. Maintain library building, furniture and equipment. Ensure accessibility and compliance with disability standards.

- *Collection Maintenance*

Preserve and conserve library materials.

- *Technology Maintenance*

Ensure reliable and efficient IT infrastructure.

- *Safety and Security*

Secure library premises and materials. Ensure user and staff safety. Prevent theft, vandalism, or misuse.

- *Compliance and Regulatory*

Meet local, national, and international standards. Adhere to health and safety regulations.

## SCOPE & EXTENT OF WORK

The scope of work required for the contract includes the following:

### LIST OF ITEMS, DESCRIPTIONS AND QUANTITIES

#### 8. ACCOUNTABILITY

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

#### 11 PROFESSIONAL INDEMNITY COVER / INSURANCES / SURETIES

There are no insurances or sureties that are required for this bid. The service provider must also provide proof that they are paying the municipal rates where they are residing. Non-submission of proof that the supplier does not owe municipal rates will lead to the elimination of the bidder from the evaluation process. If the bidder is renting offices then a letter / correspondence from the landlord must be provided stating that the bidder/supplier does not owe any municipal rates.

### PRICING SCHEDULE

#### Mbizana Public Library

Item No.	Description	Qty	Unit	Total
1.	Maintenance of roof leaks and paint with existing colours	1		

2.	Cleaning of gutters	1		
3.	Extension cord 50m and multiplug with surge protector	2		
4.	Maintenance of overhang around the library	4		
5.	Maintenance of ceiling and paint it	1		
6.	Maintenance of library tables	10		
7.	<p>Installation of Mbizana Public library welcome signage with DSRAC logo and opening times: To be mounted on the library wall. Welcome to Mbizana Public Library</p> <p>Contact no: 087 288 1857</p> <p>Working Hours:</p> <p>Monday –Thursday (08:00- 16:30)</p> <p>Friday (08:00-16:00)</p> <p>Fabricated aluminum letters for each individual letter with Perspex front and logo fabricated in same aluminum</p> <p>To be mounted on the front library wall facing the gate</p> <p>Fabricated aluminium letters for each individual letter with Perspex front and logo fabricated in same aluminium</p>	1		
8.	Maintenance of circulation desk	1		
9.	Maintenance of air conditioners	8		
10.	Installation of light Globes	26		
11.	Maintenance of Outside globes with new sensor light	10		
12.	Maintenance of Electrical plugs	6		
13.	Remove & replace Veranda tiles as they cause injuries	1		

14.	Maintaining of inside laminating floor	1		
15.	Painting of entire library inside with existing color	1		
16.	Maintenance of jungle gym area with paint, oil & installing 1 swing	1		
17.	Maintenance of jungle gym area with evergreen grass in sods or carpet next to play equipment's	1		
18.	Fixing of existing jungle gym tables & chairs with concrete slab	3 tables 6 chairs		
19.	Maintenance of see-saw at the jungle gym area	2		
20.	Maintenance of aluminum windows	8		

#### **Nkantolo Public Library**

<b>Item No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Total</b>
1.	Extension cord 50m and multiplug with surge protector	2		
2.	Replacing/installation of Library roller blinds for windows	15		
3.	Maintenance of library air conditioners	4		
4.	Replacing /installation of globes	6		
5.	Installation of Library roller blind for door	1		
6.	Panting of entire modular library outside with existing color	1		
7.	Installation electrical meter box 60 units	1		
8.	Maintenance of library shelves	12		
9.	Maintain & replace steel book ends	20		

#### **Ebenezer Public Library**

Item No.	Description	Qty	Unit	Total
1.	Installation of electrical meter box 60 units	1		
2.	Supply & install water tank 5000L with PVC tap	1		
3.	Extension cord with surge (50M) and Multi-plug with surge protector	2		
4.	Installation or cubing outside lights with sensor	5		
5.	Maintain & replace steel book ends	20		

#### Monwabisi Mfingwana Public Library

Item No.	Description	Qty	Unit	Total
1.	Supply of 8-way Multi-Plug with surge protector and extension cord.	2		
2.	Maintenance of the library veranda with paint	1		
3.	Upgrading of library electricity units from 20 to 60 units & cabling	1		
4.	Maintain & replace steel book ends	20		
5.	Maintenance of library leak	1		

<b>SUB-TOTAL</b>			
<b>VAT @ 15%</b>			

<b>GRAND TOTAL</b>		
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## 2. PROJECT TIME FRAME

The project time frame will be 3 months from the date of appointment.

## 3. KEY OUTPUTS/PROJECT MILESTONES/DELIVERABLES

Maintenance & equipment of 4 libraries.

## 4. REPORTING MECHANISM

The project duration is 2 months for maintenance & equip of 4 libraries. The Project Manager **Ms N Mqeke** will be available for any queries on 039 251 0230.

## IMPORTANT NOTICE

By applying for this bid, you hereby acknowledge that you have read and accept the following Protection of Personal Information ACT (POPIA) disclaimer:

I hereby consent for WMMLM to process my personal information as part of the procurement process. WMMLM shall take all reasonable measures to protect the personal information of applicants and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Protection of Personal Information Act, Act 4 of 2013 (“POPIA”).

## EVALUATION CRITERIA

Evaluation criteria of the bid;

The bids will be evaluated in two stages, namely:

- Stage 1- Functionality
- Stage 2- Price and Specific Goals

Only Bidders who score 70 or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	Weight
<b>STAGE 1 OF EVALUATION – FUNCTIONALITY</b>	<b>100</b>
• Previous Experience	50
• Capacity, Expertise and Methodology	50

<b>STAGE 2 OF EVALUATION – PRICE &amp; PREFERENTIAL POINTS</b>	<b>100</b>
<b>Specific Goals</b>	<b>20</b>
<b>Price</b>	<b>80</b>

<b>Previous Company Experience</b> <b>Note: The scoring in this section is not cumulative</b>		<b>Weight</b> <b>50</b>
Traceable records of 3 <b>(three) maintenance of building facilities</b> to the value of R300 000.00.		50
Traceable records of 2 <b>(two) maintenance of building facilities</b> to the value of R300 000.00 each,		30
Traceable records of 1 <b>(one) maintenance of building facilities</b> to the value of R300 000.00,		20
<b>Maximum Weighting</b> <b>Note: COMPULSORY attachments for verifying work done:</b>  a traceable record will be evaluated on the basis of: - A bidder must attach a valid appointment / Official Purchase Order for each project completed, Completion Certificate and reference letter not older than 3 months.		<b>50</b>

<b>Compliance</b>		<b>Weight</b> 50
<b>Resources to execute the work – maximum weight</b>		<b>20</b>
The Service provider must specify & provide proof of delivery equipment. <input type="checkbox"/> <b><u>Ownership</u></b> mode of transport • Attach certificate of registration as proof of ownership.		<b>20</b>
<b><u>OR</u></b> <input type="checkbox"/> <b><u>Hired</u></b> mode of transport. • Attach certified copy of lease agreement as proof.		<b>15</b>
• <b>Methodology</b>		<b>30</b>
Methodology must include the following: ➤ Company Profile ➤ Clear Execution Plan		

➤ Labour Component	
➤ Time frames	
<b>Total Maximum Weighting</b>	<b>100</b>

## CONDITIONS OF TENDER

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

- 6.1 No tender will be considered unless emailed to Winnie Madikizela Mandela Municipality on tenders.scm@mbizana.gov.za.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 The municipality reserves the right to accept:
- 6.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
- 6.3.2 a tender which is not substantially or materially different from the tender Specification.
- 6.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.5 The municipality will not be held responsible for any expenses incurred by Tenderers in preparing and submitting tenders.
- 6.6 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.7 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.
- 6.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
- 6.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
- 6.10 Resolutions and Authorities**  
A tender submitted:
- 6.10.1** by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{ Authority to Sign Bid Document on page 37 to be completed}**;
- 6.10.2** by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **(pg 37)**

- Authority to Sign Bid Document on page 37 to be completed};**
- 6.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/consortium/joint venture authorising the tender to be made and the signatory to sign the tender on the partnership/consortium/joint venture's behalf.
- 6.11 Partnerships/Consortiums/Joint Ventures**  
In the case of partnerships/consortiums/joint ventures, a copy of the partnership/consortium/joint venture agreement must be submitted with the tender document.
- 6.12 Validity Period**
- 6.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90 days** from the closing date or for such extended period as may be applicable.
- 6.12.2 The tender amount will not be amended during the aforesaid validity period.
- 6.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.
- 6.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.
- 6.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal as set out in clause 6.8 above will apply to such withdrawal.
- 6.13 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.
- 6.14 Tax clearance**
- 6.14.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).
- 6.14.2 Tenderers are therefore required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax/VAT purposes.
- 6.15 The municipality will publish the results of this bid on the municipal website.

## GENERAL CONDITIONS OF CONTRACT

### *General Conditions of Contract*

#### **NOTES:**

The purpose of this document is to:

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

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

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

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental Services
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15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices

## General Conditions of Contract

### 1. Definitions

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

- is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in tender documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

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

## 3. General

- 3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where

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

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

#### 4. **Standards**

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

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

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### 6. **Patent Rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the Winnie Madikizela Mandela Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Winnie Madikizela Mandela Municipality.

#### 7. **Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form

<b>AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:</b>
--

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

NAME OF TENDERER: \_\_\_\_\_

Meeting held at \_\_\_\_\_

(Place)

On \_\_\_\_\_ (date)

RESOLVED THAT:

1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No: **WMM-LM 17/04/26/01 LFM: Library Facilities Maintenance and Equipment**

2.

3. Mr/Ms \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ and who will sign as follows:

\_\_\_\_\_  
(SPECIMEN SIGNATURE)

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

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

No	Name	Capacity	Signature
1			
2			
3			
4			
5			

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a Contract for Library Facilities Maintenance and Equipment **WMM-LM 17/04/26/01 LFM**

**SERVICES:** Library Facilities Maintenance and Equipment

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of Contract identified in the Contract Data.

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

.....  
.....

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

**Signature:**..... **Name:** .....

**Capacity:** .....

**For the tenderer:** .....

.....  
(Name and domiciliumcitandi of organization)

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

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data (see volume 2)
- Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said

documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties. The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed, signed copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding Contract between the parties.

**Signature(s):** .....

**Name(s)**.....

**Capacity:** MUNICIPALITY MANAGER

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

(Name and domiciliumcitandi of organization)

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

**OFFICIAL STAMP:**



**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issues by the Employer before the tender closing date is limited to those
2. permitted in terms of the conditions of tender.
3. A tenderer’s covering letter shall not be included in the final Contract document. Should any matter in such letter, which
4. constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance,
5. the outcome of such agreement shall be recorded here.
6. Any other matter is arising from the process of offer and acceptance either as a confirmation, clarification or change to the
7. tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
8. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated
9. into the final draft of the Contract.

1 Subject \_\_\_\_\_

Details \_\_\_\_\_

2 Subject \_\_\_\_\_

Details \_\_\_\_\_

3 Subject \_\_\_\_\_

Details \_\_\_\_\_

4 Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorized representatives signing this schedule of deviations, the Employer and the tenderer agree to and accept the

foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this agreement.

For the tenderer:

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

**Capacity:** .....

**FOR TENDERER:**

.....  
.....

(Name and domiciliumcitandi of organization)

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

**Signature(s):** .....

**Name(s):**.....

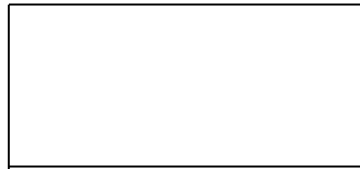
**Capacity: MUNICIPALITY MANAGER**

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

(Name and domiciliumcitandi of organization)

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

**OFFICIAL STAMP:**



**MBD 4**

**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, hareholder<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.

<sup>2</sup> 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:  
.....  
.....





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

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

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

### 3.15 GENERAL CONDITIONS

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

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

#### 3.15.2 *To be completed by the organ of state*

*(delete whichever is not applicable for this tender).*

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

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

**20** Price; and

**21** Specific Goals.

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

The maximum points for this tender are allocated as follows:

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



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

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

### 3.16 DEFINITIONS

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

### 3.17 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

- **POINTS AWARDED FOR PRICE**

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

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

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

*80/20*                      *or*                      *90/10*

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

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

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

Where

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

### 3.18 POINTS AWARDED FOR SPECIFIC GOALS

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

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



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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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



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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....



MBD 8

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

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 (FULL NAMES) .....**

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.



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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder