



NEWCASTLE MUNICIPALITY

STRATEGIC EXECUTIVE DIRECTOR: DEVELOPMENT PLANNING & HUMAN SETTLEMENTS

HUMAN SETTLEMENTS

BID NO.: A007 – 2021/22

PANEL OF SERVICE PROVIDERS FOR SUPPLY OF MATERIALS FOR THE MAINTENANCE OF MUNICIPAL HOUSING RENTAL STOCK FOR A PERIOD OF 36 MONTHS

SUBMISSION OF BID DOCUMENT DEADLINE

Date: 23 September 2021

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall), 37 Murchison Street, Tower Block Building -1st Floor, Newcastle, 2940

Name of Bidder	
CSD Master Registration No	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **23 September 2021** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

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1. ADMINISTRATIVE COMPLIANCE & ELIGIBILITY CRITERIA

The Newcastle Municipality will not consider any Bid unless it meets the following responsiveness criteria:

- 1.1 The Bid must be properly received in a sealed envelope clearly indicating the description of the service/goods/works to be supplied and the Bid number for which the Bid is submitted.
- 1.2 The Bid must be deposited in the relevant Bid box as indicated on the notice of the Bids invitation on or before the closing date and time of the Bid.
- 1.3 A Tax Clearance Certificate (TCC) status pin certificate must be submitted with the Bid on or before the closing time and date of the Bid for tax status verification purpose.
- 1.4 The **Form of Offer** is completed and signed (refer to MBD 1 on page 43)
- 1.5 A Joint Venture Agreement or Consortium, where applicable, which has been properly signed by all parties must be submitted. Both parties should submit individual TCC as well as for the joint venture and on award it is expected that the proof of joint bank account is made available.
- 1.6 The bid must comply with the requirements of the Bid and technical specifications. The bid must comply in full and observe the requirements of the Notice to Bidders.
- 1.7 The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and ensure that it is signed, witnessed and dated.
- 1.8 The bidder must provide proof of financial ability or demonstrate that he / she has capacity to execute the contract.
- 1.9 The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
- 1.10 The bidder has not:
 - a) abused the Employer's Supply Chain Management System; or
 - b) failed to perform on any previous contract and has been given a written notice to this effect;
- 1.11 The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
- 1.12 The bidder is registered on the **Central Supplier Database** facilitated by National Treasury.
- 1.13 The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached.

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- 1.14 All returnable schedules are to be completed and all relevant certificates attached where indicated.

1.2 EVALUATION OF BIDS

All Bids received shall be evaluated in terms of the Supply Chain Management Regulations, Newcastle Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act - Preferential Procurement Regulations and other applicable legislations.

The Council reserves the right to accept all, some, or none of the Bids submitted – either wholly or in part – and it is not obliged to accept the lowest Bid.

The method of evaluation will be based on adherence to minimum requirements for local content on specific sectors; thereafter the focus will be on quality assessment (functionality) - with the minimum qualifying score of **65%** in respect of the Functionality Test and lastly the comparison of financial offers through applying BBBEE Status Level of Contributor.

By submitting this Bid, the bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

1. **The Municipal Manager will cancel a contract awarded to a person if:**
 - a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
 2. **The Municipal Manager will reject the Bid or quote of any person if that person or any of its directors has:**
 - a) Failed, during the last five years, to perform satisfactorily on a previous contract with The Newcastle Municipality or any other organ of State after written notice was given to that Bidder that performance was unsatisfactory;
 - b) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
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PART A–ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



2. BID NOTICE & INVITATION TO BID

BID NO: A007 – 2021/22

Panel of Service Providers for Supply of Materials for the Maintenance of Municipal Housing Rental Stock

The Newcastle Municipality seeks accredited security service providers to supply building goods for maintenance of municipal housing rental stock for a period of three (3) years.

Bid documents are obtainable from **23 August 2021**, at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2nd Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00**. **Alternatively the document may be downloaded free of charge from the National Treasury website (www.etenders.gov.za).**

Banking Details - Banking Details - The Newcastle Municipality, Nedbank - Account No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder's name as reference).

Procurement enquiries: Mr S Vilakazi

Telephone no.: 034 328 7818

Technical enquiries: Ms T. Majola

Telephone no.: 034 328 7873

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2017 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points system. Preference points will be awarded to service providers using their B-BBEE status level of contribution. This bid will remain valid for 120 days. The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed **“Bid No: A007 – 2021/22 Panel of Service Providers for Supply of Materials for the Maintenance of Municipal Housing Rental Stock for 36 months”** bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Thursday, 23 September 2021** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-Mail will under no circumstances be considered.

Minimum Local Content Requirements

This bid is subject to local content and production in terms Department of Trade and Industries protocols. Minimum stipulated local content designation for below - mentioned items is as follows:

Plumbing Materials	100%
Electrical Materials	100%
Carpentry Materials	100%

The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - X/Y) * 100$$

Where

X is the imported content in Rand

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Y is the bid price in Rand excluding Value Added Tax (VAT)

Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement of this bid.

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Functionality Evaluation

Bids will be evaluated in terms of functionality as part of the minimum requirements before evaluated on price and preference based on the following criteria:

Number	Criteria	Sub – points	Max points
1	Tenderer's experience in similar supply of similar goods		
	Traceable reference letters of appointment / successful project execution letters (Completion certificates) within past 5 years	4 references = 40 3 references = 30 2 references = 20 1 reference = 10 No submission = 0	40
2	Proof of Supplier / Agency Accreditation		50
	Proof of Registration as Manufacturer or Proof of contract with Manufacturer	40	
	Product Guarantees / Warranties	10	
3	Service Provision Speciality		50
	Plumbing Certificate	30	
	Electrical Certificate	10	
	Carpentry Certificate	10	
	Total Points		

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za

Mr. V. Govender
Acting Municipal Manager

Newcastle Municipality
Municipal Civic Centre
37 Hardwick Street
Private Bag X6621
Newcastle
2940

3. 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 vendor, 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 Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the vendor bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the vendor 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

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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 vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 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 vendor 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 vendors, 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 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

- 5.1 The vendor 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 vendor 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 vendor 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 vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor 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. Patent Rights

- 6.1 The vendor 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 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 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:

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- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 Institution or an organization acting on behalf of the Institution.
- 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 vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the vendor 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 vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.
- 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 vendor 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 vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor 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.

12. Transportation

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

13. Incidental Services

- 13.1 The vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this contract;
 - e) training of the purchaser's personnel, at the vendor's plant and/or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor 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 vendor for similar services.

14. Spare parts

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The vendor 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 vendor 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 vendor, 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 vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor 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 vendor, 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 vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2 The vendor 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.

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- 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 vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. 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.

19. Assignment

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

20. Subcontractors

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

21. Delays in the vendor's performance

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor 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 vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor 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 vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor'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 essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to

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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 cancelling 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 vendor'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 vendor.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the vendor 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/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, may terminate this contract in whole or in part:
- a. if the vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b. if the vendor fails to perform any other obligation(s) under the contract; or
 - c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor 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 vendor by prohibiting such vendor 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 vendor or any person associated with the vendor, the vendor 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 vendor 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 vendor.
- 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

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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 vendor 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 vendors or persons prohibited from doing business with the public sector.

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

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on insolvency

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the vendor 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 vendor to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign vendor 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 vendor 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 purchaser 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.

33. National Industrial Participation Programme

- 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.

34. Prohibition of restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

4. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
 - (a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
 - (c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
 - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicilium citandi et executandi in the Republic at (full physical address):

.....

.....

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.
6. Are you duly authorized to sign the bid?* ☐ YES ☐ NO

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7. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

8. Has the Declaration of Interest been duly completed and included with the bid forms?*

☐ YES

☐ NO

* Delete whichever is not applicable

9. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

- (1) The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.
- (2) If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-
 - a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or
 - b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

BIDDER`S NAME : _____

BIDDER'S REPRESENTATIVE : _____

SIGNATURE : _____

DATE : _____

WITNESSES

1. Name : _____

Signature : _____

Date : _____

2. Name : _____

Signature : _____

Date : _____

10. AUTHORITY TO SIGN THE BID

SIGNED ON THIS..... DAY OF..... 20.....

AT.....

.....
**SIGNATURE OF BIDDER OR DULY NAME OR AUTHORIZED REPRESENTATIVE
(IN BLOCK LETTERS)**

ON BEHALF OF (BIDDER'S NAME).....

CAPACITY OF SIGNATORY.....

NAME OF CONTACT PERSON (IN BLOCK LETTERS, PLEASE)

.....
POSTAL ADDRESS

.....
TELEPHONE NUMBER

FAX NUMBER

CELLULAR PHONE NUMBER

E-MAIL ADDRESS

NEWCASTLE MUNICIPALITY

CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT

RULES IN RESPECT OF BID DOCUMENTS

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **MBD1 Form** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder. Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. **Bid prices shall include for the delivery of the products to the Newcastle Municipality – Civic Centre, Murchison Street, Newcastle or as instructed by the Municipal Manager or delegated official or as per municipal official order.**
6. Bid prices shall include VAT and it shall be accepted that VAT is included in the bid price should this not be specified. Bid prices that do not include VAT shall not be considered.
7. **GUARANTEE**
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
8. **No bid will be accepted unless made out on the forms provided.**

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9. Bidders are to note that tenders must hold good for a period of **one hundred and twenty (120) days** from the date of opening and the offer price must be inclusive of **VAT (the vat portion be indicated separately)**.
10. A signed copy of these conditions and specifications must accompany the bid.
11. No bid will be accepted unless made out on the forms provided.
12. No telegraphic or fax or e-mailed bids will be accepted.
13. Bids received after 12:00 on the closing date of this bid will not be accepted.
14. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.
15. Council reserves the right to accept all or a portion only of any tender.
16. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
17. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
18. Bids must be submitted in sealed envelopes.
19. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
20. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
21. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
22. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
23. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
24. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information

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supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.

25. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 30 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above. Municipality reserves the right to withdraw from the contract and appoint alternative bids if the bidder falls into arrears with the abovementioned monies during the period of contract.

26. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

27. SUBMISSION OF BIDS

The completed bid documents are to be placed in a sealed envelope and externally endorsed **“Bid No: A007 – 2021/22 Panel of Service Providers for Supply of Materials for the Maintenance of Municipal Housing Rental Stock”** and bearing name, address and bidder's contact details at the back of the envelope and should be placed in the bid box provided at the Municipal Civic Centre (Rates Hall) in Murchison Street (Newcastle) by no later than 12h00 noon on **23 September 2021** when it will be opened in public.

The proof of payment for the bid document must be attached to Municipal Bidding Documents when submitting the offer. The period advertised for the receipt of bids shall be as stated in the notice calling for bids and shall expire at 12:00 on the date stated in the invitation to bid.

No bids found in any other box or elsewhere subsequent to the closing date and time bid will be considered.

28. The method of submission for tender documents **be a single envelope system.**

29. OPENING OF BIDS

Immediately after 12:00 on the date advertised for the receipt of tenders, or as soon thereafter as possible, the tenders duly received shall be opened in public by an officer designated by the Municipal Manager and the name of each bidder shall be read out to the public in attendance.

As each bid is opened, it shall be authenticated by the supervising officer by stamping with Council's stamp and by the supervising officer's signature, witnessed by an assistant who must be an officer of Council. Each document and any annexure thereto will be stamped, signed and witnessed as described and the date of opening recorded on each document or annexure.

All bids received and endorsed in accordance with the above paragraph shall, at the conclusion of the opening procedure, be recorded in a bid register to be kept by an official designated by the Municipal Manager and such register shall be stamped, signed and witnessed as aforesaid.

30. ACCEPTANCE OF BIDS

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

31. BID DOCUMENTS

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
 - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
 - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
 - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.
 - iv. The use of correcting fluid is prohibited.

32. DEPOSITS

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

33. TELEGRAPHIC/FAXED/POSTED/E-MAILED BIDS

No telegraphic or faxed or posted or e-mailed bids will be accepted.

34. LATE BIDS

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
 - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
 - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.
- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

35. COMMUNICATION PROHIBITED

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

36. COUNCIL NOT OBLIGED TO ACCEPT ANY BID

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid.

Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

37. DEVIATION FROM CONTRACT

The Council will reserve the right to purchase goods outside of the bid contract if and when the need arises.

38. ALTERNATIVES

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

39. Contract Duration

The contract will be valid for a period of thirty-six (36) months from the date of appointment in line with the applicable terms and conditions of purchases and installation

40. Post Award Product Compliance Procedures

The following post award product compliance procedures will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
 - Financial Implications & Price Variances
 - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and Offloading of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

41. Demonstrations and Inspections

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

42. Price Adjustment

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.
(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding. This contract should start on 2021-00-00 and end on 2024-00-00

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

43. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

44. The Contractor may submit offers for alternate methods or procedures to that specified where in his opinion such equipment or materials would be to the advantage of the Municipality, economically and technically. Any such offers must include appraisal of the offer.

45. Terms of Payment

It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.

Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

46. Pricing

46.1 Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.

46.2 All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**.

46.3 Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.

46.4 All bid prices will be final and binding.

46.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,

46.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.

47. Forward Exchange Rate Cover

47.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.

47.2 The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.

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47.3 If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

48. Withdrawal of Bid during and After the SCM Process:

48.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.

48.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

49. Invoices

All invoices must be forwarded to the following address:

Newcastle Municipality
Private Bag x6621
Newcastle, 2940

50. Invoices

Legal requirements for invoices

Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

Ordinary invoice (not VAT Registered)

- a) The word „**INVOICE**” in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

VAT/Tax invoice (VAT registered)

- a) Word „**TAX INVOICE**” in a prominent place
- b) Trade, legal name and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

51. Poor Performance

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

52. Central Supplier Database

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

53. Disbursements, Travel and Subsistence

53.1 No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.

53.2 Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

53.3 All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.

53.4 All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

PLEASE NOTE:

Bids are only awarded once approved and accepted by the Bid Adjudication Committee. The Bid Evaluation Committee will submit recommendations whereupon the final decision will be taken by the Bid Adjudication Committee.

5. RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

	Date	Title or Details
1.		
2.		
3.		
4.		

Attach additional pages if more space is required.

Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

6. NOTICE OF COMPULSORY BRIEFING SESSION

A compulsory briefing session is **not applicable**.

The meeting point for the Briefing Session will be at the **details of venue**.

Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

Name of Representative	
On Behalf of Bidder (name of bidder)	
Address	
Telephone Number	
Signature (For Bidder)	

For Official Use Only

I CONFIRM THAT THE BIDDER WAS PRESENT AT THE COMPULSORY BRIEFING SESSION	
	Official Date Stamp
Name of Official: _____	Signature: _____

7. BANKING DETAILS

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

ACCOUNT HOLDER	
NAME OF BANK	
ACCOUNT NUMBER	
ACCOUNT TYPE	
BRANCH NAME	
BRANCH CODE	
BRANCH CONTACT PERSON	
PHONE NUMBER	
FAX NUMBER	

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

8. PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

BID NO.: A007 – 2021/22 SUPPLY OF MATERIAL FOR MAINTENANCE OF MUNICIPAL RENTAL STOCK

PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

9. CENTRAL SUPPLIER DATABASE REGISTRATION

No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

10. VALID CERTIFICATE OF ACCREDITATION IN COMPLIANCE WITH APPLICABLE LEGISLATIVE FRAMEWORKS

Please attach the certificate onto this page – Proof accreditation as the manufacturer and / or as agent of the manufacturer

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

11. VALID TRADE CERTIFICATES: PLUMBING – ELECTRICAL - CARPENTRY

Please attach the certificate onto this page – Trade Certificates

<u>Name of Bidder</u>			
<u>Signature</u>		<u>Name (print)</u>	
<u>Capacity</u>		<u>Date</u>	

12. CERTIFICATE OF INDEMNITY INSURANCE COVER

Notes to tenderer:

1. In the event of the tenderer being a joint venture/consortium, the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company:

Value:

- Third Party Liability

Company:

Value:

On agreement or pre - engagement agreement, the successful service provider(s) should indemnify and protect the Council (Newcastle Municipality) in respect of all costs and/or damage that may be incurred or sustained by the service provider, by reason of or in any way arising out of or caused by operations that may be carried out by the successful bidder in connection with the afore-mentioned contract;

Also in respect of all claims that may be instituted against the Council in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Council in examining, resisting or settling any such claims.

Signed

Date

Name

Position

Tenderer

Witness 1 Name

Signature

Date

Position

Witness 2 Name

Signature

Date

Position

13. SCHEDULE OF COMPLIANCE WITH OHSA (ACT 85 OF 1993)**Introduction**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of employer as contemplated in the Act are properly discharged.

This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his or her premises.

A "mandatory" is defined in the said act as:- "including an agent, contractor or sub-contractor for work, but without derogating from his/her status in his/her own right as an employer or user.

In terms of section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health & Safety Act – 85 of 1993.

By ensuring that there is a written agreement in place, the management of Newcastle Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non – compliance will be issued. All work will be stopped, reasons of non – compliance must be given including corrective action that will be taken to rectify the situation must be stipulated

Note: A copy of the latest receipt together with a copy of the relevant assessment OR A copy of a valid Letter of Good Standing to be handed in on appointment

or

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1.	Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?	Yes	No
2.	Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		
3.	Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?	Yes	No
4.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No

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5.	Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	Yes	No
6.	Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?	Yes	No
	If yes, please explain his duties and provide a copy of his CV.		
7.	Does the Contractor have trained first aid employees? If yes, indicate, who.	Yes	No
8.	Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)	Yes	No

Signed: **Date:****Name:** **Position:****Bidder:**

NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID

- All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 30 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER

ADDRESS

TELEPHONE NUMBER

NAME OF THE OFFICIAL **POSITION**

SIGNATURE **DATE**

WITNESSES

NAME **NAME**

SIGNATURE **SIGNATURE**

ID NUMBER **ID NUMBER**

14. MBD 1: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY

Bid Number	A007 – 2021/22	Closing Date	23 September 2021	Closing Time	12h00
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Description	Supply of Materials for the Maintenance of Municipal Housing Rental Stock
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN
THE BID BOX SITUATED AT

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

SUPPLIER INFORMATION

Name of Bidder					
Postal Address					
Street Address					
Telephone Number	Code		Number		
Cellphone Number					
Facsimile Number	Code		Number		
E-Mail Address					
Vat Registration Number					
Tax Compliance Status	TCS PIN:		OR	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE Status Level Sworn Affidavit		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

Are you the Accredited Representative in South Africa for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes enclose proof)	Are you a Foreign Based Supplier for the Goods /Services /Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, answer part B:3)
---------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

Total Number of Items Offered	
------------------------------------------	--

Signature of Bidder		Date:	
----------------------------	--	--------------	--

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr S Vilakazi	Ms. T. Majola
Telephone number	034 328 7818	034 328 7873
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Thandeka.Majola@newcastle.gov.za

PART B
Terms and Conditions for Bidding

1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website www.sars.gov.za**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is the entity a resident of the Republic of South Africa (RSA)? ☐ Yes ☐ No
- 3.2. Does the entity have a branch in the RSA? ☐ Yes ☐ No
- 3.3. Does the entity have a permanent establishment in the RSA? ☐ Yes ☐ No
- 3.4. Does the entity have any source of income in the RSA? ☐ Yes ☐ No
- 3.5. Is the entity liable in the RSA for any form of taxation? ☐ Yes ☐ No

If the answer is "no" to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

NB: Failure to provide any of the above particulars may render the bid invalid.

No bids will be considered from persons in the service of the state.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

BID NO.: A007 – 2021/22 SUPPLY OF MATERIAL FOR MAINTENANCE OF MUNICIPAL RENTAL STOCK

15. MBD 3.1

1. PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... **Bid Number:** A007-2021/21

Closing Time: 12h00

Closing Date: 23 September 2021

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

BID NO:	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
A007 – 2021/22 Supply of Materials for the Maintenance of Municipal Housing Rental Stock		
- Required by	:	Development Planning & Human Settlements
- At	:	37 Murchison Street Civic Center Newcastle 2940
- 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

16. MBD 3.2 PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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: A007 – 2021/22

Closing Time

Closing Date

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

A047 – 2021/22 Supply of Materials for the Maintenance of Municipal Housing Rental Stock

- Required by : Development Planning & Human Settlements
- At : 37 Murchison Street
Civic Center
Newcastle
2940
- 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

*Delete if not applicable

MBD 3.2 PRICE ADJUSTMENTS**NON-FIRM PRICES SUBJECT TO ESCALATION**

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

BID NO.: A007 – 2021/22 SUPPLY OF MATERIAL FOR MAINTENANCE OF MUNICIPAL RENTAL STOCK**MBD 3.2****PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

17. MBD 4: DECLARATION OF INTEREST

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

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Tax Reference 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.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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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 a 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, managers, principal 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, managers, principal 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, principal 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.		

BID NO.: A007 – 2021/22 SUPPLY OF MATERIAL FOR MAINTENANCE OF MUNICIPAL RENTAL STOCK

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

18. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|----------------------------------------------------------|---------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

8.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

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

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

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- 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

19. 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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality'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) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 as a company or person 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 audit alteram partem rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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ITEM	QUESTION	YES	NO
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 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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

20. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.

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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.
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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

21. MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS1286:2011 (Edition 1)5 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
 - Annexure C - Local Content Declaration: Summary Schedule,
 - Annexure D - Imported Content Declaration: Supporting Schedule to Annex C and
 - Annexure E - Local Content Declaration: Supporting Schedule to Annex C.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Steel products		
Item	Item description – See item specifications and rate	Stipulated minimum threshold
	Plumbing Materials	100 %
	Electrical Materials	100 %
	Carpentry Materials	100 %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION: STEEL PRODUCTS AND COMPONENT FOR CONSTRUCTION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO: A041-2020/21, ISSUED BY NEWCASTLE MUNICIPALITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity asof

.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

ANNEXURE C

Local Content Declaration – Summary Schedule

NOTE: VAT

to be excluded from all calculations

(C1) Tender No.	A007 - 2021/22		
(C2) Tender Description	Maintenance of Municipal Rental Stock		
(C3) Designated product(s)			
(C4) Tender Authority	Newcastle Municipality		
(C5) Tendering Entity's Name			
(C6) Tender Exchange Rate:	Currency		Rate
(C7) Specified local content %			

Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)
1	Straight tapered poles							
1.1	7.5m pole						100%	1
1.2	9m pole						100%	1
1.3	12m pole						100%	1
1.4	3.6m pole						100%	1
1.5	5m pole						100%	1

(C20) Total tender value

(C21) Total Exempt imported value

(C22) Total Tender value net of exempt imported value

(C23) Total local value

(C24) Total local content

(C25) Average local content

Signature of Tenderer from Annexure B_____
Date

22. 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 claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

MBD 7.1:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR PRODUCTION LOCAL AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
2.



PART B – SPECIFICATIONS

Supply of Materials for the Maintenance of Municipal Housing Rental Stock

23. SPECIFICATIONS

SCOPE OF BID

This bid calls for suitably qualified service providers to supply, delivery and offloading of building materials (plumbing, electrical & carpentry) for maintenance of Municipal Rental Stock: Properties – Flats & Staff Houses.

The delivery should take place within 02 working days after receiving a municipal official order and municipal stores warehouse is located between corner Hardwick and Van Der Bijl Street, Newcastle.

DETAILED SPECIFICATIONS

1. GENERAL

- 1.1 All materials to be supplied shall comply with applicable SANS standards and bare the SABS mark.
The material make and models will change from time to time and at this moment the items listed on the pricing schedule may serve as the base throughout the contract period.
- 1.2 The service provider must be able to supply the materials upon request within 24 hours where installation will be undertaken internally.
- 1.3 The suppliers to provide where necessary product guarantee and / or warrantee information
- 1.4 Every 12 months the bill of quantity matrix needs to be reviewed.
- 1.5 All prices must include all costs (tax tariffs, delivery and offloading) to respective locations mentioned on municipal order request and in case of non – firm prices a disclosure must be made on Pricing Schedule on page
- 1.6 The contract period will be valid for a period of 36 months.
- 1.7 Non – compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

2. PRICING INSTRUCTIONS

- 2.1 Prices should include VAT and delivery cost.
- 2.2 Price increase must be indicated on the pricing schedule.

3. CONDITIONS OF TENDER AND AWARD BASIS

- This bid is a rate bid therefore rates tendered will be rates paid.
- Newcastle municipality reserves the right to appoint any number of bidders depending on the responsiveness of bidders.
- The allocation of work will be on a rotational basis if awarded to more than one service provider.
- Delivery must be within two days or as agreed with the client after placement of an order.
- Prices must remain fixed for a period of twelve (12) months and thereafter subject to escalation.
- Newcastle Municipality reserves the right to apply objective evaluation criteria.
- Newcastle Municipality reserves the right to procure through other procurement methods other than from this contract if an emergency arises, the service provider's point of supply is not situated at or near the place the supplies are required or the service provider's supplies or goods are not readily available.
- *Failure to comply with the conditions of tender will lead to the bidder being disqualified.*

4. CONTRACT PERIOD

A period of thirty-six (36) months on an "as and when" basis.

5. EVALUATION PROCESS (CRITERIA)

The bid shall be evaluated in five (5) stages as follows: -

- Stage 1: Administrative compliance
- Stage 2: Local content
- Stage 3: Mandatory Requirements
- Stage 4: Price and preference scoring
- Stage 5: Objective criteria

Stage 1: Administrative compliance

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, in order for the former to accept the bid for evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply in this regard.

Stage 2: Local content

The stipulated minimum threshold percentages for local production and content for the street lighting steel poles sector is 100%. Only bidders scoring the minimum in stage 2, will be further considered for evaluation in stage 3.

The evaluation of bids in terms of the minimum threshold stipulated on MDB 6.2 on page 54 of this

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bid documentation.

(in case of more than one product offer, the local percentages for each product contained in Declaration C must be used)

The SABS approved technical Specification number SATS 1286:2011 and the Guidance Calculation of Local content together with the Local Content Declaration Templates: Annexure C – Summary Schedule for Local Content Declaration, Annexure D – Supporting Schedule to Annex C for Imported Content Declaration and Annexure E – Supporting Schedule to Annex C for Imported Content Declaration are accessible to all potential bidders on the DTI's official website <http://www.thedti.gov.za> or industrial development/ip.jsp at no cost

Stage 3: Functionality Requirements

The following functionality criteria will form the basis for evaluating this bid and failure to attain the minimum qualifying score of 65% will result in rejection for further evaluation in terms of prices and preferences.

NO	DESCRIPTION	POINTS FOR ALOCATION	POINT FOR SUBMISSION	POINT SCORED
1.	Accredited supplier/ contracted to supplier	50	<ul style="list-style-type: none"> • Proof of registration as Manufacture or proof of contract with manufacture = 40 • Guarantees/ warranties =10 	
2.	Service provision speciality	50	<ul style="list-style-type: none"> • Plumbing certificate = 30 • Electrical certificate =10 • Carpentry certificate =10 	
TOTAL		100		

Stage 4: Price and preference scoring

The bidders that have successfully progressed will be evaluated in accordance with the 80/20 Preferential Point System in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, No 5 of 2000.

Stage 5: Objective criteria

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local

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Municipality;

- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above mentioned risks.

6. TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the tax status within 7 days.

7. TECHNICAL ENQUIRIES

For enquiry purposes please contact:

Contact Person	:	Ms T. Majola
Telephone number	:	034 328 7871
Email address	:	Thandeka.Majola@newcastle.gov.za

ELIGIBILITY CRITERIA

Bid offers will only be accepted if:

1. A valid Tax Compliance Status Pin or CSD Master Registration Number for verification;
2. The **Form of Offer** and **MBD 1 Form** is completed and signed;
3. Tenderer has met the Local Production and Content and Mandatory requirements;
4. The bid must adhere to Pricing Instructions where the pricing schedule should be completed correctly and signed;
5. The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 person prohibited from doing business with the public sector;
6. The bidder has not:
 - a. abused the Employer's Supply Chain Management System; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect;
7. The bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
8. The bidder is registered on the **Central Supplier Database**;
9. The bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached. The statement must not be older than three months from the closing date of this tender. Alternatively, if the tenderer is currently leasing premises and is not responsible for the payment of municipal services, a copy of the Lease Agreement must be attached;
10. A Joint-Venture Agreement or Consortium, where applicable, is submitted with bid;
11. Prospective bidder comply with the requirements of the bid and technical specifications;
12. All returnable schedules are to be completed and all relevant certificates attached where indicated.

24. PRICING SCHEDULE**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____

of the firm _____

hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN „X“									
Are you/is the firm a registered VAT Vendor	YES				NO					
If “YES”, please provide VAT number										

Escalation of Offer Prices in percentage

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months %

Expected escalation of prices after 24 months %

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

PRICING SCHEDULE:

(To be completed by the bidder)
SECTION A: PLUMBING MATERIALS

1. DESCRIPTION:

Quotations are hereby requested for the supply of the below mentioned plumbing items

2. DETAILS:

No	DESCRIPTION	UNIT PRICE INCL. VAT
1	Bends 110m X 90 : PVC. IE: SABS approved	
2	Geyser 100LT Kwikot with safety valve and drain plug	
3	Geyser 150LT Kwikot with safety valve and drain plug	
4	600kp closey valve complete	
5	400kp closey valve complete	
6	Latco valve 100kp	
7	Vacuum breakers	
8	Elbows 15 mm conex good quality: SABS Approved	
9	Elbows 20mm conex good quality SABS Approved	
10	Stop cocks conex 15mm SABS approved	
11	Stop cocks 20mm conex SABS Approved	
12	Pipe copper: 22mm 5. MTR SABS Approved	
13	Pipe copper 15mm 5MTR SABS Approved	
14	Female adaptor 15mm conex SABS Approved	
15	Male adaptor 20mm conex SABS Approved	
16	Tees 20 x 15mm conex: centre reducing SABS Approved	
17	Raw bolt 10mm SABS Approved	
18	Couplings 20mm cu conex SABS Approved	
19	Coupling 15mm cu conex SABS Approved	
20	Adaptor male 20mm conex SABS Approved	
21	Adaptor make 15mm conex SABS Approved	
22	Bib cock: 15mm:Chrome plate: heavy duty: star head	
23	Taps Pillar: chrome plate H/D star head 15mm SABS approved	

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24	Washers 15mm SABS approved	
25	Bib cock 20mm Chrome plate heavy duty star	
26	Valve Bottom inlet Valve with ball 50mm	
27	Valve bottom inlet with no ball: high pressure	
28	HTH: 25kg :	
29	Galvanised socket 80mm	
30	Cistern low level: PVC white: complete SABS Approved	
31	Drain cleaner 1 litre	
32	Toilet seat white H/D DBL Flag: B2 economy SABS approved	
33	Taps: hose brass C/W hose 20mm	
34	Taps: hose brass C/W hose connectors 15mm H/P/S	
35	Flexy connectors 15mm	
36	Coupling comp CL16 HDPE SANS 14236 25mm coupling	
37	Reducing galvanised bush 15mm to 20mm	
38	Cone flush pipe: inside SABS Approved	
39	Cone flush pipe: outside. SABS Approved	
40	"P" trap hose 38 x 40mm SABS Approved	
41	"P" trap hose 32 x 40mm SABS Approved	
42	Pipe HDPE (PE100 PN16 SANS 4427-1996) 100 TX 25mm	
43	Bath Trap	
44	Reducer 40mm to 32mm plasjon	
45	Reduce 75mm to 40mm plasjon	
46	Equal tees 20mm conex: sabs approved COBRA	
47	Equal tees 15mm conex: sabs approved COBRA	

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48	Coupling 20mm PVC	
49	Valve: ball: valve plastic PVC 15mm C/W plastic float	
50	Adaptor plasjon 25mm male & female. SABS Approved	
51	Adapter plasjon 32mm male& female. SABS Approved	
52	Reducer plasjon 75mm to 40mm SABS Approved	
53	Reducer plasjon 40mm to 32mm SABS APPROVED	
54	Foxy fit pan adaptor 110mm white	
55	Coupling comp CL16 HDPE SANS 14236 25MM	
57	Bend equal plasjon 25mmx25mm	
58	Pen sealer	

SECTION B: CARPENTRY MATERIALS**1. DESCRIPTION:**

Quotations are hereby requested for supply of the below mentioned carpentry items:

2. DETAILS:

No	DESCRIPTION	UNIT PRICE
1	20 litre super lay hold	
2	25 litre silver cote	
3	Membrane 200mmx 20m	
4	N.F.X bricks golden wheat	
5	2mm vinyl floor tiles (4,5m ² box)	
6	Vinyl tiles adhesive (1ltr)	
7	Wood glue (1litre)	
8	Fire hose reels complete with 30mm hose	
9	Nozzle, 28mm gate valve & canvas cover	
10	Nutech ceiling board 900mm x3m per sheet	
11	Nutech ceiling board 1.2mmx 3.6m Per sheet	
12	Nutech ceiling board 900mmx3.6m Per sheet	
13	Nutech ceiling boards 1.2mm x3m Per sheet	
14	White bishof strip 4mm x 3,6m	
15	White bishof strip 4mm x 3m	
16	Silicone acrylic white	
17	Rhino corners 75mm x 3m	
18	Rhino corners 75mm x 3.6m	
19	Rhino corners 75mmx 42m	
20	Rhino ceiling 1.2mm x3m	
21	Rhino ceiling 1.2mm x36m	
22	Rhino ceiling 1.2mm x4.8m	
23	Ceiling Nails 32mm	

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24	Clayden nail 32mm	
25	Cement 50kg 42.5 SABS Approved	
26	Paint double velvet/equivalent: antique white 5liter SABS Approved	
27	Paint gloss enamel: white 5litre SABS APPROVED	
28	Paint PVA white interior/ exterior 20litre SABS Approved	
29	Paint universal white for ceiling 5 litre	
30	Double velvet Tawny mink 5liter SABS Approve	
31	Sand paper grit 100 grit 300mmx40mt: black sabs approved	
32	Roller paint brush 100mm lambs wool C/W handle : SABS Approved	
33	Brush paint 75mm: long bristle	
34	Roller tray set	
35	Polyfilla exterior/ exterior 2kg polly cell SABS Approved	
36	Pop rivert 32mm x12mm SABS Approved	
37	Silicone acrylic	
38	Bevelave paving 50x100x200mm	
39	Face brick 70mmx140mmx200mm	
40	Ceramic glazed wall tiles 150mmx150mm	
41	Ceramic glazed wall tiles 200mmx150mm	
42	Tile adhesive 5lt	
43	Taylon for tile adhesive 20kg	
44	Mortice lock 2 lever & 3 lever SABS Approved	
45	Putty: universal 500g SABS Approved	
46	hinges:Butt (pair)plain 100mm: SABS Approved	
47	Rods : welding 2.5mm vitamax:5kg SABS Approved	
48	813x2032 Saligna doors B.B Doors	
49	762x1960 Saligna B.B doors	
45	Tile grouting	

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46	Water proofing index P4 membrane 1m x 10m	
47	Window panes 4mm thick clear glass	
48	4mm thick obscure glass	
49	Angle grinder machine	
50	Wall ceramic glaze 150 x 150	
51	Wall ceramic glaze 200 x 200	

SECTION C: ELECTRICAL MATERIALS**1. DESCRIPTION:**

2. Quotations are hereby requested for the supply of the below mentioned electrical items:

3. DETAILS:

No	DESCRIPTION	UNIT PRICE
1	Energy saver lamps: 20W (100W EQUIV)	
2	Lamp 20W: ES: clear: 230V:energy saver	
3	Flood light: LED:300W:100/277V.50 hz 400/c	
4	Thermostats:TSE Plug on type	
5	Element geyser 3kw: 220V c/w 2 pin plug on	
5	Vacuum breaker	
6	Gasket flange geyser; spiral	
7	Plug: switch: single flush mount: 15A:c/w COV	
8	Plug switch double flush mount	
9	Cable:suffix:Round:score:2.5mmx100MTR	
10	Clips:cable no 12: PVC	
11	Earth leakage:CBI 63A	
12	Blow glass(fibre)+ gallery (porcelain)+ fitting	
13	Lamp: flourscent:58W: 1.5M 5FT: Rapid start	
14	Cooker control unit 15A	
15	Lamp 2D	
16	Fitting 65w fluorescent	
17	Bowl glass gallery fitting	
18	Starters 48w	
19	Ready board	

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

25. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER

Employer (Name, Tel, Fax, Email)		Contact person (Name, Tel, Fax, Email)		Nature of Work	Value of Work (Incl. Vat)	Date Completed
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

26. DECLARATION BY BIDDER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicilium citandi et executandi (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	
Witness 1		Witness 2	

27. SCHEDULE OF OMISSIONS AND VARIATIONS FROM THE SPECIFICATION
(To be completed by the Bidder)

Tenders will be held to be entirely in accordance with the Department's specification except in the respects stated hereunder and goods will be subject to rejection if it is found on delivery that it does not comply with the prescribed specification

If the tender complies with the specification in all respects, the tenderer must state so here:-

SCHEDULE OF DEVIATIONS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

NAME OF PERSON AUTHORISED TO SIGN THIS TENDER (IN FULL):

Signed

Date

Name

Position

Tenderer

28. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

No.	Description	Yes/No			
		Yes		No	
1	MBD 1 Invitation to Bid Is the form duly completed and signed?	Yes		No	
2	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes		No	
3	MBD 4 Declaration of Interest Is the form duly completed and signed?	Yes		No	
4	MBD 6.1 Preference Points Claim Form Is the form duly completed and signed?	Yes		No	
5	Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or affidavit attached?	Yes		No	
6	MBD 8 Declaration of Past Supply Chain Practices Is the form duly completed and signed?	Yes		No	
7	MBD 9 Certificate of Independent Bid Determination Is the form duly completed and signed?	Yes		No	
8	Certificate of Payment of Municipal Accounts Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached?	Yes		No	
9	Experience of Bidder Is the form duly completed with relevant experience detailed and signed?	Yes		No	
10	Central Supplier Database Is proof of registration attached?	Yes		No	

Name of Bidder			
Signature		Name (print)	
Capacity		Date	