Main Street
Creighton, 3263
P.O Box 62
Creighton 3263
Phone: +27 39 833 1038
Fax: +27 39 833 1179
Email: mailbox@ndz.gov.za
www.ndz.gov.za

DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY

ADVERT

SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS

BID NO: PWBS-B017/26/27

Name of bidder	
Telephone/Cellphone No.:	
Fax No:	
Address:	
Tender sum in Rands:	
Tender sum in words:	

TABLE OF CONTENT

1. INVITATION TO TENDER
2. SPECIFICATION
3. PRICING SCHEDULE
4. EVALUATION CRITERIA
5. FORMS TO BE COMPLETED
6. CERTIFICATE OF ATTENDANCE AT BRIEFING MEETING
7. DECLARATION OF INTEREST - MBD 4
8. PREFERENTIAL POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS 2001 - MBD 6.1
9. DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTISES - MBD 8
10. CERTIFICATE OF INDEPENDENT BID DETERMINATION- MBD 9
11. FORM OF OFFER
12. GCC

ADVERT
SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS
BID NO: PWBS-B017/26/27

REQUEST FOR BID:

Dr Nkosazana Dlamini Zuma Municipality is requesting bid from suitably qualified and experienced service providers for supply and delivery of building and electricity material for a period of 36 months.

This bid will be evaluated in terms of the 80/20 Preferential Procurement Point system and the points will be allocated as follows. **80 – Price, 20 –SPECIFIC GOALS.**

Specific Goals:

	POINTS	SUPPORTING DOCUMENTS
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race.

Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women) Gender.
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender.
Company 60% owned by South African with disability	2.5	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	100	

COMPULSORY BRIEFING OR DOCUMENTS AVAILABILITY

1.Bid Documents will be made available as indicated in the above table at Creighton Offices; the cost of bid document will be **R476-00 per document** which is non-**refundable**.

BID NAME	BID NO.	EVALUATION CRITERIA	CIDB GRADING	COMPULSORY BRIEFING	ABILITY AND CAPABILITY CRITERIA TO QUALIFY	PRE-ORDER DOCUMENTS DATE	CLOSING DATE
SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS	**PWBS-B017/26/27**	**COMPULSORY DOCUMENTS AND 80/20 PRICE AND SPECIFIC GOALS**	**N/A**	**11 NOVEMBER 2026 @ 10H00 COMPULSORY BRIEFING**	**N/A**	**FROM 23 OCTOBER 2026 TO 29 OCTOBER 2026 BY 15H00**	**25 NOVEMBER 2026 @ 12H00**

An Electronic copy is available on our website (www.ndz.gov.za) and etender https://www.etenders.gov.za/ for **FREE**. Venue will be at Dr Nkosazana Dlamini Zuma Local Municipality office in Creighton.

N.B All Bidders who require printed documents from the municipality must pre-order them as specified on the table below. (Proof of payment must be emailed to dlaminip@ndz.gov.za before the cut-off-date and time)

Dr Nkosazana Dlamini Zuma Local Municipality Banking details:
Bank name: First National Bank
Account no: 62026224999
Reference no: Please use company name and contract number of the project
Brach code: 250655

NB: All SUPPLIERS are expected to join the meeting by 10:00am, NO SUPPLIER Will be allowed to join the meeting after 10:15am.

N.B: All bidders must have printed copies on the briefing date before the briefing session commence.

2. **DOCUMENTS TO BE SUBMITTED WITH BID:**
   - Valid tax clearance certificate or Tax Compliance Status PIN
   - Submit proof that the bidders and its directors do not owe municipal services.
   - Copy of a certificate of Company Registration with the Registrar of Companies and CC's (CK).
   - Specific Goals supporting documents
   - Certified copies of ID's.
   - Form of offer
   - MDB 1, 4, 6.1, 8 and 9 fully completed
   - Registration with CSD
   - Similar work – Letter of reference

3. **BID ENQUIRIES**

N.B: All enquiries must be in writing and be directed to the following emails:
holiwen@ndz.gov.za – SCM Manager (SCM related enquiries)
dlaminiz@ndz.gov.za – PWBS-Projects (Technical Enquiries)
mngadis@ndz.gov.za - PWBS- Projects (Technical Enquiries)
Dr Nkosazana Dlamini Zuma Municipality Tel No: (039) 833 1038
P O Box 62 Fax No.: (039) 833 1179
Creighton
3263

4. CLOSING DATE

The closing date for the bid is as indicated on the table above. Bids must be enclosed in **SEALED ENVELOPES** and addressed to the Municipal Manager, Dr Nkosazana Dlamini Zuma Municipality with the following information clearly marked on the outside of each envelope.

Bids must be deposited in the Bid box at the offices of Dr Nkosazana Dlamini Zuma Municipality in Creighton before the closing date and time. Late tenders will **NOT** be considered.

NB: The offers must remain valid for 90 days from the closing date for submission of bids.

Dr Nkosazana Dlamini Zuma Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the Bid.

DR. N.C VEZI
MUNICIPAL MANAGER

ENTERED 23 OCT 2026

MBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF MUNICIPALITY/ MUNICIPAL ENTITY*)					
BID NUMBER:	PWBS-B017/26/27	CLOSING DATE:	25 November 2026	CLOSING TIME:	12:00
DESCRIPTION	**SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (*STREET ADDRESS*

Main Street
Creighton
3263

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:	
[redacted]	[redacted]		[redacted]	[redacted]
[redacted]				

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	Yes No	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	PWBS	CONTACT PERSON	Mr SV Mngadi/ Mr Z Dlamini
CONTACT PERSON	Miss N. Holiwe	TELEPHONE NUMBER	(039) 833 1038
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	dlaminiz@ndz.gov.za & mngadis@ndz.gov.za
E-MAIL ADDRESS	holiwen@ndz.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: .....

SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS
SPECIFICATION

The Dr Nkosazana Dlamini-Zuma Municipality hereby requests bids from suitable qualified and experienced service providers for supply and delivery of building and electricity material for a period of 36 months. The successful service provider will be expected to supply and deliver as per the below specification:

ITEM	SPECIFICATION	QUANTITY
01	Single Meranti door 813x2032	1
02	Double door Meranti 1220x2032	1
03	3 Lever union key lock sets	1
04	Aluminium door lock set	1
05	20L Emulsion External PVA Paint (EPL 272)	1
06	20L Emulsion PVA white Paint	1
07	20L Quality Ceiling Paint	1
08	Gypsum Ceiling Board 6.4mmx1.2mx6m	1
09	Timber Cornice 2000x60x60mm	1
10	Timber Cover strip 10mmx44mmx3.6m	1
11	Ceiling nails 32mmx2mmx500g	1
12	PVC gutters 110mmx6m (round shape)	1
13	PVC gutter brackets 15x10x9.5cm (round shape)	1
14	Down pipe 120mmx3m down pipe diameter	1
15	Gutter shoe	1
16	IBR crommodek roof sheet (0.5mmx6m)	1
17	PVC Facia Board length 225x6m	1
18	PVC Badge Board 4000x225mm	1
19	Copper pipes 15mm	1
20	Copper pipes 22mm	1
21	Poly coper 15mmx50m	1
22	Poly coper 22mmx50m	1
23	Unitwist pipe 15mmx50m	1
24	Unitwist pipe 22mmx50m	1
25	Flexy pipes long	1
26	Flexi pipe short	1
27	Sink Mixer 15mm	1
28	Sink Taps 15mm	1
29	White Hand Basins 30"-50" length, 19"-24" width & about 5" depth	1
30	Toilets seats 16-1/2 inches	1
31	Toilets cistern Plastic and Ceramic. Height: 1045, Width: 130, Length:480mm	1
32	Collar 110m PVC	1
33	JollyFlex pan collar short	1

34	JollyFlex pan collar long	1
35	PVC UG Pipes 110mmx6m	1
36	PVC SV Pipes 110mx6m	1
37	Toilet pan sealer	1
38	Plunger 120mm	1
39	Top Flush Mechanism height of cisterns mm:300 to 420. Diameter cover hole (mm): 14 to 46. Mechanism base (inches): 1 1/2	1
40	Epoxy 100ml	1
41	Sink Traps pack 32mm/1-1/4-inch trap wash hand basin. Kitchen sinks and baths use a 40mm/1-1/2-inch trap	1
42	Thread tape pack 48mmx100m- (Box of 36 units)	1
43	Soldering wire 20 gauge	1
44	Flux 200g	1
45	Gas blow torch	1
46	Vice grip plier 25mm	1
47	Ranch spanner 300 mm	1
48	Pipe Cutter 3-30mm	1
49	Sandpapers	1
50	Geyser 150L an operating pressure up to 400KPA and an element rating of 3 kW	1
51	150L Geyser element with flange gasket 3 kW	1
52	200L Geyser Element 3 KW with flange gasket	1
53	100L Geyser Element 3 kW with flange gasket	1
54	Geyser thermostat 100-200 L	1
55	Geyser Drip Tray 100L to 200L	1
55	Geyser gaskets size 158x158x107	1
56	Pressure control valve 400kPA	1
57	Spindles and head parts	1
58	Rubber bung	1
59	PVC tangent glue 300g	1
60	Anchor screws 200mm	1
61	Shifting Spanner 600mm	1
62	Side Cutter 100mm	1
63	Screws concrete 3/4diameter 1-1/4 length	1 pocket
64	Double roman tile roof 420mmx330mm	1
65	Quality Roof Paint 20L (dark green)	1
66	Waterproof membrane 200mmx5m	1
67	Acrylic waterproofing system 5l	1
68	Hinges 52mm	1
69	Brass Pad locks 60mm	1
70	Indicator locks 18-40mm	1
71	Rawl bolt M1O	1
72	Rawl bolt M12	1
73	Hilti nails 6x60mm	1

74	Hilti nails 8x80mm	1
75	Gloss Paint white paint 5l	1
76	Vanish Paint mahogany 5l	1
77	Paint blush paint set	1
78	Wood filler 65x62x62mm 200g	1
79	Meranti single Door frame 813x2032	1
80	Heavy Duty Burglar gate	1
81	Drill Bits sets size 05 and 6 for concrete and steel	1
82	HDP pipe size 20 diameters	1
83	HDP pipe size 25 diameters	1
84	HDP 25mm TEE	1
85	HDP 25mm straight coupling	1
86	Glass cutter	1
87	5 Step ladder single sided	1
88	Aluminium glasses	1
89	Window glasses 3mm clear glass 1830x1220mm	1
90	Lacquer Thinners 5L	1
91	HDP 25mm 90 bend	1
92	Brass ball valve arm 6mm	1
93	Pan Seal(wax)	1
94	Hinge butt 25mm	1
95	Hinge Flush 100mm	1
96	HDP 20mm TEE	1
97	HDP 20mm 90 bend	1
98	HDP 20mm straight coupling	1
99	HDP 32mm TEE	1
100	HDP 32mm straight coupling	1
101	HDP 32mm 90 bend	1
102	45 UG, Y-JUNCTIONS 110mm	1
103	45 UG BEND 110mm	1
104	Soft soap pipe jointing lubrication 1kg	1
105	HDP Pipe size 32mmx50m	1
106	Rodding eye 110mm	1
107	Waste pipe 50mm	1
108	50mm female adapter	1
109	50mm straight coupler	1
110	50mm 90 bend	1
111	50mm 45 bend	1
112	50mm Tee piece	1
113	50mm Y-Junction	1
114	Cabin hook 100mm	1
115	Cabin hook 150mm	1
116	Silicone White	1
117	Silicone clear	1

118	Galvanised Bush(20mmx15mm)	1
119	Galvanised Bush (25mmx15mm)	1
200	Ball-o-stop 15mm	1
201	Ball-o-stop 22mm	1
202	Angle valves 15mm	1
203	Galvanised elbow 20mm	1
204	Garden taps brass 15mm	1
205	Garden tap brass 22mm	1
206	Unitwist plastic garden tap 15mm	1
207	Unitwist plastic garden tap 22mm	1
208	Unitwist standpipe 15mm	1
209	Unitwist standpipe 22mm	1
210	Galvanised standpipe 15mm	1
211	Galvanised standpipe 22mm	1
212	Unitwist 15mm TEE	1
213	Unitwist 15mm 90 bend	1
214	Unitwist 15mm straight coupler	1
215	Unitwist 15mm straight female	1
216	Unitwist 15mm male	1
217	Unitwist 15mm valve	1
218	Unitwist 22mm Tee	1
219	Unitwist 22mm 90 bend	1
220	Unitwist 22mm straight coupler	1
221	Unitwist 22mm straight female	1
222	Unitwist 22mm male	1
223	Unitwist 22mm valve	1
224	Brass 22mm stopcock	1
225	Brass 15mm stopcock	1
226	Swivel mixer tap	1
227	Wall plate 22mm	1
228	Wall plates 15mm	1
229	Urinal flush valve	1
230	Ravert nails	1
241	Flush mounted cistern shutoff valve3/8 inch brass compatible with giberit	1
142	Giberit fill valve	1
243	Toilet Bottom inlet	1
244	Mechanism set toilet (wirquin, dual flush)	1
245	Mechanism set wirquin ,top flush	1
246	Conex 22mm straight male	1
247	Conex 22mm 90 bend female	1
248	Conex 22mm 90 bend	1
249	Conex 22mm Tee piece	1
250	Conex 22mm straight female	1

251	Conex 22mm straight coupling	1
252	Mechanism toilet set (Geberit)	1
253	Conex 15mm straight female	1
254	Conex 15mm straight coupling	1
255	Conex 15mm Tee piece	1
256	Conex 15mm 90 bend	1
257	Conex 15mm 90 bend female	1
258	Conex 15mm straight male	1
259	15mm Shower head part	1
260	Wall mounted mixer,double handle	1
261	Shelf steel bracket	1
262	Door handle round	1
263	Q20 300g	1
264	Glue for wall 125ml	1
265	Shower stopcocks 15mm	1
266	Security door lock	1
267	HDP male adaptor	1
268	HDP pipe 40mmx50m	1
269	HDP 40mm TEE	1
270	HDP 40mm 90 bend	1
271	HDP 40mm straight coupler	1
272	Poly reducing nipple 20mmx15mm	1
273	Poly reducing nipple 25mmx20mm	1
274	Poly reducing nipple 32mmx25mm	1
275	Poly reducing nipple 25mmx15mm	1
276	Bolt fastener (door lock) 4 inch	1
276	Diamond Disk	1
278	Umngeni sand	$1m^3$
279	19mm stone	$1m^3$
280	Building sand	$1m^3$
290	Plaster sand	$1m^3$
291	M200 blocks	1
292	M90 blocks	1
293	Red waves face brick	1
293	Sun rises face brick	1
294	Cheetah Face brick	1
295	Clay bricks	1
296	Face brick cameo rose	1
297	Blue Barley Dark face brick	1
298	Concrete hardness tester	1
299	Wall scanner GMS120-27	1
300	4X4 PVC single socket plug	1
301	4x4 PVC double socket plug	1
302	Earth leakage 60A	1

303	Earth leakage 80A	1
304	100A Circuit breaker	1
305	10A circuit breaker	1
306	20A Circuit breaker	1
307	30A Circuit breaker	1
308	60A circuit breaker	1
309	T8 LED light tubes single ended(5ft) • 6500k colour temperature, • 20 to 22w power, • 5ft length, • Lumens: between 1500 lm and 2000lm • Frosted lens. • CRI >/= 80	1
310	T8 LED light tubes single ended(4ft) • 6000k colour temperature. • 18W power, • 4ft length, • Lumens: between 1500 lm and 1800 lm • Frosted lens • CRI >= 80	1
311	T5 LED light tube (4ft) single ended • 6000k colour temperature. • 26 or 27W power, • 4ft length, • Lumens: >=4000 lm • Frosted lens • CRI >= 80	1
312	T8 LED light tube (2ft) single ended • 6500K colour temperature, • 9W power, • 2ft length • Lumens: between 900 lm and 1500 lm. • Frosted lens • CRI>= 80	1
313	T5 LED light tube (8ft) single ended • 6000k colour temperature. • 26 or 27W power, • 8ft length, • Lumens: >=4000 lm • Frosted lens • CRI >= 80	1
314	LED Panel light 1200x600mm	1
315	LED light bulb B22 6000k colour temperature. CRI>= 80 Lumen output >= 1000 lm	1

316	LED light bulb E27 6000k colour temperature. CRI>= 80 Lumen output >= 1000 lm	1
317	Cable ties 150 x 3.6mm 100 pack	1
318	PVC trunking 16mmx16mm x 2m	1
319	Mansory drill bit 6mm	1
320	Mansory drill bit 8 mm	1
321	4x4 switch single PVC	1
322	4X4 switch double PVC	1
323	PVC insulation tape 20mmx18mm	1
324	Ferrules 16mm	1
325	Connector blocks 6mm	1
326	2.5mm wire cable	1 m
327	LED day light switch	1
328	Earth bar 7x9mm 14 way 110mm	1
329	Neutral bar 7x9mm 14 way 110mm	1
330	Screw it connectors large x 50	1
331	Screw it connectors small x 50	1
332	PVC Conduit pipe 20mm x 3m	1
333	PVC Conduit pipe 25mm x 3m	1
334	PVC floor trunking with aluminium alloy cover 50mmx9.8mm	1
335	Chipboard screws 8x30mm	1
336	Nylon nail in anchor 6x42mm	1
337	Flat washers 5x25x1,5mm	1
338	3A 12-way connector strip	1
339	16A 12-way connector strip	1
340	Brad point wood drill bit 10 mm	1
341	2 USB 4X4 PVC Socket switch 100x100mm	1
342	4x4 Steel double socket	1
343	4x4 Steel single lever switch 100x50x50mm	1
344	4x4 Steel double lever switch 100x50x5mm	1
345	Non shunted LED tombstones /sockets for T8 lamps (turn type)	1
345	Double LED fluorescent tube light fitting (open channel)	1
346	LED Flood light IP66 6000K – 100W	1
347	LED Flood light IP66 6000K – 200W	1
348	LED Flood light IP66 6000K – 50W	1
349	LED Flood light IP66 6000K – 400W	1
350	B22 Energy server G1 20W cool white 1155lm 6000 hours	1
351	E27 Energy server G1 20W cool white 1155lm 6000 hours	1
352	2D ,16W, 2PIN CFL day light	1
353	4x4 plug extension box 100x100x5mm	1
354	4x2 steel extension box 100x50x5mm	1

355	Flat Suffix copper cable 2.5 mm x2 core +earth	1 m
356	Flat suffix copper cable 1.5mm x2 core+ earth	1 m
357	Solid insulated copper wire 4mm	1 m
358	Solid insulated copper wire 0.75 mm	1 m
359	2x16A Extension reel(steel)	1
360	Earth leakage 15A	1
361	Earth leakage 30A	1
362	Earth leakage 40A	1
363	Circuit breaker 15A	1
364	Electrical Toolkit 21 piece / 200mm adjustable spanner,180mm pliers,160mm long nose wire,160mm wire striper, Digital clamp multimeter DC/AC 4000, socket earth leakage tester, Allen keys 1.5-8mm, 0.5-10mm indent crimper, cable share, 7 piece 1000V insulated screwdrivers incl neon tester, Universal panel key, 5mm magnetic tip tape measure, 8/10mm tube spanner, plier wire strip, tool bag 38cm(H) x 24cm(W)	1
365	Cordless Power Tool Combo Kit, Drill and Impact Wrench Set, with 2 Batteries, Charger and Carry Case	1
366	Impact socket set Socket Set –Sizes 10–24mm	1
367	Impact Driver Sockets Adapter Extension Set	1
368	Drill Bit Set of 100 accessories, such as metal drill bits, masonry drill bits, a hole saw bit, and various other bits. As such, you can tackle different jobs with one set. This set is suitable for a drill with a quick-release drill head. The brand in which professionals trust. Precision ground spiral groove for maximum drilling progress and tool life as well as excellent concentricity. Made of high-speed steel (HSS) according to DIN 338 Right-hand cutting spiral groove type N, 118 ° point angle, Tapered section. Surface bare metallic, dry. Applicable for Metal, Wood and Plastic.	1
369	10 piece Square Drive Impact Socket Set Socket Set, Hexagon sizes: 6, 7, 8, 10, 12, 14, 15, 17, 18 and 19mm. Manufactured from high-quality chrome molybdenum steel.	1
400	Down lights: 20W LEDs daylight: 6000K–6500K	1
401	Ballast: Magnetic ballast rated precisely for a 26W CFL (or a dual 18W/26W ballast) at 220-240V, 50Hz.	1
402	Day/night switch 220V - 240V AC supply	1
403	M.PL 9W cool white G37	1
404	Osram 26w/840 limulus cool white (G24d-3)	1
405	Draw wire and fish tape 7,6m flat steel	1
406	Conduit bender	1
406	Tape measure 15m	1
407	Measuring wheel heavy duty highest quality and precision	1

408	Circular saw 235mm2050w GKS235turbo	1
409	1x30m 16A extension cord on open metal reel	1
410	1x50m 2plug extension reel cord	1
411	Angle grinder 115mm	1
412	Heavy duty PVC garden horse pipe12mmx20m	1
413	Heavy duty long handled garden spades	1
414	GSB 600 Percussion drill driver	1
415	Heavy duty concrete wheelbarrow	1
416	Rotary hammer drill 1250w	1
417	Heavy duty pick with handle	1
418	Heavy duty garden hoe with handle	1
419	Bowsaw & blade	1
420	Hand grass slasher	1
421	Orange soft PVC traffic cone with reflector tape	1
422	Heavy duty refuse bin and lid 90litre	1
423	Swimming pool tool skimmer cleaning next	1

MR. SV MNGADI
SENIOR MANAGER: PWBS

DR. N.C VEZI
MUNICIPAL MANAGER

CERTIFICATE OF ACKNOWLEDGEMENT

This is to certify that I _____

Representing_____

In the company of a representative of Dr Nkosazana Dlamini Zuma Municipality I carefully examined the document and have made myself familiar with all the requirements.
I further certify that I am satisfied with all the description for appointment of service providers for supply and delivery of building and electricity material for a period of 36 months to Dr. Nkosazana Dlamini-Zuma Municipality by the said representative.

_____

BIDDERS SIGNATURE

_____

REPRESENTATIVE OF THE MUNICIPALITY

OFFICIAL DR NKOSAZANA DLAMINI ZUMA MUNICIPALITY STAMP

FORM A: RELEVANT EXPERIENCE

The Bidder shall enter in the spaces provided below a list of relevant experience with similar projects.

NB: Failure to provide the necessary information will compromise the proposal.

Employer (Name, Tel. No. or Fax No.)	Details of Project	Value of Work (fees)	Year
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			
Client:…… Person:…… Tel.:…… Fax:……			

REQUEST FOR BIDS: SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS

EVALUATION CRETERIA

Price and Preference	
• **Price**	**80 points**
• **Specific Goals**	**20 points**
Total	**100 points**

SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS

The bidder shall attach to this page the following:

COMPULSORY DOCUMENTS	TICK
a) Proof of registration with CSD- starting with (MAAA)	
b) Joint Venture Agreement (if necessary) N.B Service provider to attach CIPC and CSD document the following MBD forms are compulsory and must be fully completed MBD1,4,8 and 9	
c) Form of offer fully completed	
d) MBD 1,4,8 and 9 must be fully completed	
e) Briefing register must be signed by service provider	
f) Signed certificate of acknowledgement (NDZ stamped and signed by both service provider and municipal official)	
g) Similar work – Letter of reference	
h) Submit proof that the bidder (Company) and its (directors) do not owe municipal services. -Attach updated municipal rates, water or electricity statement not in arrears for more than 90 days Or - Attach a valid lease agreement if the director is leasing offices and residential Property with a confirmation letter from the landlord confirming that the municipal rates and services are in order. Or Attach exemption letter from the relevant municipality Or - Attach affidavit if the Municipal Account is under your parents or siblings and they are responsible for paying municipal rates (if the address is the same as yours) and attach the copy of the Municipal rates and services for the above mentioned. Or Attach copy of a marriage certificate or affidavit and municipal account statement for rates and services, if Municipal account is under your spouse.	

NB: Failure to submit the above documents will render your quotation to be disqualified

DOCUMENTS TO BE SUBMITED	TICK
i) Copies of CK Documents / Sole proprietary	
j) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
k) Certified copies of Identification documents of all members/directors of the entity	
l) N.B: Digital Forms are obtained from our website: www.ndz.gov.za under SCM section must be fully completed.	
m) MBD 6.1 must be fully completed	

n) Specific Goals supporting documents:

Company operating within the Jurisdiction Dr NDZ LM	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	Summary of CSD reflecting Race.
Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender.
Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender.
Company 60% owned by South African with disability	2.Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate.

INDIVIDUAL SHAREHOLDERS TAX NUMBERS

NAME OF SHAREHOLDER	TAX NUMBER

SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS

MBD 3 - PRICING SCHEDULE

ITEM	SPECIFICATION	QUANTITY	RATE	TOTAL
01	Single Meranti door 813x2032	1		
02	Double door Meranti 1220x2032	1		
03	3 Lever union key lock sets	1		
04	Aluminium door lock set	1		
05	20L Emulsion External PVA Paint (EPL 272)	1		
06	20L Emulsion PVA white Paint	1		
07	20L Quality Ceiling Paint	1		
08	Gypsum Ceiling Board 6.4mmx1.2mx6m	1		
09	Timber Cornice 2000x60x60mm	1		
10	Timber Cover strip 10mmx44mmx3.6m	1		
11	Ceiling nails 32mmx2mmx500g	1		
12	PVC gutters 110mmx6m (round shape)	1		
13	PVC gutter brackets 15x10x9.5cm (round shape)	1		
14	Down pipe 120mmx3m down pipe diameter	1		
15	Gutter shoe	1		
16	IBR crommodek roof sheet (0.5mmx6m)	1		
17	PVC Facia Board length 225x6m	1		
18	PVC Badge Board 4000x225mm	1		
19	Copper pipes 15mm	1		
20	Copper pipes 22mm	1		
21	Poly coper 15mmx50m	1		
22	Poly coper 22mmx50m	1		
23	Unitwist pipe 15mmx50m	1		
24	Unitwist pipe 22mmx50m	1		
25	Flexy pipes long	1		
26	Flexi pipe short	1		
27	Sink Mixer 15mm	1		
28	Sink Taps 15mm	1		
29	White Hand Basins 30"-50" length, 19"-24" width & about 5" depth	1		
30	Toilets seats 16-1/2 inches	1		
31	Toilets cistern Plastic and Ceramic. Height: 1045, Width: 130, Length:480mm	1		
32	Collar 110m PVC	1		
33	JollyFlex pan collar short	1		

34	JollyFlex pan collar long	1		
35	PVC UG Pipes 110mmx6m	1		
36	PVC SV Pipes 110mx6m	1		
37	Toilet pan sealer	1		
38	Plunger 120mm	1		
39	Top Flush Mechanism height of cisterns mm:300 to 420. Diameter cover hole (mm): 14 to 46. Mechanism base (inches): 1 1/2	1		
40	Epoxy 100ml	1		
41	Sink Traps pack 32mm/1-1/4-inch trap wash hand basin. Kitchen sinks and baths use a 40mm/1-1/2-inch trap	1		
42	Thread tape pack 48mmx100m- (Box of 36 units)	1		
43	Soldering wire 20 gauge	1		
44	Flux 200g	1		
45	Gas blow torch	1		
46	Vice grip plier 25mm	1		
47	Ranch spanner 300 mm	1		
48	Pipe Cutter 3-30mm	1		
49	Sandpapers	1		
50	Geyser 150L an operating pressure up to 400KPA and an element rating of 3 kW	1		
51	150L Geyser element with flange gasket 3 kW	1		
52	200L Geyser Element 3 KW with flange gasket	1		
53	100L Geyser Element 3 kW with flange gasket	1		
54	Geyser thermostat 100-200 L	1		
55	Geyser Drip Tray 100L to 200L	1		
55	Geyser gaskets size 158x158x107	1		
56	Pressure control valve 400kPA	1		
57	Spindles and head parts	1		
58	Rubber bung	1		
59	PVC tangent glue 300g	1		
60	Anchor screws 200mm	1		
61	Shifting Spanner 600mm	1		
62	Side Cutter 100mm	1		
63	Screws concrete 3/4diameter 1-1/4 length	1 pocket		
64	Double roman tile roof 420mmx330mm	1		
65	Quality Roof Paint 20L (dark green)	1		
66	Waterproof membrane 200mmx5m	1		
67	Acrylic waterproofing system 5l	1		

68	Hinges 52mm	1		
69	Brass Pad locks 60mm	1		
70	Indicator locks 18-40mm	1		
71	Rawl bolt M1O	1		
72	Rawl bolt M12	1		
73	Hilti nails 6x60mm	1		
74	Hilti nails 8x80mm	1		
75	Gloss Paint white paint 5l	1		
76	Vanish Paint mahogany 5l	1		
77	Paint blush paint set	1		
78	Wood filler 65x62x62mm 200g	1		
79	Meranti single Door frame 813x2032	1		
80	Heavy Duty Burglar gate	1		
81	Drill Bits sets size 05 and 6 for concrete and steel	1		
82	HDP pipe size 20 diameters	1		
83	HDP pipe size 25 diameters	1		
84	HDP 25mm TEE	1		
85	HDP 25mm straight coupling	1		
86	Glass cutter	1		
87	5 Step ladder single sided	1		
88	Aluminium glasses	1		
89	Window glasses 3mm clear glass 1830x1220mm	1		
90	Lacquer Thinners 5L	1		
91	HDP 25mm 90 bend	1		
92	Brass ball valve arm 6mm	1		
93	Pan Seal(wax)	1		
94	Hinge butt 25mm	1		
95	Hinge Flush 100mm	1		
96	HDP 20mm TEE	1		
97	HDP 20mm 90 bend	1		
98	HDP 20mm straight coupling	1		
99	HDP 32mm TEE	1		
100	HDP 32mm straight coupling	1		
101	HDP 32mm 90 bend	1		
102	45 UG, Y-JUNCTIONS 110mm	1		
103	45 UG BEND 110mm	1		
104	Soft soap pipe jointing lubrication 1kg	1		
105	HDP Pipe size 32mmx50m	1		
106	Rodding eye 110mm	1		
107	Waste pipe 50mm	1		
108	50mm female adapter	1		
109	50mm straight coupler	1		
110	50mm 90 bend	1		

111	50mm 45 bend	1		
112	50mm Tee piece	1		
113	50mm Y-Junction	1		
114	Cabin hook 100mm	1		
115	Cabin hook 150mm	1		
116	Silicone White	1		
117	Silicone clear	1		
118	Galvanised Bush(20mmx15mm)	1		
119	Galvanised Bush (25mmx15mm)	1		
200	Ball-o-stop 15mm	1		
201	Ball-o-stop 22mm	1		
202	Angle valves 15mm	1		
203	Galvanised elbow 20mm	1		
204	Garden taps brass 15mm	1		
205	Garden tap brass 22mm	1		
206	Unitwist plastic garden tap 15mm	1		
207	Unitwist plastic garden tap 22mm	1		
208	Unitwist standpipe 15mm	1		
209	Unitwist standpipe 22mm	1		
210	Galvanised standpipe 15mm	1		
211	Galvanised standpipe 22mm	1		
212	Unitwist 15mm TEE	1		
213	Unitwist 15mm 90 bend	1		
214	Unitwist 15mm straight coupler	1		
215	Unitwist 15mm straight female	1		
216	Unitwist 15mm male	1		
217	Unitwist 15mm valve	1		
218	Unitwist 22mm Tee	1		
219	Unitwist 22mm 90 bend	1		
220	Unitwist 22mm straight coupler	1		
221	Unitwist 22mm straight female	1		
222	Unitwist 22mm male	1		
223	Unitwist 22mm valve	1		
224	Brass 22mm stopcock	1		
225	Brass 15mm stopcock	1		
226	Swivel mixer tap	1		
227	Wall plate 22mm	1		
228	Wall plates 15mm	1		
229	Urinal flush valve	1		
230	Ravert nails	1		
241	Flush mounted cistern shutoff valve3/8 inch brass compatible with giberit	1		
142	Giberit fill valve	1		
243	Toilet Bottom inlet	1		

244	Mechanism set toilet (wirquin, dual flush)	1		
245	Mechanism set wirquin ,top flush	1		
246	Conex 22mm straight male	1		
247	Conex 22mm 90 bend female	1		
248	Conex 22mm 90 bend	1		
249	Conex 22mm Tee piece	1		
250	Conex 22mm straight female	1		
251	Conex 22mm straight coupling	1		
252	Mechanism toilet set (Geberit)	1		
253	Conex 15mm straight female	1		
254	Conex 15mm straight coupling	1		
255	Conex 15mm Tee piece	1		
256	Conex 15mm 90 bend	1		
257	Conex 15mm 90 bend female	1		
258	Conex 15mm straight male	1		
259	15mm Shower head part	1		
260	Wall mounted mixer,double handle	1		
261	Shelf steel bracket	1		
262	Door handle round	1		
263	Q20 300g	1		
264	Glue for wall 125ml	1		
265	Shower stopcocks 15mm	1		
266	Security door lock	1		
267	HDP male adaptor	1		
268	HDP pipe 40mmx50m	1		
269	HDP 40mm TEE	1		
270	HDP 40mm 90 bend	1		
271	HDP 40mm straight coupler	1		
272	Poly reducing nipple 20mmx15mm	1		
273	Poly reducing nipple 25mmx20mm	1		
274	Poly reducing nipple 32mmx25mm	1		
275	Poly reducing nipple 25mmx15mm	1		
276	Bolt fastener (door lock) 4 inch	1		
276	Diamond Disk	1		
278	Umngeni sand	$1m^3$		
279	19mm stone	$1m^3$		
280	Building sand	$1m^3$		
290	Plaster sand	$1m^3$		
291	M200 blocks	1		
292	M90 blocks	1		
293	Red waves face brick	1		
293	Sun rises face brick	1		
294	Cheetah Face brick	1		
295	Clay bricks	1		

296	Face brick cameo rose	1		
297	Blue Barley Dark face brick	1		
298	Concrete hardness tester	1		
299	Wall scanner GMS120-27	1		
300	4X4 PVC single socket plug	1		
301	4x4 PVC double socket plug	1		
302	Earth leakage 60A	1		
303	Earth leakage 80A	1		
304	100A Circuit breaker	1		
305	10A circuit breaker	1		
306	20A Circuit breaker	1		
307	30A Circuit breaker	1		
308	60A circuit breaker	1		
309	T8 LED light tubes single ended(5ft) • 6500k colour temperature, • 20 to 22w power, • 5ft length, • Lumens: between 1500 lm and 2000lm • Frosted lens. • CRI >/= 80	1		
310	T8 LED light tubes single ended(4ft) • 6000k colour temperature. • 18W power, • 4ft length, • Lumens: between 1500 lm and 1800 lm • Frosted lens • CRI >= 80	1		
311	T5 LED light tube (4ft) single ended • 6000k colour temperature. • 26 or 27W power, • 4ft length, • Lumens: >=4000 lm • Frosted lens • CRI >= 80	1		
312	T8 LED light tube (2ft) single ended • 6500K colour temperature, • 9W power, • 2ft length • Lumens: between 900 lm and 1500 lm. • Frosted lens • CRI>= 80	1		
313	T5 LED light tube (8ft) single ended	1		

	• 6000k colour temperature. • 26 or 27W power, • 8ft length, • Lumens: >=4000 lm • Frosted lens • CRI >= 80			
314	LED Panel light 1200x600mm	1		
315	LED light bulb B22 6000k colour temperature. CRI>= 80 Lumen output >= 1000 lm	1		
316	LED light bulb E27 6000k colour temperature. CRI>= 80 Lumen output >= 1000 lm	1		
317	Cable ties 150 x 3.6mm 100 pack	1		
318	PVC trunking 16mmx16mm x 2m	1		
319	Mansory drill bit 6mm	1		
320	Mansory drill bit 8 mm	1		
321	4x4 switch single PVC	1		
322	4X4 switch double PVC	1		
323	PVC insulation tape 20mmx18mm	1		
324	Ferrules 16mm	1		
325	Connector blocks 6mm	1		
326	2.5mm wire cable	1 m		
327	LED day light switch	1		
328	Earth bar 7x9mm 14 way 110mm	1		
329	Neutral bar 7x9mm 14 way 110mm	1		
330	Screw it connectors large x 50	1		
331	Screw it connectors small x 50	1		
332	PVC Conduit pipe 20mm x 3m	1		
333	PVC Conduit pipe 25mm x 3m	1		
334	PVC floor trunking with aluminium alloy cover 50mmx9.8mm	1		
335	Chipboard screws 8x30mm	1		
336	Nylon nail in anchor 6x42mm	1		
337	Flat washers 5x25x1,5mm	1		
338	3A 12-way connector strip	1		
339	16A 12-way connector strip	1		
340	Brad point wood drill bit 10 mm	1		
341	2 USB 4X4 PVC Socket switch 100x100mm	1		
342	4x4 Steel double socket	1		
343	4x4 Steel single lever switch	1		

	100x50x50mm			
344	4x4 Steel double lever switch 100x50x5mm	1		
345	Non shunted LED tombstones /sockets for T8 lamps (turn type)	1		
345	Double LED fluorescent tube light fitting (open channel)	1		
346	LED Flood light IP66 6000K – 100W	1		
347	LED Flood light IP66 6000K – 200W	1		
348	LED Flood light IP66 6000K – 50W	1		
349	LED Flood light IP66 6000K – 400W	1		
350	B22 Energy server G1 20W cool white 1155lm 6000 hours	1		
351	E27 Energy server G1 20W cool white 1155lm 6000 hours	1		
352	2D ,16W, 2PIN CFL day light	1		
353	4x4 plug extension box 100x100x5mm	1		
354	4x2 steel extension box 100x50x5mm	1		
355	Flat Suffix copper cable 2.5 mm x2 core +earth	1 m		
356	Flat suffix copper cable 1.5mm x2 core+ earth	1 m		
357	Solid insulated copper wire 4mm	1 m		
358	Solid insulated copper wire 0.75 mm	1 m		
359	2x16A Extension reel(steel)	1		
360	Earth leakage 15A	1		
361	Earth leakage 30A	1		
362	Earth leakage 40A	1		
363	Circuit breaker 15A	1		
364	Electrical Toolkit 21 piece / 200mm adjustable spanner,180mm pliers,160mm long nose wire,160mm wire striper, Digital clamp multimeter DC/AC 4000, socket earth leakage tester, Allen keys 1.5-8mm, 0.5-10mm indent crimper, cable share, 7 piece 1000V insulated screwdrivers incl neon tester, Universal panel key, 5mm magnetic tip tape measure, 8/10mm tube spanner, plier wire strip, tool bag 38cm(H) x 24cm(W)	1		
365	Cordless Power Tool Combo Kit, Drill and Impact Wrench Set, with 2 Batteries, Charger and Carry Case	1		
366	Impact socket set Socket Set –Sizes 10–24mm	1		

367	Impact Driver Sockets Adapter Extension Set	1		
368	Drill Bit Set of 100 accessories, such as metal drill bits, masonry drill bits, a hole saw bit, and various other bits. As such, you can tackle different jobs with one set. This set is suitable for a drill with a quick-release drill head. The brand in which professionals trust. Precision ground spiral groove for maximum drilling progress and tool life as well as excellent concentricity. Made of high-speed steel (HSS) according to DIN 338 Right-hand cutting spiral groove type N, 118 ° point angle, Tapered section. Surface bare metallic, dry. Applicable for Metal, Wood and Plastic.	1		
369	10 piece Square Drive Impact Socket Set Socket Set, Hexagon sizes: 6, 7, 8, 10, 12, 14, 15, 17, 18 and 19mm. Manufactured from high-quality chrome molybdenum steel.	1		
400	Down lights: 20W LEDs daylight: 6000K–6500K	1		
401	Ballast: Magnetic ballast rated precisely for a 26W CFL (or a dual 18W/26W ballast) at 220-240V, 50Hz.	1		
402	Day/night switch 220V - 240V AC supply	1		
403	M.PL 9W cool white G37	1		
404	Osram 26w/840 limulus cool white (G24d-3)	1		
405	Draw wire and fish tape 7,6m flat steel	1		
406	Conduit bender	1		
406	Tape measure 15m	1		
407	Measuring wheel heavy duty highest quality and precision	1		
408	Circular saw 235mm2050w GKS235turbo	1		
409	1x30m 16A extension cord on open metal reel	1		
410	1x50m 2plug extension reel cord	1		
411	Angle grinder 115mm	1		
412	Heavy duty PVC garden horse pipe12mmx20m	1		
413	Heavy duty long handled garden spades	1		
414	GSB 600 Percussion drill driver	1		

415	Heavy duty concrete wheelbarrow	1		
416	Rotary hammer drill 1250w	1		
417	Heavy duty pick with handle	1		
418	Heavy duty garden hoe with handle	1		
419	Bowsaw & blade	1		
420	Hand grass slasher	1		
421	Orange soft PVC traffic cone with reflector tape	1		
422	Heavy duty refuse bin and lid 90litre	1		
423	Swimming pool tool skimmer cleaning next	1		
	Sub Total			
	Vat @15%			
	Total			

NB: Please indicate below percentage increase for upcoming 2 years and it must not exceed CPI.

	Year 2	Year 3
Percentage (%)		

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

   3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

   3.1 Full Name of bidder or his or her representative.....

   3.2 Identity Number: .....

   3.3 Position occupied in the Company (director, trustee, shareholder[2]):.....

   3.4 Company Registration Number: .....

   3.5 Tax Reference Number.....

   3.6 VAT Registration Number: .....

   3.7 The names of all directors / trustees / shareholders' members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

   3.8Are you presently in the service of the state?..... **YES / NO**

   3.8.1Ifyes, furnish particulars.....

   .....

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?.....**YES / NO**

3.10.1If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

3.11.1If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

....

Signature **Date**

....

Capacity **Name of Bidder**

MBD 6.1

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

b) the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	Supporting documents
PRICE	80	
SPECIFIC GOALS	(20)	
Company operating within the Jurisdiction Dr NDZ LM	10	CIPC Document reflecting NDZ company physical Address
Company operating within the jurisdiction of Harry Gwala District Municipality	5	CIPC Document reflecting Harry Gwala District Municipality company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting KwaZulu-Natal Province company physical Address
Company operating outside of KwaZulu Natal Province	0	CIPC Document reflecting outside of KwaZulu Natal Province company physical Address
Company 100% owned by black South African	2.5	Summary of CSD reflecting Race
Company 60% owned by black South African women	2.5	Summary of CSD reflecting 60% company owned by black (Women) Gender
Company 100% owned by black South African youth	2.5	Summary of CSD reflecting 100% company owned by black (youth
Company 60% owned by South African with disability	2.5	Summary of CSD reflecting 60% owned by a black South African with (Disability), a proof of medical certificate
Total points for Price and SPECIFIC GOALS	100	

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Company operating within the Jurisdiction Dr NDZ LM	10	
Company operating within the jurisdiction of Harry Gwala District Municipality	5	
Company operating within the jurisdiction of KwaZulu-Natal Province	2	
Company operating outside of KwaZulu Natal Province	0	
Company 100% owned by black South African	2.5	
Company 60% owned by black South African women	2.5	
Company 100% owned by black South African youth	2.5	
Company 60% owned by South African with disability	2.5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety

Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....
.....
.....
.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all quotations invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	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? (**Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

MBD 9

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. How-ever communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation);

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....	.....
Signature	Position
. .....	.....
Name of bidder	Date

AGREEMENTS AND CONTRACT DATA

Form of Offer and Acceptance

A: Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of:

BID NO: PWBS-B017/26/27 SUPPLY AND DELIVERY OF BUILDING AND ELECTRICITY MATERIAL FOR A PERIOD OF 36 MONTHS

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

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

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

.....

.....

.....Rand (in words);

R..... (in figures),

This offer may be accepted by the employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature: .....

Name: *(in capitals)* .....

Capacity of Signatory:.....

Name of Tenderer *(organisation):* .....

Address: .....

.....

Tel:..... Fax: ....

Witness:

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

Date: .....

Failure to complete and sign this form will invalid your bid

B: Acceptance

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

The terms of the contract, are contained in

- Pricing data

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature: .....

Name: *(in capitals)*..... __

Capacity: .....

Name of Employer *(organization):* .....

Address: .....

.....

.....

Witness:

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

Date: .....

CONDITIONS OF CONTRACT

Contract No. _____

Name of Contract:_____

_____

entered into between

Name of Institution

_____

herein represented by _____

in his/her capacity as _____

and

Name of Vendor

_____

Registration Number

_____

herein represented by_____

in his/her capacity as _____

and duly authorized by resolution dated_____

a copy of which is annexed hereto marked _____

TABLE OF CONTENTS

Section A 52
General Conditions of Contract 52
1. Definitions 52
2. Application 54
3. General 55
4. Standards 55
5. Use of Contract Document and Information; Inspection 55
6. Patent Rights 56
7. Performance Security 56
8. Inspection, Tests and Analysis 56
9. Packaging 58
10. Delivery and Documents 58
11. Insurance 58
12. Transportation 58
13. Incidental Services 59
14. Spare Parts 59
15. Warranty 60
16. Payment 60
17. Prices 61
18. Contract Amendments 61
19. Assignment 61
20. Subcontractors 61
21. Delay in Vendor's Performance 61
22. Penalties 62
23. Termination for Default 62
24. Anti-Dumping and Countervailing Duties and Rights 64
25. Force Majeure 64
26. Termination on Insolvency 65
27. Settlement of Disputes 65
28. Limitation of Liability 65
29. Governing Language 66
30. Applicable Law 66
31. Notices 66
32. Taxes and Duties 66
33. National Industrial Participation Programme 66
34. Prohibition of Restrictive Practices 67

Section A

General Conditions of Contract

1. Definitions

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 quotations.

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 with the conditions of the contract or order.

1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10 **"Delivery into consignee's store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad markets 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 Vendor's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **"GCC"** means the General Conditions of Contract.

1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the Vendor 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 supplies covered by the bid will be manufactured.

1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **"Order"** means an official written order issued for the supply of goods/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 quotations, contracts and orders including quotations 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

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 Document 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 Vendor'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:

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. Inspection, Tests and Analysis

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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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. Packaging

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 fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an 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 subcontracts 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. Delay in Vendor's Performance

1.1 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 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/works and/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 judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the Purchaser terminates the contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods/works 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 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. Anti-Dumping 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 Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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.

This is to certify that I have read and checked this document and it is in line with National and Provincial Treasury Requirements/Regulations.

Prepared by:

CHAIRPERSON OF BSC: ..... SIGNATURE: .....

DATE: .....

MANAGER SUPPLY CHAIN MANAGEMENT: ..... SIGNATURE: .....

DATE: .....