

# THE MSUNDUZI MUNICIPALITY



**HEAD: SUPPLY CHAIN MANAGEMENT  
MRS D. N. GAMBU**

333 Church Street, Private Bag X205, Pietermaritzburg, 3200  
Telephone No. 033 – 392 2597

## **SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

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

**Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “Contract No. SS 80 OF 2021 and the **Contract Description**” must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly known as Commercial Road), Pietermaritzburg, 3201, not later than **12h00 on Monday, 14 June 2021**, when they will be opened in public. **Only Tenders placed in the Tender Box before the closing time above will be accepted.****

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**CONTENTS**

1.	CONTENTS.....	02
2.	TENDER SUBMISSION CHECKLIST.....	03
3.	TENDER NOTICE.....	04
4.	STANDARD CONDITIONS OF TENDER.....	05
5.	STANDARD CONDITIONS OF CONTRACT.....	13
6.	LEGISLATION.....	19
7.	SPECIFICATION.....	22
8.	PRICING SCHEDULE.....	27
9.	<b><u>DATA SHEETS 1 - 9</u></b>	
9.1	INVITATION TO BID DOCUMENT.....	42
9.2	AUTHORITY TO SIGN DOCUMENT.....	45
9.3	STATEMENT OF PREVIOUS EXPERIENCE.....	46
9.4	SCHEDULE OF RESOURCES.....	47
9.5	DECLARATION OF MUNICIPAL FEES.....	48
9.6	DECLARATION OF INTEREST.....	49
9.7	BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	52
9.8	CERTIFICATE OF INDEPENDENT BID DETERMINATION .....	54
9.9	DECLARATION FOR PROCUREMENT OVER R10 MILLION .....	57
10.	<b><u>TENDER FORM AND ANNEXURES</u></b>	
10.1	TENDER FORM.....	59
10.2	ANNEXURE "A" – ALTERATIONS BY TENDERER .....	61
10.3	ANNEXURE "B" – OCCUPATIONAL HEALTH AND SAFETY ACT .....	62
10.4	ANNEXURE "C" – PREFERENTIAL PROCUREMENT POLICY .....	64
10.5	ANNEXURE "D" – TAX CLEARANCE CERTIFICATE .....	71
10.6	ANNEXURE "E" – B-BBEE VERIFICATION CERTIFICATE .....	72
10.7	ANNEXURE "F" – CIPC REGISTRATION CERTIFICATE .....	73
10.8	ANNEXURE "G" – CSD REGISTRATION REPORT .....	74
10.9	ANNEXURE "H" – COMPACT DISC (CD) OR USB- FLASH DRIVE .....	75
11.	<b><u>TENDERERS PLEASE NOTE:</u></b>	
11.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction indistinct, or any descriptions ambiguous, or this document contain any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have the same rectified. No liability whatsoever will be incurred in respect of errors in any tender due to the Tenderer's failure to observe this requirement.	
11.2	The Tender Notice appeared in The Ilanga newspaper and on Council's website on Thursday, 13 May 2021.	

**THE MSUNDUZI MUNICIPALITY**

**TENDER SUBMISSION CHECKLIST**

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

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

<b>No.</b>	<b>Description</b>	<b>Tenderer to Tick (√)</b>	<b>For Official Use Only</b>	
1	Has the Tender Document been completed in <b>INK</b> and all corrections counter-signed? ( <b>No correction fluid used</b> )		<i>D</i>	
2	Has all tendered rates been priced in <b>INK</b> and corrections counter-signed? ( <b>No correction fluid used</b> )		<i>D</i>	
3	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
4	Has all information as required in terms of the Tender Document been submitted with the tender?		<i>D</i>	
5	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?	<b>N/A</b>	<i>D</i>	
6	Has <b>ALL</b> the "Data Sheet" Forms been completed, stamped and signed ( <b>where applicable</b> ) by a Commissioner of Oaths?		<i>D</i>	
7	Has the "Tender Form" been completed and signed?		<i>D</i>	
8	Has the "Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017" been completed in its entirety and signed?			
9	As an <b>EME</b> , is a certificate issued by an Accounting Officer or a Verification Agency accredited by SANAS or a Registered Auditor attached to the tender document?			
10	As a <b>NON-EME</b> , is an original and valid B-BBEE status level Verification Certificate or a certified copy thereof attached to the Tender Document?			
11	Is a valid Original Tax Clearance Certificate or Tax Compliance Status Verification Pin attached to the Tender Document?		<i>D</i>	
12	Has the CSD Supplier Number and Unique Registration Reference Number submitted with the Tender Document?		<i>D</i>	

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

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**TENDER NOTICE**

The Msunduzi Municipality hereby invites proposals from service for the supply and delivery of Stationery, Tools & Equipment, Cleaning Detergents, Weed Killing & Pool Chemicals and Refreshments, Motor Spares & Sundry items as when the need arises for the period of three years.

Tender documents will be made available to tenderers from 14h00 on **Thursday, 13 May 2021**. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on [www.etenders.gov.za](http://www.etenders.gov.za)

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5<sup>th</sup> Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R568.10 (including VAT)** for each document drawn. Only cash, bank guaranteed cheques or EFT payments will be accepted.

For any technical related enquiries, please contact Sibusiso Mkhize (Stores) on direct Telephone No. 033 – 392 2217 or e-mail address [sibusiso.mkhize@msunduzi.gov.za](mailto:sibusiso.mkhize@msunduzi.gov.za).

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Unit) on direct Telephone No. 033 – 392 2807 or e-mail address [vuyani.msimang@msunduzi.gov.za](mailto:vuyani.msimang@msunduzi.gov.za).

**Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “Supply and Services Contract No. SS 80 of 2021” and the Contract Description must be placed in the Tender Box located in the Foyer, Ground Floor, City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg, 3201, not later than 12h00 on Monday, 14 June 2021, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.**

**Tender Validity Period:** Four (4) months commencing from the closing date of tender.

**Tender Adjudication/Evaluation Criteria:** The tender shall be evaluated on 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

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

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

**M.P KHATHIDE: CITY MANAGER**

## THE MSUNDUZI MUNICIPALITY

### STANDARD CONDITIONS OF TENDER

#### 1. DOCUMENTS

This document comprises Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Specifications, Schedule of Unit Prices, Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

#### 2. SUBMISSION OF TENDERS

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

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

Tenderers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg, 3201, and placed in the Tender Box situated in the Foyer, Ground Floor. The Council shall not be held liable for any tender document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders addressed endorsed with the appropriate contract number, must reach the City Hall, Pietermaritzburg not later than the date and time stated in the public advertisement inviting tenders, when they will be opened in public. Under no circumstances will any extension of time be allowed for tendering. Tenders shall remain open for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period within which period a tender may be permitted to withdraw a tender subject to an application with good and sufficient reasons being submitted in writing to the approval and at the sole discretion of the Head: Supply Chain Management

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

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

#### 3. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Tenderer shall offer, promise or give any person or persons connected with the tender or the awarding of a contract, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract, nor communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the date of closing of tenders and the date of notification of the

successful Tenderer; provided always that the Head: Supply Chain Management may obtain additional information from a Tenderer to enable her to formulate her recommendation to Council.

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

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

#### **4. IMPORT PERMITS**

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

#### **5. PRICES**

Subject to paragraph 9 of the Standard Conditions of Contract, prices shall be based on payment being made within thirty (30) days of receipted delivery and quoted net in South African currency and shall include for all costs whatsoever including materials, plant, labour, patent rights, royalties, freight, insurance, customs, railage and delivery to the place or places nominated in the tender documents, unless the Tenderer states otherwise on Annexure "A" hereto attached.

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

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

Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for business, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and payroll system. It will electronically verify a supplier's tax and B-BBEE status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website **[www.csd.gov.za](http://www.csd.gov.za)** Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at **[database@kzntreasury.gov.za](mailto:database@kzntreasury.gov.za)**.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 July 2016.

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

CSD Supplier Number	
Unique Registration Reference Number	

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

**7. TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the tenderer's tax obligations.

Tenderers shall be required to submit together with the tender document a valid original Tax Clearance Certificate or a Tax Compliance Status Verification Pin issued by SARS. Failure to submit an original Tax Clearance Certificate or a Tax Compliance Status Verification Pin will result in the invalidation of the tender. Certified copies of the Tax Clearance Certificate will not be acceptable.

Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of the tender.

Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) days written notice in which to comply.

Should the Tenderer fail to comply with the above request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.

If a tenderer has already submitted an original Tax Clearance Certificate when registering on the Central Supplier Database (CSD), then there is no need to submit a hardcopy of another Tax Clearance Certificate provided that the Tax Clearance Certificate is still valid for the full duration of the validity period for this contract. In this instance, the Tenderer will be required to indicate below the CSD Supplier Number and Unique Registration Reference Number for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

**8. ALTERATIONS BY TENDERER**

If a Tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specification, Quantities or Drawing, or to qualify the tender in any way, such changes and or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

**9. PERIOD FOR DELIVERY**

Unless otherwise specified in these documents, the Tenderer shall state the period within which the complete delivery of all items described in these tender documents and covered by this contract is offered. Such period(s) shall form part of the Conditions of Contract and may be taken into consideration in the adjudication of tenders.

**10. INCOMPLETE TENDERING**

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

Partial awards may be made where this is perceived by the Head: Supply Chain Management or the Engineer to be in the best interests of the Council. Council reserves the right to take into account the principal of the distribution of works in order to empower SMME's and BEE's.

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

**11. ACCEPTANCE OF ANY TENDER**

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

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

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

No formal agreement will be signed. A letter of acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the Tenderer and the tender, together with the letter, shall constitute a binding agreement between the Tenderer and the Council.

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

**12. DOMICILIUM CITANDI ET EXECUTANDI**

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (Commercial Road), Pietermaritzburg.

The Tenderers domicilium citandi et executandi shall be held to be whatever street address given in the Tender Form attached hereto.

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

**13. SAMPLES FOR ADJUDICATION**

Samples may be required at the tender stage for adjudication purposes. If so, they are to be supplied at the Tenderer's expense and in accordance with the specifications.

**14. DATA SHEETS**

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

**15. MUNICIPAL FEES**

All Tenderers are to sign the Declaration herein where they declare that their Municipal Fees are in order, or proper arrangements have been made with the Council, and include the relevant account numbers in the declaration.

**16. APPEALS AND/OR OBJECTIONS**

Any Tenderer aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the City Manager.

In the event of the above case, the following procedure shall apply:-

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

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

**17. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

Tenderers claiming preference points shall be required complete Annexure “C” hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

Tenderers shall be required to submit, together with the tender document, a valid original or certified copy of their B-BBEE status verification certificate or a sworn affidavit as prescribed by the B-BBEE codes of good practice and must be valid until the closing date of the tender.

Tenderers who have submitted a valid and original or certified copy of their B-BBEE Status Level Verification Certificate or a sworn affidavit to the Council for **any other contract** need not submit a further Verification Certificate or a sworn affidavit provided that the Verification Certificate or a sworn affidavit previously submitted is still valid until the closing date of this tender. In this instance, the Tenderer will be required to indicate below the Contract No. in order to qualify their tender.

<b>Contract No.</b>	
---------------------	--

**18. COMBATIVE TENDERING**

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

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

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

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

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

- (a) who is in the service of the state ;
- (b) if that person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or

- (c) who is an advisor or consultant contracted with the municipality or municipal entity.

**20. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**

Service Providers shall be required to submit together with the tender, proof of registration with the above commission for verification purposes.

**21. SUB-CONTRACTING THE WORK**

Should the goods or services required under this contract be subjected to the Tenderer sub-contracting the work, the Tenderer shall be required (***for adjudication purposes***) to submit together with the tender a letter of undertaking from the Sub-Contractor indicating the Sub-Contractor's willingness to supply the Tenderer the goods or services required for the full duration of the contract period. Failure to comply with this condition may prejudice the tender.

Further to the above, it must be noted that the Council shall not be held liable for any payments whatsoever to the Sub-Contractor and such arrangements shall rest between the Tenderer and the Sub-Contractor.

**22. JOINT VENTURE AGREEMENTS AND CONSORTIUMS**

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

- 1) Original valid Tax Clearance Certificates or a Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;
- 2) All parties of the Joint Venture/Consortium must submit signed copies of:
  - a) The Declaration of Interest Form;
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
  - c) The Certificate of Independent Bid Determination Form.
- 3) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract, and,
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate obtainable from a verification agency accredited by SANAS or a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA).

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

**23. CESSION AGREEMENTS**

Cession Agreements can be considered by the Municipality in the event of empowering SMME's.

**24. ADJUDICATION CRITERIA**

The 80/20 Preference Point System shall apply in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, with 80 Points for Price and 20 Points for B-BBEE, equating to 100 Points

**THE MSUNDUZI MUNICIPALITY**  
**STANDARD CONDITIONS OF CONTRACT**

**1. DEFINITIONS AND INTERPRETATIONS**

The following definitions shall apply:-

**"Council"** means the Msunduzi Municipality.

**"Engineer"** means the General Manager: Budget and Treasury Services Unit of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

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

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

**"Contract Document"** means the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions (if any), Specifications, Schedule of Quantities/Equipment, Priced Schedule of Rates and Prices, Drawings (if any), Tender Form and Annexures thereto and the final Letter of Acceptance.

**"Contract Price"** means the sum named in the tender, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions hereinafter contained.

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

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

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

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

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

**2. QUALITY OF MATERIALS AND WORKMANSHIP AND TESTS**

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the specification and shall be subjected to such tests, carried out by such persons, as the Engineer may direct at the place of manufacture or fabrication or at the delivery site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, mass or quantity, mass or quantity of any materials for testing as may be required by the Engineer. The Contractor may be present at any tests, which the Engineer decides to carry out.

**3. SAMPLES FOR QUALITY CONTROL**

If samples are required in terms of the specification, such samples shall be supplied by the Contractor at his/her own cost.

All samples approved by the Engineer will be retained by him/her as standards for the duration of the contract.

The Council reserves the right to purchase any sample submitted at the tender price. Samples not so purchased will be recoverable by the Contractor at his/her expense.

**4. REMOVAL OF IMPROPER MATERIALS**

All materials delivered to the delivery site will be inspected by the Engineer and should any be delivered which, in the opinion of the Engineer, are inferior in quality or workmanship to the deposited sample or to the standard required in the Specification or be found to be damaged on delivery, such goods shall be immediately removed by the Contractor.

No payment will be made for any materials nor for any loss incurred by the Contractor as a consequence of such rejection.

**5. QUANTITY**

The Council does not guarantee to purchase any specific quantity and orders will be placed for materials as and when they are required. The tendered price shall apply to all purchases regardless of the quantity ordered. Should the Contractor wish to place any limit on the maximum quantity to be supplied, this must be clearly stated in the tender.

**6. DELIVERY**

Prices shall include for the delivery of the materials as detailed in the specifications. The Contractor shall be responsible for all damages or breakages in transit until the materials have been accepted by the Engineer at the delivery site.

Immediately after forwarding any materials, an advice note shall be sent in duplicate to the Engineer, Private Bag X205, Pietermaritzburg, giving the size and mass of each article, where applicable, and the date of despatch.

All ordered materials shall be delivered within the period stated in the tender. If a Tenderer is unable to comply with this clause, the delivery period offered must be stated.

**7. PENALTY FOR LATE DELIVERY**

Upon any delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased and the tendered price. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials or services already delivered under this or any other contract.

**8. TERMINATION OF THE CONTRACT**

Should the Contractor (for whatever reason) fail to execute the works in accordance with the terms and conditions stated herein, the Council reserves the right to cancel the contract forthwith without prejudice to Council and the Council shall not be held liable for any loss or damages resulting from such cancellation.

Further to the above, the Council reserves the right to enforce Clause 7 above including any other remedies it may deem necessary.

**9. TERMS OF PAYMENT**

Payment will be made by the Chief Financial Officer (CFO) within thirty (30) days on receipt of a certificate of payment issued by the Engineer and will be made by means of a cheque drawn upon the Council's bankers in Pietermaritzburg. No cash payments shall be made.

Where the value of the works exceed R3 000.00 excluding VAT, the Contractor must quote the Council's VAT Registration No. 4600107835 on all Tax Invoices for payment purposes.

Where offers of discounts eg for payment within thirty (30) days of rendering accounts, are made by Contractor, these will be taken into account in the adjudication of tenders. Contractors shall be required to have a bank account in the legal name of the Contractor as indicated on the Tax Clearance Certificate. No payment whatsoever will be made should the Contractor fail to comply with this requirement and the Council shall not be held liable for any loss or damages sustained by the Contractor in this regard.

**10. PRICE ADJUSTMENT/ESCALATION**

(a) In all cases where a tendered price is offered subject to adjustment, such adjustment shall be calculated in accordance with the following formula:-

$$E = V \times \frac{(I_e - 1)}{I_o}$$

Where:

- E = the amount of adjustment
- V = tendered price/value
- I<sub>e</sub> = index applicable at the invoice date, and
- I<sub>o</sub> = the base index

unless the Contractor expressly stipulates and sets out in detail an alternative formula in terms of which prices will escalate.

Where Contractors have linked their prices to manufacturers/suppliers price increase, full disclosure of the rates/prices must be submitted together with the tender.

- (b) Notwithstanding the provisions of paragraph (a), the Council shall not be liable for adjustment unless the Contractor specifies a price index (or indices) in respect of the materials to be supplied.
- (c) For the purpose of calculating the amount of adjustment in terms of any formula, the base index shall be the index for **May 2021** regardless of the actual due tender date.
- (d) The index for the previous month shall apply up to and including the 15th day of a month, thereafter the current month's index shall apply.
- (e) The applicable index (indexes) is: \_\_\_\_\_

In any case where a Contractor has complied with the conditions set out above, the Council shall nonetheless not be liable to pay for adjustment unless the Contractor, in submitting an account, submits, on each occasion the Contractor does so, a separate account reflecting the adjustment amount claimed together with all calculations and documents necessary to verify the claim.

Upon receipt of the claim account referred to above, the Council shall not however be obliged to settle the account until the amount claimed is verified by the Council's Auditors in terms of the preceding paragraphs.

The Contractor must please submit claims before 31 July for the previous financial year ending 30 June. No claims submitted after this date will be entertained.

## 11. **GOVERNMENT CONTROLLED PRICES**

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be. Contractors must state clearly which items are subject to such control; unless this is done no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

If the Contractor claims escalation, Clause 10 does not apply.

## 12. **FORWARD COVER**

The Contractor will be deemed by submission of a tender to hold or to have arranged forward foreign exchange cover on all imported goods or materials, with the cost thereof

included in the price schedule. In any case which a Contractor tenders a price subject to exchange rate fluctuations, the exchange rate/s and the date/s thereof at which the goods or materials are offered are based must be clearly indicated on Annexure "A": Alterations by Tenderer. If no exchange rate/s is indicated, the tender prices shall be considered not subject to any exchange rate fluctuations.

**13. INSURANCE AND RAILAGE RATES ETC**

Should there be any increase in the statutory rates of freight, insurance and railage, a pro rata increase or decrease shall be made in the price of the material delivered. The contractor shall notify the Municipal Manager, or the Chief Financial Officer, or the Head: Supply Chain Management as the case may be of any variation in rates as soon as the Contractor is aware of them.

A claim for increased freight, insurance and railage will be admitted on production of the original papers showing clearly that the amount has been paid by the contractor.

**14. ASSIGNMENT AND SUBLETTING**

Neither the Supplier nor the Council shall assign the contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other.

The Supplier shall not sub-let the whole or any part of this contract without the written consent of the Engineer and such consent, if given, shall not relieve the Supplier from any liability or obligation under the contract.

**15. SECURITY OF INFORMATION**

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

**16. LAW TO APPLY**

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

**17. PATENT RIGHTS**

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

**18. SEQUESTRATION OR SURRENDER OF CONTRACTOR'S ESTATE**

In the event of an order being made for sequestration of the Contractors estate, whether provisional or final, or in the event of an application being made for such order, or in the event of the Contractor making application for the surrender of the Contractors estate, or if the Contractor shall enter into, make or execute any deed of assignment or other composition or arrangement with, or assignment for the benefit of the Contractors

creditors, or purport to do so, or if the Contractor, being a company, shall pass a resolution, or if the Court shall make an order for the liquidation of such company, the Council shall have the right, summarily and without recourse to law, to terminate the contract without payment of any compensation to the Contractor, and without prejudice to the right of the Council to sue the Contractor for any damages sustained by it in consequence of one or the other of the afore-mentioned events.

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

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

# THE MSUNDUZI MUNICIPALITY

## LEGISLATION

### **1.0 GENERAL**

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

### **2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)**

2.1 The OHS Act covers inter alia "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

2.2 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure B, between the Employer and the Contractor in this contract are:

- 2.2.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.2.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.2.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 2.2.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.2.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.

2.2.6 The Mandatory shall before commencing or carrying out the work, inform the divisional inspector in writing of:-

- a) the address of the premises on which such work will be carried out,
- b) the nature of such work,
- c) the date on which it is expected that such work will be commenced, and
- d) the date on which it is expected that such work will be completed; all in terms of Clause 15c of the GAR

2.2.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

### **3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

3.1 Contractors are required to register as employers in terms of the COID Act.

3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

### **4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

4.1 Contractors are required to register as employers in terms of the LR Act.

4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

### **5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

### **6.0 THE INCOME TAX ACT (ACT 58 of 1962)**

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

### **7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

## **8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)**

8.1 Where work undertaken in connection with this contract falls within the meaning of "kinds of work reserved for professional engineers" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.

8.2 The Tenderer shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Tenderer shall submit at the time of tendering the name(s), qualifications and address (es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

## **9.0 NON-COMPLIANCE**

9.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

9.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discover any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**SPECIFICATION**

**1.0 SCOPE OF WORKS**

- 1.1 The Msunduzi Municipality wishes to appoint service provider for the supply and delivery of Stationery, Tools & Equipment, Cleaning Detergents, Weed Killing & Pool Chemicals and Refreshments, Motor Spares & Sundry items as when the need arises for the period of three years.
- 1.2 All goods and materials supplied shall, in accordance with the Regulation 2(2)(b) of the Supply Chain Management Regulations, comply with any standard that may have been issued Standards South Africa, the International Standards Organisation or any authority accredited or recognised by the South African National Accreditation System.
- 1.3 The onus shall be on the bidder to submit proof that any product or material offered complies with such standard and the municipality may require such proof from the bidder. Failure to provide such proof the Municipality, in its discretion, reserves the right to disqualify the tenderer.
- 1.4 It is the intension of this bid to make an award to more than one supplier per item.
- 1.5 **It is also important to note that an award will be made per item not per section.** The submission of prices and samples must be submitted per item.

**2.0 DETAILED SPECIFICATION**

- 2.1 This bid covers the supply and delivery of Stationery, Tools & Equipment, Cleaning Detergents, Weed Killing & Pool Chemicals and Refreshments, Motor Spares& Sundry items as when the need arises for the period of three years from the date award
- 2.2 Full particulars of the specifications of the material required are set out in the Schedule attached hereto:

**3.0 COMPULSORY TENDER BRIEFING MEETING**

Not Applicable.

**4.0 CONTRACT PERIOD**

The contract period will be three (3) years from date of award.

## **5.0 PLACE OF DELIVERY AND DELIVERY PERIOD**

The delivery address is at General Stores, 2 Abattoir Road, Pietermaritzburg, 3201: the Tenderers shall state the period within which the complete delivery of all items described in this tender and covered by this bid is offered. Such period (s) shall form part of the Conditions of Contract and shall be taken into consideration in the adjudication of tender.

## **6.0 CONTACT PERSONS**

For any **technical related enquiries**, please contact the Project Champion:

Mr. Sibusiso Mkhize  
Telephone No: 033 392 2217  
E-mail Address: [sibusiso.mkhize@msunduzi.gov.za](mailto:sibusiso.mkhize@msunduzi.gov.za)

For any **procurement related enquiries**, please contact:-

Vuyani Msimang (Supply Chain Management Unit)  
Telephone No: 033 – 392 2807  
E-mail Address: [vuyani.msimang@msunduzi.gov.za](mailto:vuyani.msimang@msunduzi.gov.za)

## **7.0 COMPLIANCE WITH ANY LEGISLATION, REGULATIONS, ETC**

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

1. The Occupational Health and Safety (OHS) Act (Act No. 85 of 1993)
2. The Compensation for Occupational Injuries and Diseases (COID) Act (Act No. 130 of 1993)
3. The Income Tax Act (Act No. 58 of 1962)
4. The Value Added Tax (VAT) Act (Act No. 89 of 1991)
5. The Municipal Finance Management Act (MFMA) (Act No. 56 of 2003)
6. The Supply Chain Management Regulations
7. The Preferential Procurement Regulations 2017
8. The Msunduzi Municipality's Supply Chain Management (SCM) Policy
9. The General Conditions of Contract (GCC) 2015
10. The South African Constitution

## **8.0 GUARANTEE/WARRANTY/DEFECTS LIABILITY PERIOD**

8.1 All Goods supplied shall comply with the requirements of the Scope of Work, or shall conform all respects to the sample which form part of the Contract.

8.2 Without prejudice to any other rights of the Msunduzi Municipality under these conditions, the Supplier warrants that:

## **9.0 ESCALATION**

The price should be fixed for the 1<sup>st</sup> year, thereafter subject to escalate based on CPIX Index or any relevant index.

Where the tendered price of any item placed on contract is controlled by the various Control Boards constituted under the Marketing Act or by the Price Controller, such price

shall, in the event of any amendment to the price ruling at the time the tender was submitted being sanctioned by the Price Controller, be subject to a like increase or decrease as the case may be.

Contractors must state clearly, which items are subject to such control; unless this is done, no payments will be made in the excess of the tendered prices. In the event of price control over any item on contract being withdrawn during the currency of the contract, the contract price applicable to such item thereafter shall not be higher than the price in operation immediately prior to the withdrawal of price control.

## **10.0 PENALTIES**

A penalty of R500 per calendar day to be levied for delay in delivery beyond the tendered delivery period, the Council shall be entitled forthwith to purchase services of the same description as and in lieu of those specified to be supplied, or forthwith to cancel the contract and to purchase elsewhere such materials as may be required during the contract period and the Contractor shall bear any difference in price between any materials so purchased. The amount of such difference shall be paid by the Contractor to the Council immediately on demand, or the Council may deduct such difference from moneys (if any) otherwise payable to the Contractor in respect of materials or services already delivered under this or any other contract.

## **11.0 DELIVERY AND QUANTITIES**

### *11.1 Delivery Basis*

- 11.1.1 Firm lead times for delivery must be quoted for the duration of the contract period.
- 11.1.2 Transit and storage conditions applicable to the relevant product must be adhered to.

### *11.2 Quantities*

- 11.2.1 No quantities are reflected in the bid as orders will be placed on the basis of "as and when required" and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.

## **12.0 PACKING**

### *12.1 General*

- 12.1.1 All deliveries made against this contract, in all modes of transport, are to be packed in suitable containers, which will be acceptable for further dispatch.
- 12.1.2 The packing of the goods to be supplied must be uniform for the duration of the contract period, i.e.:
  - All containers, packing and cartons must be clearly labelled.
  - All products must be packed in acceptable containers, where applicable, specifically developed for the product.
- 12.1.3 The cost for the supply and delivery of all items listed herein must include for the costs of all labour, plant, materials, delivery, etc.

## 13.0 SAMPLES

### “SUBMISSION OF SAMPLES”

13.1 All samples must be submitted for adjudication purposes at no extra cost to Council prior to the closing date and time of the tender to:-**The Manager Logistics, No. 02 Abattoir Road, Pietermaritzburg, 3201:**

**Attention: Mr Sibusiso Mkhize**

13.2 Failure to comply with the above will result in the tender being disqualified.

13.3 Only samples that complied with the specifications will be selected for adjudication.

13.4 Only samples for successful bidders will be kept for the duration of the contract.

13.5 Samples shall remain at the above address for the full duration of the contract period in order to verify Orders received. No storage fees in this respect will be entertained.

13.6 Unsuccessful tenderers will be required to collect all samples from the Manager Logistics and all costs arising there from shall be for the Contractors account.

13.7 Tenderers are to ensure that all samples submitted are properly packaged and labelled. All labels must bear the following information:

1. **Item Number and section**
2. **Contractor's Name**

13.8 **Any sample not clearly labelled must be rejected.** Further to this, Council shall not be held liable for any loss or damage to any sample due to the Contractor's failure to comply with the above condition.

## 14.0 MANDATORY REQUIREMENT FOR CHEMICAL SUPPLY

14.1 **Please note the following:**

- The service provider must be a registered Pest Control Operator with the Department of Agriculture.
- The products on offer must have an L number which is registered with the department of Agriculture

**NB: The service provider will be expected to provide training on the use of the chemicals on offer.**

## 15.0 EVALUATION CRITERIA:

The 80/20 Preference Point System shall apply in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, with 80 Points for Price and 20 Points for B-BBEE, equating to 100 Points, as follows:

<b>PRICE</b>	<b>:</b>	<b>80 POINTS</b>
<b>B-BBEE</b>	<b>:</b>	<b>20 POINTS</b>

B-BBEE Status Level of Contribution	Number of Points (80/20 Point System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**TOTAL : 100 POINTS**

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**PRICING SCHEDULE**

This Tender will be divided into sections. Tenderers are invited to offer for any or all sections, **The tender will be awarded in an order of preference, i.e. First (1) and Second (2) preferred bidders per item based on the acceptable offer in terms of price and quality.**

**SECTION 1 - SUPPLY AND DELIVERY OF STATIONERY:**

**STATIONERY**

**SUB SECTION A: BATTERIES**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001095	BATTERY MN1 500 AA 1,5 VOLT DURACELL		EA	
2	30001106	BATTERY R14PP EVEREADY		EA	
3	30001112	BATTERY SQUARE 9 VOLT ALKALINE DURACELL		EA	
4	30000864	BATTERY TORCH DURACELL MN 1300		EA	
5	30000556	BATTERY TORCH 1,5 VOLT R20		EA	
6	30001070	BATTERY MN 2400 AAA 1,5VOLT DURACELL		EA	
7	30001091	BATTERY DURACELL MN1400 LR14		EA	
8	30000633	TORCH MAGLITE 4- CELL D		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

**SUB SECTION B: BOOKS & CARBON PAPER**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001332	BOOK DELIVERY NOTE LETTER JD4160		EA	
2	30001114	BOOK NOTE HARD COVER A4 2 QR JD 161		EA	
3	30001220	BOOK NOTE HARD COVER A4 3 QR JD 162		EA	
4	30001110	BOOK NOTE HARD COVER A5 JD 6255		EA	
5	30001189	CARBON BLUE A4 PEN/PENCIL		BX	
6	30001131	PAD EXAMINATION JD 581 CROXLEY ONLY		EA	
7	30001226	SHEETS CARBOARD FILLING A4		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION C: PAPER CLIPS, STICKER, MEMO CUBE AND CORRECTIONAL FLUID</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000042	CLIPS PAPER GIANT NON SKID 50MM		BX	
2	30001092	CLIPS PAPER PLASTIC COATED(33mm)WHITE		BX	
3	30001122	STICKER SIGN HERE		BX	
4	30000005	PAD POST IT 50MM X 38MM K		EA	
5	30000008	PAD POST IT 75MM X 100MM EQUIV		EA	
6	30000006	PAD POST IT 75MM X 75MM(EQUIV)		EA	
7	30001198	CORRECTIONAL FLUID (PENTAL)		EA	
8	30001172	CUBE MEMO REFILL ONLY		PKT	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

<b>SUB SECTION D: FILES AND FOLDERS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001066	FILE FOLDERS ASSORTED COLOURS REF M160F		EA	
2	30001130	FILE LEVER ARCH A4 JD 1007 CROXLEY ONLY		EA	
3	30000031	FILE LEVER ARCH PVC A4 BLUE/BLK/R		EA	
4	30001129	FILE TIDY REF 074006 WITH CLIPS		EA	
5	30001077	FILE TIDY REF 074007 WITH CLIPS		EA	
6	30001075	FILE TIDY REF 074011		EA	
7	30000026	INDEX A - Z PVC A4 JD1116		PKT	
8	30001079	TIDY FILE A4 BOARD CONTAINER 07005 GREEN		BX	
9	30001097	REXEL CARRY FOLDERS 16129 A4		EA	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

<b>SUB SECTION E: MEMORY STICKS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001296	MEMORY STICK 16 GIGABYTES		EA	
2	30001336	MEMORY STICK 32 GIGABYTES		EA	
3	30001275	MEMORY STICK 8 GIGABYTES		EA	
4	30002362	MEMORY STICK GB 64 GIGABYTES		EA	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

<b>SUB SECTION F: PEN, PENCIL, HIGHLIGHTER, GLUE AND BOARDMARKER</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001108	GLUE PRESTIK 100G		PKT	
2	30001132	GLUE PRITT STICKS 20G BOX OF 24		EA	
3	30000004	HIGHLIGHTERS STABILO BOSS(SET OF 8)		SET	
4	30001067	PEN BIC - CLICK BLACK MEDIUM		EA	
5	30001083	PEN BIC - CLICK BLUE MEDIUM		EA	
6	30001073	PEN BIC - CLICK RED MEDIUM		EA	
7	30001090	PEN BOARDMARKER BLACK		EA	
8	30001206	PEN BOARDMARKER BLUE		EA	
9	30001267	PEN BOARDMARKER GREEN		EA	
10	30001269	PEN FINELINER BLACK PILOT		EA	
11	30001093	PEN FINELINER GREEN PILOT		EA	
12	30001088	PEN HIGHLIGHTER BLUE STABILO BOSS		EA	
13	30001099	PEN HIGHLIGHTER GREEN STABILO BOSS		EA	
14	30001087	PEN HIGHLIGHTER ORANGE STABILO BOSS		EA	
15	30001094	PEN HIGHLIGHTER PINK STABILO BOSS		EA	
16	30001124	PEN MARKER ARTLINE 70 - BLACK		EA	
17	30001109	PEN MARKER ARTLINE 70 - BLUE		EA	
18	30001256	PEN MARKER ARTLINE 70 - GREEN		EA	
19	30001140	PEN MARKER ARTLINE 70 – RED		EA	
20	30001253	PEN MARKER ARTLINE 700 - BLACK		EA	
21	30001250	PEN MARKER ARTLINE 700 RED		EA	
22	30001111	PEN MARKER ARTLINE 90 - BLACK		EA	
23	30001118	PEN PENTEL HYBRID ROLLER-BLACK		EA	
24	30001145	PEN UNI-BALL ORANGE UB157		EA	
25	30001240	PENCIL CLUTCH HOT SHOT		EA	
26	30001071	PENCIL HB RUBBER TIPPED FABER CASTEEL		EA	
27	30001254	PENCIL LEAD HB 0,5MM		TU	
				<b>Sub Total</b>	
				<b>Vat</b>	
				<b>Total Price Incl Vat</b>	

<b>SUB SECTION G: PUNCH, RUBBER, RULER, STAPLER, STAPLES, SCISSORS, SHARPENER AND TAPE</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000020	PUNCH 2 HOLE CARL 70		EA	
2	30001141	PUNCH 2 HOLE LIGHT DUTY MED		EA	
3	30001116	RUBBER ERASER PENCIL(STAEDTLER)		EA	
4	30001078	RULER PLASTIC SHATTERPROOF 30CM CLEAR		EA	
5	30001236	SCISSORS 200MM		EA	
6	30000015	SHARPENER HAND PENCIL		EA	
7	30001170	STAPLE REMOVER		EA	

8	30001305	STAPLER GIANT REXEL		EA	
9	30001228	STAPLER LARGE BANTEK 9343		EA	
10	30001330	STAPLES 26/6 No56		BX	
11	30001101	STAPLES 66/11		BX	
12	30001217	TAPE MAGIC 3M X 18 MM X 25M		ROL	
13	30001237	TAPE PACKING 48MM BROWN(50meters)		ROL	
14	30000010	TAPE TRANSPARENT SELLO 12MM X 66M		ROL	
15	30001176	PAPER COMP 1 PART EYELINE 280 X 390 BLUE		BX	
16	30001107	PAPER BOND A4 80 GRAM ROTOTRIM		BX	
17	30001271	PAPER BOND A3 ROTOTRIM		RE	
18	30001216	PAPER COMP WASTE MAN ACCPTNCE 152x240		BX	
19	30001068	ROLLS THERMAL WHITE 80MMX80MMX20MM CORE		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

**SECTION 2 - SUPPLY AND DELIVERY OF DETERGENTS**

**DETERGENT REQUIREMENT**

**SUB SECTION A: DISINFECTANTS FLUID**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000210	DISINFECTANT FALLAWAY / HEAVY DUTY DEGREASER		EA	
2	30000211	DISINFECTANT NU-PINE / PINEX (5 LT)		EA	
3	30000212	DETERGENT LEMON GREEN DISHWASHER (25L)		EA	
4	30000213	DISINFECTANT JEYES FLUID (5LT) ORIGINAL		EA	
5	30000215	DETERGENT PRIME BLUE (25LT)		EA	
6	30000217	TOILET CLEANER BOWL KLEEN (25 LT)		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

**SUB SECTION B: POLISH**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000223	POLISH WASH AND WAX (25LT)		DR	
2	30001426	POLISH FURNITURE MR MIN 275ml		EA	
3	30000223	POLISH WASH AND WAX (25LT)		EA	
4	30000214	POLISH LIQUID WAX FLOOR (25L)		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION C: CLEANING DETERGENTS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001420	SOAP CARBOLIC RED [200 X 125 GRAM BARS]		EA	
2	30001421	SOAP NILS GREEN 500g BARS BRITELITE (48)		EA	
3	30001457	SOAP POWDER RAYOL 10KG		BAG	
4	30001428	HAND CLEANER REINOL (1/2 KG)		EA	
5	30001446	HAND CLEANER REINOL (3 KG)		EA	
6	30001424	SUNLIGHT LIQUID 750ML		EA	
7	30001444	TOILET CLEANER TOILET DUCK		EA	
8	30001427	TOILET DEO DUCK POP IN		EA	
9	30000808	TOILET ODEO BLOCKS		KG	
10	30001431	JIK 1,5LT REGULAR		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION D: TOILET PAPER AND WASTE RAGS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001464	TOILET PAPER ROLL NAMPAK REF0174 OR EQUIVALENT		ROL	
2	30001469	TOILET PAPER BIG ROLL 5000		ROL	
3	30001578	PAPER TOWEL KIMDRI JUMBO		ROL	
4	30001525	PAPER TOWELS TIDY REF 325		ROL	
5	30001517	Waste Towelling Rags 5kg		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION E: TOILET AIR FRESHENER, INSECT KILLER AND DOMESTIC CLEANING &amp; MACHENICAL MATERIAL</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001423	TOILET FRESHENER AIR AROMA 180ml		EA	
2	30001425	INSECT KILLER SPRAY DOOM OR EQUIVALENT 375ml		CA	
3	30001429	HANDY ANDY 750ML		EA	
4	30001430	TOILET CLEANER DOMESTOS 750ml		EA	
5	30001434	WINDOLENE 750ML		EA	
6	30001441	VIM(25KG)		EA	
7	30001438	SILICONE SPRAY 400ML LUBRICANT		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

### SECTION 3

#### SUPPLY AND DELIVERY OF POOL CHEMICAL; SWEED KILL CHEMICAL AND FERTILIZER:

##### POOL CHEMICAL SUPPLIES REQUIREMENT

##### SUB SECTION A: POOL CHEMICAL

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000293	POOL CHEMICAL (25KG)		EA	
2	30000208	POOL CHEMICAL POOL ACID (25L)		EA	
3	30000209	POOL CHEMICAL POOL CHIPS		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

##### SUB SECTION B: LIME AND FERTILIZER

Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
	1. GO- Mark (Line marking paint for Sports fields) <ul style="list-style-type: none"><li>No damage to grass</li><li>Non- Toxic</li><li>Resistant to rainfall</li><li>10 Litre</li><li>Colour: White</li></ul>		L	
	1.1 Limestone ammonia nitrate (LAN) Fertiliser <ul style="list-style-type: none"><li>Size: 50 KG bags</li><li>Granular</li><li>The product contains 28% nitrogen of which 50% as ammonium-N and 50% as nitrate-N.</li></ul>		BAG	

	<p>5:1:5 (36) Fertiliser</p> <ul style="list-style-type: none"> <li>• Size: 50Kg bag</li> <li>• Granular</li> <li>• This product contains nitrogen 16.40%, Phosphorus 3.20% and Potassium 16.40%.</li> </ul>			EA	
	<p>Super Phosphate Fertiliser</p> <ul style="list-style-type: none"> <li>• Size 50Kg bag</li> <li>• Granular</li> </ul>			EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

**SUB SECTION C: CHEMICAL**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000290	<p>A SYSTEMIC AND RESIDUAL HERBICIDE FOR PRE AND POST EMERGENCE CONTROL OF A WIDE SPECTRUM OF GRASSES AND BROADLEAF WEEDS WITH THE FOLLOWING ACTIVE INGREDIIENTS, IN 5I CONTAINERS.</p> <ul style="list-style-type: none"> <li>• Glyphosate isopropylamine salt- 240g/l</li> <li>• Glyphosate acid – 180g/l</li> <li>• terbylyticyzine (triazine) – 345g/l</li> </ul>		L	
2	30000291	<p>A NON-SELECTIVE SYSTEMIC HERBICIDE SOLUTION WITH RESIDUAL ACTIVITY AND A RED COLOURANT FOER CONTROL OFINVADER PLANTS IN 5L CONTAINERS WITH THE WITH THE FOLLOWING ACTIVE INGREDIIENTS, IN 5I CONTAINERS.</p> <ul style="list-style-type: none"> <li>• Imazapyr (Imidazline) - 100g/l</li> </ul>		BAG	
3		<p>A NON-SELECTIVE FOLIAR, SYSTEMATIC HERBICIDE FOR THE CONTROL OF GRASSES AND BROADLEAF WEEDS IN 20L CONTAINERS WITH THE FOLLOWING ACTIVE INGREDIENTS,</p> <ul style="list-style-type: none"> <li>• glyphosate (glycine) – 480g/l</li> </ul>		EA	

4	30002390	A SYSTEMIC, READY TO USE PAINT ON GEL HERBICIDE FOR THE TREATMENT OF UNWANTED TREES AND SHRUBS IN 1KG BUCKETS WITH THE FOLLOWING ACTIVE INGREDIENTS- KAPUT <ul style="list-style-type: none"> <li>• picloram 54g/kg</li> <li>• triclopyr 36g/kg</li> </ul>		KG		
5	30000294	A NON-SELECTIVE ROOT ABSORBED GRANULAR HERBICIDE WITH EXTENDED RESIDUAL ACTION FOR CONTROL OF UNDESIRABLE VEGETATION ON INDUSTRIAL SITES SUCH AS RIAL YARDS, SUB-STATIONS, ETC IN 25KG BAGS WITH THE FOLLOWING ACTIVE INGREDIENTS <ul style="list-style-type: none"> <li>• bromacil 50g/kg</li> <li>• tebuthiumron 50g/kg</li> </ul>		KG		
					<b>Total Price</b>	
					<b>Vat</b>	
					<b>Total price Incl Vat</b>	

**SECTION 4 - SUPPLY AND DELIVERY OF HARDWARE MATERIALS:**

**SUB-SECTION A :PAINT BRUSH**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price	
1	30000580	PAINT BRUSH 12MM(HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
2	30000630	PAINT BRUSH 19MM(HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
3	30001583	PAINT BRUSH 25MM (HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
4	30000636	PAINT BRUSH 38MM(HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
5	30000628	PAINT BRUSH 50MM(HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
6	30001569	PAINT BRUSH 75MM,(HAMILTON/UTILITY) BRENDDED BRISLTE		EA		
7	30000697	PAINT BRUSH 100MM (HAMILTON/UTILITY) BRENDDED BRISLTE		EA		
8	30000684	PAINT BRUSH 125MM(HAMILTON/UTILITY) BRENDDED BRISTLE		EA		
					<b>Total Price</b>	
					<b>Vat</b>	
					<b>Total price Incl Vat</b>	

<b>SUB SECTION B: CEMENT, WHEELBARROW, PAINT AND THINNERS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30000280	CEMENT PORTLAND ( CEMI 32,5 ) 50 KG		BAG	
2	30000289	CONCRETE CONDUCTIVE ( 25 KG BAGS )		BAG	
	30002062	CEMENT QUICK DRY DURAREP 180 GREY (25kg)		BAG	
3	30002061	ANTI FREEZE 1LT		EA	
4	30001643	WHEELBARRO CONCRETE LASHER H/DUTY(81049)		EA	
5	30001644	WHEELBARROW FLAT PAN LASHER H/DUTY SABS		EA	
6	30001534	THINNERS LACQUER		TN	
7	30001537	PAINT WHITE BROKEN PVA (5LT) EPL 314		TN	
8	30001540	PAINT WHITE GLOSS (5LT)PLASCON		TN	
	30001530	PAINT WHITE PVA (5LT) EPL 30		TN	
	30001539	PAINT UNDERCOAT UNIVERSAL (5LT)		TN	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION C: NYLON HEADS METAL, BRUSHCUTTER NYLON, HARNESSSES AND SHIN GUARDS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30002291	BRUSHCUTTER HARNESSSES		EA	
2	30000587	NYLON BRUSHCUTTER 3,5MM 2,5KG SPEED		ROL	
3	30002500	NYLON HEADS METAL		EA	
4	30000863	SHIN GUARDS(BRUSHCUTTER)		PAA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION D: GARDEN TOOLS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	30001637	FORKS GARDEN LASHER		EA	
2	30001626	GARDEN SPADE LASHER		EA	
3	30001533	HANDLE BROOM 1200 X 22MM, REF,40008		EA	
4	30001527	BROOM PLATFORM WITH HANDLE 450 REF 17303		EA	
5	30001529	HANDLE PICK (POLY HANDLE)		EA	
6	30000827	KNIFE CANE WITH HOO LASHER		EA	
7	30001628	PICK HEADS LASHER		EA	
8	30001627	RAKES PLASTIC		EA	
9	30000277	RAKES GARDEN LEAF METAL		EA	
10	30001635	RAKES GARDEN RUBBER		EA	
11	30001642	RAKES GARDEN STEEL LASHER		EA	
12	30001631	SHOVEL SQUARE MOUTH LASHER		EA	
13	30001630	SHOVELS ROUND NOSE LASHER		EA	

14	30000823	SLASHERS GRASS POLYHANDLE		EA	
15	30000607	CHAMOIS LEATHER		EA	
16	30002548	BUCKET BUILDERS		EA	
17	30000820	GLOVES GARDENING HOUSEHOLD		PAA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION E: WIRE EXTENSION CORDS</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1	10000842	WIRE EXTENSION CORD 5 METRES		EA	
2	10000840	WIRE EXTENSION CORD 15 metre,		EA	
3	10001585	WIRE EXTENSION CORD 10 metre,		EA	
4	10000928	WIRE EARTH BARE COPPER 70MM SQ		M	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

**SECTION 5 – SUPPLY AND DELIVERY OF REFRESHMENTS AND SUNDRY ITEMS:**

<b>REFRESHMENTS</b>
---------------------

<b>SUB SECTION A: TEA AND COFFEE</b>					
Item No.	Material	Material Description	Brand Offered	Unit of Measure	Unit Price
1		FIVE ROSES TEA , 200 TAGLESS TEABAGS		PKT	
2		FIVE ROSES ROOIBOS ENVELOPE TEA BAGS X 1,8G 200		PKT	
3		NESCAFE GOLD BLEND COFFE STICK SACHETS (200)		PKT	
4		NESCAFE CLASSIC COFFEE 1KG		EA	
5		JACOBS KRONUNG REGULAR /MILD COFFEE 200G		EA	
				<b>Total Price</b>	
				<b>Vat</b>	
				<b>Total price Incl Vat</b>	

<b>SUB SECTION B: SUGAR, MILK AND CAKES</b>					
Item No.	Material	Material Description	Brand Offered	Unit of Measure	Unit Price
1		HULLETTS WHITE SUGAR 5 KG		EA	
2		HULLETTS BROWN SUGAR 5 KG		EA	
3		CANDEREL SWEETNER SACHETS (1X1000'S)		EA	
4		HONEY 500GR		EA	
5		FRESH FULL CREAM MILK BOTTLE 1 LT		EA	
6		CREMORA SACHET STICKS 200		BOX	
7		EET-SUM-MOR BISCUIT 12X200 GR		EA	
8		TENNIS 200G		EA	

9		CHOICE ASSORTED BISCUIT 200GR		EA	
10		LEMON CREAM BISCUIT 200G		EA	
11		ROYAL CREAM BISCUIT 280G		EA	

**Total Price**  
**Vat**  
**Total price Incl Vat**

**SUB SECTION C: JUICE, WATER AND COLD DRINKS**

Item No.	Material	Material Description	Brand Offered	Unit of Measure	Unit Price
1		HALLS FRUIT JUICE ASSORTED FLAVOUR (5L)		EA	
2		OROS VARIOUS FLAVOUR SQUASH 5LT		EA	
3		LEMON JUICE 500ML		EA	
4		STILL WATER BOTTLED 500ML		EA	
5		SPARKLING WATER BOTTLED 500ML		EA	
6		POWERAGE ASSORTED FLAVOURS 500ML		EA	
7		LIQUI FRUIT 330ML		EA	
8		COKE ORIGINAL 330ML		EA	
9		CREAM SODA CANS 300ML		EA	
10		SPARBERRY CANS 300ML		EA	
11		LIPTON CANS 300ML		EA	
12		FANTA GRAPE/ORANGE CANS 330ML		EA	

**Total Price**  
**Vat**  
**Total price Incl Vat**

**SECTION 6 - SUPPLY AND DELIVERY OF STANDARD SERVICE PARTS (SERVICE KIT)**

**SUB SECTION A**

**NISSAN**

**NISSAN DIESEL AND PETROL YEAR MODELS FROM 1994 TO 2019 (Pick up, Dropside, Tipper, Truck tractor, Sedan closed top, Combi / Micro bus / Minibus and Station wagon etc.)**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1		<b>FILTER AIR,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CARBON DEPOSIT		EA	
2		<b>FILTER OIL,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CONTAMINATION AND EXTEND ENGINE LIFETIME		EA	
3		<b>FUEL FILTER,</b> DEVICES THAT FILTER DUST AND RUST PARTICLES OUT OF FUEL TO AVOID RUNNING ISSUES		EA	

4		<b>SPARK PLUGS,</b> DEVICES THAT SPARK ELECTRIC CURRENTS IN THE COMBUSTION CHAMBER TO START DIESEL ENGINES		EA	
5		<b>BRAKES AND BRAKES PADS,</b> DISCS AND STEEL-BACKED PLATES THAT CREATE FRICTION TO REDUCE VEHICLE SPEED		EA	
6		<b>BULBS,</b> LIGHTBULBS FOR THE HEADLIGHTS, TAILLIGHTS, FOG LIGHTS, SIGNAL LIGHTS AND BTRAKE LIGHTS		EA	
7		<b>WIPER BLADES,</b> LEGALLY-REQUIRED WINDSCREEN WIPERS TO REMOVE RAIN , SNOW AND ICE FROM THE WIND SCREEN		EA	
8		<b>ANTIFREEZE,</b> AN ETHYLENE-GLYCOL-BASED LIQUID THAT BLOWERS THE FREEZING POINT OF WATER IN THE CAR RADIATOR TO AID HEAT TRANSFER AND PROTECT AGAINST CORROSION		L	

<b>Total Price</b>	
<b>Vat</b>	
<b>Total price Incl Vat</b>	

**SUB SECTION B**

**MAZDA**

<b>MAZDA DIESEL AND PETROL YEAR MODELS FROM 1987 TO 2006 (Pick up, Sedan closed top etc.)</b>					
Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1		<b>FILTER AIR,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CARBON DEPOSIT		EA	
2		<b>FILTER OIL,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CONTAMINATION AND EXTEND ENGINE LIFETIME		EA	
3		<b>FUEL FILTER,</b> DEVICES THAT FILTER DUST AND RUST PARTICLES OUT OF FUEL TO AVOID RUNNING ISSUES		EA	
4		<b>SPARK PLUGS,</b> DEVICES THAT SPARK ELECTRIC CURRENTS IN THE COMBUSTION CHAMBER TO START DIESEL ENGINES		EA	
5		<b>BRAKES AND BRAKES PADS,</b> DISCS AND STEEL-BACKED PLATES THAT CREATE FRICTION TO REDUCE VEHICLE SPEED		EA	
6		<b>BULBS,</b> LIGHTBULBS FOR THE HEADLIGHTS, TAILLIGHTS, FOG LIGHTS, SIGNAL LIGHTS AND BTRAKE LIGHTS		EA	
7		<b>WIPER BLADES,</b> LEGALLY-REQUIRED WINDSCREEN WIPERS TO REMOVE RAIN , SNOW AND ICE FROM THE WIND SCREEN		EA	

8		<b>ANTIFREEZE,</b> AN ETHYLENE-GLYCOL-BASED LIQUID THAT BLOWERS THE FREEZING POINT OF WATER IN THE CAR RADIATOR TO AID HEAT TRANSFER AND PROTECT AGAINST CORROSION		L	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

**SUB SECTION C**

**ISUZU**

**ISUZU DIESEL AND PETROL YEAR MODELS FROM 1990 TO 2018 (Pick up, Drop side, Tipper, Van panel, Compactor body, Skeletal, Equipment platform / low bed, Tanker etc)**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1		<b>FILTER AIR,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CARBON DEPOSIT		EA	
2		<b>FILTER OIL,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CONTAMINATION AND EXTEND ENGINE LIFETIME		EA	
3		<b>FUEL FILTER,</b> DEVICES THAT FILTER DUST AND RUST PARTICLES OUT OF FUEL TO AVOID RUNNING ISSUES		EA	
4		<b>SPARK PLUGS,</b> DEVICES THAT SPARK ELECTRIC CURRENTS IN THE COMBUSTION CHAMBER TO START DIESEL ENGINES		EA	
5		<b>BRAKES AND BRAKES PADS,</b> DISCS AND STEEL-BACKED PLATES THAT CREATE FRICTION TO REDUCE VEHICLE SPEED		EA	
6		<b>BULBS,</b> LIGHTBULBS FOR THE HEADLIGHTS, TAILLIGHTS, FOG LIGHTS, SIGNAL LIGHTS AND BTRAKE LIGHTS		EA	
7		<b>WIPER BLADES,</b> LEGALLY-REQUIRED WINDSCREEN WIPERS TO REMOVE RAIN , SNOW AND ICE FROM THE WIND SCREEN		EA	
8		<b>ANTIFREEZE,</b> AN ETHYLENE-GLYCOL-BASED LIQUID THAT BLOWERS THE FREEZING POINT OF WATER IN THE CAR RADIATOR TO AID HEAT TRANSFER AND PROTECT AGAINST CORROSION		L	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

**SUB SECTION D**

**FORD**

**FORD DIESEL AND PETROL YEAR MODELS FROM 1993 TO 2017 (Fire engine, Tractor, Sedan closed top, Pick up, Hatch back, Station wagon etc.)**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1		<b>FILTER AIR,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CARBON DEPOSIT		EA	
2		<b>FILTER OIL,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CONTAMINATION AND EXTEND ENGINE LIFETIME		EA	
3		<b>FUEL FILTER,</b> DEVICES THAT FILTER DUST AND RUST PARTICLES OUT OF FUEL TO AVOID RUNNING ISSUES		EA	
4		<b>SPARK PLUGS,</b> DEVICES THAT SPARK ELECTRIC CURRENTS IN THE COMBUSTION CHAMBER TO START DIESEL ENGINES		EA	
5		<b>BRAKES AND BRAKES PADS,</b> DISCS AND STEEL-BACKED PLATES THAT CREATE FRICTION TO REDUCE VEHICLE SPEED		EA	
6		<b>BULBS,</b> LIGHTBULBS FOR THE HEADLIGHTS, TAILLIGHTS, FOG LIGHTS, SIGNAL LIGHTS AND BRAKE LIGHTS		EA	
7		<b>WIPER BLADES,</b> LEGALLY-REQUIRED WINDSCREEN WIPERS TO REMOVE RAIN , SNOW AND ICE FROM THE WIND SCREEN		EA	
8		<b>ANTIFREEZE,</b> AN ETHYLENE-GLYCOL-BASED LIQUID THAT LOWERS THE FREEZING POINT OF WATER IN THE CAR RADIATOR TO AID HEAT TRANSFER AND PROTECT AGAINST CORROSION		L	
<b>Total Price</b>					
<b>Vat</b>					
<b>Total price Incl Vat</b>					

**SUB SECTION E**

**TOYOTA**

**TOYOTA, DIESEL AND PETROL YEAR MODELS FROM 1989 TO 2018 (Pick up, Tipper, Dropside, Sedan closed top, Hatch back, Combi / Micro bus / Minibus, Station wagon, Tipper etc.)**

Item No.	Material	Material Description	Equivalent Brand Offered	Unit of Measure	Unit Price
1		<b>FILTER AIR,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CARBON DEPOSIT		EA	

2	<b>FILTER OIL,</b> DEVICES THAT FILTER IMPURITIES FROM THE ENGINE OIL TO PREVENT CONTAMINATION AND EXTEND ENGINE LIFETIME		EA	
3	<b>FUEL FILTER,</b> DEVICES THAT FILTER DUST AND RUST PARTICLES OUT OF FUEL TO AVOID RUNNING ISSUES		EA	
4	<b>SPARK PLUGS,</b> DEVICES THAT SPARK ELECTRIC CURRENTS IN THE COMBUSTION CHAMBER TO START DIESEL ENGINES		EA	
5	<b>BRAKES AND BRAKES PADS,</b> DISCS AND STEEL-BACKED PLATES THAT CREATE FRICTION TO REDUCE VEHICLE SPEED		EA	
6	<b>BULBS,</b> LIGHTBULBS FOR THE HEADLIGHTS, TAILLIGHTS, FOG LIGHTS, SIGNAL LIGHTS AND BRAKE LIGHTS		EA	
7	<b>WIPER BLADES,</b> LEGALLY-REQUIRED WINDSCREEN WIPERS TO REMOVE RAIN , SNOW AND ICE FROM THE WIND SCREEN		EA	
8	<b>ANTIFREEZE,</b> AN ETHYLENE-GLYCOL-BASED LIQUID THAT LOWERS THE FREEZING POINT OF WATER IN THE CAR RADIATOR TO AID HEAT TRANSFER AND PROTECT AGAINST CORROSION		L	

<b>Total Price</b>	
<b>Vat</b>	
<b>Total Price Incl Vat</b>	

**SIGNED ON BEHALF OF THE TENDERER:**

Name of Tenderer: .....

Name of Signatory: .....

Capacity of Signatory.....

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**DATA SHEET 1: INVITATION TO BID DOCUMENT**

**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	CONTRACT No. SS 80 OF 2021	CLOSING DATE:	14 JUNE 2021	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR SPARES & SUNDRY ITEMS				
<b>THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM</b>					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT:

FOYER, GROUND FLOOR
CITY HALL
169 CHIEF ALBERT LUTHULI STREET (FORMERLY COMMERCIAL ROAD)
PIETERMARITZBURG
3201

**SUPPLIER INFORMATION**

NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF TENDERER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM UNIT	CONTACT PERSON	SIBUSISO MKHIZE
CONTACT PERSON	VUYANI MSIMANG	TELEPHONE NUMBER	033 392 2217
TELEPHONE NUMBER	033 – 392 2807	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	086 770 2980	E-MAIL ADDRESS	SEE BELOW:
E-MAIL ADDRESS	Vuyani.msimang@msunduzi.gov.za	<a href="mailto:Sibusiso.mkhize@msunduzi.gov.za">Sibusiso.mkhize@msunduzi.gov.za</a>	

**PART B**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	TENDERERS 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	TENDERERS 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 TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
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
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**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 TENDERER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT**

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

.....

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

Full Name of Signatory: .....

Capacity of Signatory: .....

Signature: .....

Date: .....

**Witnesses:-**

(1) Full Name: .....

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

(2) Full Name: .....

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

\* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

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

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

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

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

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

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

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



**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**DATA SHEET 5: DECLARATION OF MUNICIPAL FEES**

I/We do hereby declare that the Municipal Fees of \_\_\_\_\_  
is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded  
with the Municipality to pay the said Fees:-

**Description**

**Account No.**

Electricity \_\_\_\_\_

Water \_\_\_\_\_

Rates \_\_\_\_\_

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the  
Council may take such remedial action as it required, including termination of contract, and any  
income due to the Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

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

Physical Address.....

.....

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**DATA SHEET 6: DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)

.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars:.....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

I, the undersigned (Name) .....

.....

certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, the undersigned (Name) .....

.....

certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

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

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

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

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

\* Delete if not applicable

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

**\*YES / NO**

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

.....  
.....

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

**\*YES / NO**

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

2.2 If yes, provide particulars.

.....  
.....

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

**\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

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

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**TENDER FORM**

The Municipal Manager  
City Hall  
PIETERMARITZBURG  
3201

Sir,

Having examined the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Standard Conditions of Tender, Standard Conditions of Contract, Legislation and Specification, save as amended by any modifications under Annexure "A" hereto, for the rates/prices as set out in the Pricing Schedule hereto.

I/We are registered VAT vendors and the total amount above **EXCLUDES VAT.**

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

(Enter Nil if no affiliations)

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

\_\_\_\_\_

(Enter Nil if no affiliations)

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

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

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

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

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

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

I/We understand that the Council is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender received.

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

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

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

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

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

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

**THE MSUNDUZI MUNICIPALITY**

**ALTERATIONS BY TENDERER**

Should the Tenderer desire to make any departures from or modifications to the Standard Conditions of Contract or Specification, or to qualify his/her tender in any way, he/she shall set out his/her proposals clearly hereunder or, alternatively, state them in a covering letter attached to his/her tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

If no departures or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

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

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)**

**SECTION 37(1)**

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

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

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

**SECTION 37(2)**

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

**ACCEPTANCE BY MANDATORY**

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

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

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

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

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

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

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

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

(on behalf of PRINCIPAL CONTRACTOR)

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

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

(CLIENT- Msunduzi Municipality)

Print Name: \_\_\_\_\_

(Name of CLIENT Representative)

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim in regards to preferences, in any manner required by the purchaser.

## DEFINITIONS

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

## 2. POINTS AWARDED FOR PRICE

### 2.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where:-

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bi

### 3. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

### 4. BID DECLARATION

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

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

5.1 B-BBEE Status Level of Contributor: ..... = .....

*(Maximum of 10 or 20 points)*

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)*

### 6. SUB-CONTRACTING

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1.1 If yes, indicate:

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

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

.....

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

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

**7. DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

**7.4 TYPE OF COMPANY/ FIRM**

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

***[TICK APPLICABLE BOX]***

**7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**7.6 COMPANY CLASSIFICATION**

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

***[TICK APPLICABLE BOX]***

**7.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: .....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**WITNESSES:**

1. .... 2.  
 .....

.....  
**SIGNATURE(S) OF BIDDER(S)**

**DATE:** .....

**ADDRESS:** .....

.....  
 .....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

- I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_% black owned;
  - The enterprise is \_\_\_\_\_% black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise that I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Commissioner of Oaths Signature & Stamp**

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT No. 80 OF 2021

SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS

TAX CLEARANCE CERTIFICATE

Please attach hereto an Original Valid Tax Clearance Certificate and Tax Compliance Status Verification Pin issued by SARS as required in terms of Regulation 16 of the Preferential Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT No. 80 OF 2021

SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

Please attach hereto a certified copy of the B-BBEE Status Level Verification Certificate as required in terms of Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT No. 80 OF 2021

SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the  
Companies and Intellectual Property Commission  
(CIPC)

**THE MSUNDUZI MUNICIPALITY**

**SUPPLY AND SERVICES CONTRACT No. 80 OF 2021**

**SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS**

**CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

Please attach hereto proof of registration with the  
Central Supplier Database (CSD)

THE MSUNDUZI MUNICIPALITY

SUPPLY AND SERVICES CONTRACT No. 80 OF 2021

SUPPLY AND DELIVERY OF STATIONERY, TOOLS & EQUIPMENTS, CLEANING  
DETERGENTS, WEED KILLING & POOL CHEMICALS AND REFRESHMENTS, MOTOR  
SPARES & SUNDRY ITEMS

COMPACT DISC (CD) OR USB-FLASH DRIVE

Please attach hereto a scanned copy of the tender document on either a Compact Disc (CD) or USB-Flash Drive

