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**DR NKOSAZANA DLAMINI ZUMA
MUNICIPALITY
RE-ADVERT
SUPPLY AND DELIVERY OF TOOLS
QUOTE NO: PWBS-Q017/25/26**

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

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RE-ADVERT
SUPPLY AND DELIVERY OF TOOLS
QUOTE NO: PWBS-Q017/25/26

REQUEST FOR QUOTATIONS: MUNICIPALITY

Dr Nkosazana Dlamini Zuma Municipality is requesting quotes from suitably qualified and experienced service provider to Supply and Deliver Tools.

This quote 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 and Identity document or Drivers Licence
Company 60% owned by black South African women	2.5	1.Summary of CSD reflecting 60% company owned by black (Women)

		Gender and Identity document or Drivers Licence
Company 100% owned by black South African youth	2.5	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence.
Company 50% owned by South African with disability	2.5	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence
Total points for Price and SPECIFIC GOALS	100	

DOCUMENTS AVAILABILITY

Quote documents will be available at the Creighton Office from **06 May 2026** during office hours until **14 May 2026**The cost of the quotation document is **R174.00** which is non-refundable. An Electronic copy is available on our website (www.ndz.gov.za) for **FREE**.

DOCUMENTS TO BE SUBMITTED WITH THE BID:

- Valid tax clearance certificate or Tax Compliance Status PIN
- Submit proof that the bidders (Company) and its directors are not owing 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 must be fully completed.
- Registration with CSD

N.B: Forms are obtained from our website : www.ndz.gov.za under **SCM section** must be fully completed and emailed to scmdatabase@ndz.gov.za

CLOSING DATE:

Quote documents must be submitted in a sealed envelope clearly marked with the quotation number and closing date and dropped off in the tender box at the **Dr Nkosazana Dlamini Zuma Municipality Offices, Main street, Creighton** by no later than the, **14 May 2026 before 12h00**. Late or faxed quotations will not be accepted. Failure to comply with the above conditions will invalidate your offer.


The Dr Nkosazana Dlamini Zuma Municipality reserves the right not to make an appointment.

NB: Quote will remain valid for a period of 60 days from date of the closing of the Quote.

Enquiries may be directed to the following persons during office hours (08:00 – 16:30)

Procedure related enquires: Ms. P. Dlamini (039) 833 1038

Technical Enquiries: Ms C Rowe (039) 833 1038



N.C. VEZI
Municipal Manager

ENTERED 6 MAY 2023

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-Q017/25/26	CLOSING DATE:	14 May 2026
		CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND DELIVERY OF TOOLS		
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:

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	BTO	CONTACT PERSON	Ms C Rowe
CONTACT PERSON	Miss P. Dlamini	TELEPHONE NUMBER	(039) 833 1038
TELEPHONE NUMBER	039 833 1039	FACSIMILE NUMBER	
FACSIMILE NUMBER	086 583 235	E-MAIL ADDRESS	rowec@ndz.gov.za
E-MAIL ADDRESS	dlaminip@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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 TOOLS

SPECIFICATION

The Dr Nkosazana Dlamini-Zuma Municipality hereby requests quotes from suitable qualified and experienced service providers to Supply and Deliver Tools. The successful service provider will be expected to supply and deliver as per the below specification:

Description	Quantity
1. Set of screw drivers insulated 1000VAC DIY 7 piece	X2
2. Jig saw blades 101B For wood	X10
3. GWS 26- 230mm Angle grinder	X1
4. Grinder concrete blade 230x1.6mm	X3
5. Grinder metal blade 230x1.6mm	X3
6. 35506 Manual soldering set torch and cartridges	X2
7. Bottom inlet/ fill valve type 360	X10
8. Cordless drill bosch GSB 183-L118V	X1
9. Master lock padlock 40mm MA205335	X10
10. ECO SDS-plus flat chisel,250mmx20mm	X2
11. Breaker hammer drill 2000w GSh 27vc	X1
12. Crow bar 20mmx600mm	X2
13. Garden scissors- Carbon heavy duty hedge	X5
14. Waste picking stick – litter picker aluminium 96cm	20
15. Pad locks master lock 50mm padlock	1 box
16. Measuring wheel-distance-32cm-MW32	3
17. Spades-garden spade	30
18. Hay forks-3prong steel	14
19. Brush knife-short plain poly handle cane knife	15
20. Leaf rakes plastic-wooden handle orange in colour	70
21. Nylon 3.5mmx220mm	10 box
22. Two stroke still red	10L x10
23. White oil paint	20LX4



Mr. SV Mngadi
SENIOR MANAGER: PWBS



MR.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 a service provider to supply and deliver tools 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 QUOTATION: SUPPLY AND DELIVERY OF TOOLS

EVALUATION CRITERIA

Price and Preference

- | | |
|------------------|------------------|
| • Price | 80 points |
| • Specific Goals | <u>20 points</u> |
| • Total | 100 points |

**REQUEST FOR QUOTATION: SUPPLY AND DELIVERY OF TOOLS
CERTIFICATES OF GOOD STANDING**

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)	
c) Form of offer fully completed	
d) MBD 1,4,8 and 9 must be fully completed	

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

DOCUMENTS TO BE SUBMITTED	TICK
a) Copies of CK Documents / Sole proprietary	
b) Valid Tax clearance certificate (with your pin number print and attach on the document Tax Clearance Certificate)	
c) 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.	
d) Certified copies of Identification documents of all members/directors of the entity	
e) N.B: Forms are obtained from our website : www.ndz.gov.za under SCM section must be fully completed and emailed to scmdatabase@ndz.gov.za	
f) MBD 6.1 must be fully completed	
g) 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 and Identity document or Drivers Licence
Company 60% owned by black South African women	1.Summary of CSD reflecting 60% company owned by black (Women) Gender and Identity document or Drivers Licence
Company 100% owned by black South African youth	1.Summary of CSD reflecting 100% company owned by black (youth) Gender and Identity document or Drivers Licence.
Company 50% owned by South African with disability	2.Summary of CSD reflecting 50% owned by a black South African with (Disability), a proof of medical certificate and an Identity document or Drivers Licence

SUPPLY AND DELIVERY OF TOOLS

MBD 3 - PRICING SCHEDULE

Description	Quantity	RATE	TOTAL
1. Set of screw drivers insulated 1000VAC DIY 7 piece	X2		
2. Jig saw blades 101B For wood	X10		
3. GWS 26- 230mm Angle grinder	X1		
4. Grinder concrete blade 230x1.6mm	X3		
5. Grinder metal blade 230x1.6mm	X3		
6. 35506 Manual soldering set torch and cartridges	X2		
7. Bottom inlet/ fill valve type 360	X10		
8. Cordless drill Bosch GSB 183-L118V	X1		
9. Master lock padlock 40mm MA205335	X10		
10. ECO SDS-plus flat chisel,250mmx20mm	X2		
11. Breaker hammer drill 2000w GSh 27vc	X1		
12. Crow bar 20mmx600mm	X2		
13. Garden scissors- Carbon heavy duty hedge	X5		
14. Waste picking stick – litter picker aluminium 96cm	20		
15. Pad locks master lock 50mm padlock	1 box		
16. Measuring wheel-distance-32cm- MW32	3		
17. Spades-garden spade	30		
18. Hay forks-3prong steel	14		
19. Brush knife-short plain poly handle cane knife	15		
20. Leaf rakes plastic-wooden handle orange in colour	70		
21. Nylon 3.5mmx220mm	10 box		
22. Two stroke still red	10L x10		
23. White oil paint	20LX4		
SUBTOTAL			
VAT@15%			
TOTAL			

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

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.....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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 NDZ company physical Address
Company operating within the jurisdiction of KwaZulu-Natal Province	2	CIPC Document reflecting NDZ company physical Address
Company operating outside of KwaZulu Natal Province	0	
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 50% owned by South African with disability	2.5	Summary of CSD reflecting 50% 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

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

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:

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

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

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

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor in accordance with the time schedule prescribed by the Purchaser in the contract.

21.2 If at any time during performance of the contract, the Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the Vendor's point of supply is not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to 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 favorable 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 Provincial Treasury Requirements/Regulations.

Prepared by:

CHAIRPERSON OF BSC: *Z. Dlamini*

DATE:

SIGNATURE: 

MANAGER SUPPLY CHAIN MANAGEMENT: *N. Hlebeke*

DATE:.....

SIGNATURE: 