



# WITZENBERG

Municipality • Munisipaliteit • UMasipala Wase

Reference/ Verwysing/ iRef: 08/2/23/93  
Enquiries/ Navrae/ Imibuzo: S Mentor

**24 April 2026**

## **TO WHOM IT MAY CONCERN**

Dear Sir/ Madam

### **REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS:**

**(Over R30 000.00 up to a transaction value of R300 000.00 VAT included)**

Kindly furnish us with a written quotation for the supply of the following:

### **SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES.**

This bid document must be placed in a sealed envelope. The following particulars must appear on the outside of the envelope: **“BID 08/2/23/93: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES, the name and address of the bidder and the closing date of this bid.** The sealed envelope must be put in the bid box located at the entrance of the Witzenberg Municipal Head Office, 50 Voortrekker Street, Ceres by no later than **at 08 May 2026 at 10:00**. The bid box is generally open 24 hours a day, 7 days a week. Telephonic, facsimile, electronic/ e-mailed and late bids will not be accepted. Bids may only be submitted on the bid documentation as provided by the municipality.

The following conditions will apply

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- This quotation will be evaluated in terms of the 80/20 preference point system.
- The bids are subject to the Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452. These conditions are available on request.
- The successful provider will be the one scoring the highest points.
- Payments to the successful bidder in terms of this contract will be processed within 30 days after receipt of a valid tax invoice for goods and/or services rendered to the satisfaction of the municipality.
- The checklist at the back of the bid document must be completed and adhered to.

**NB: No quotations will be considered from persons in the service of the state as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations dated 30 May 2005)**

Failure to comply with these conditions may invalidate your offer.

Yours faithfully

**D NASSON  
MUNICIPAL MANAGER**

**REQUEST FOR A FORMAL WRITTEN PRICE QUOTATION**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY**

**BID NUMBER:** 08/2/23/93

**CLOSING DATE:** 08 May 2026

**CLOSING TIME:** 10:00

**DESCRIPTION: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING, CERES**

The following conditions to bid exist:

(Failure to comply may result in your bid being disqualified)

1. Bidders should ensure that bids are delivered timeously to the correct address as indicated below. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week. **Telephonic, facsimile, electronic/mailed and late bids will not be accepted.**
2. All prices must **include VAT**.
3. Bids will be evaluated according to the 80/20 points system as stipulated in the Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452. The following points system will be applicable:
  - Price – 80 points**
  - BBBEE level Status– 10 points**
  - Locality of enterprise – 10 points**
  - Total points – 100 points**
4. Bidders are required to submit Proof of Locality for the registered office - the office of a company registered as required by Section 23 of the Companies Act (71 of 2008) and for a sole proprietorship it shall be the proven residential address of the owner or the proven residential address of majority partner of the business (the proven residential address to be determined through any one of the following: municipal account address, bank account address or SARS address confirmation for a sole proprietorship. If any of the municipal account address, bank account address or SARS address differs, as included in the bidders' submission, the furthest address from our municipal main office shall be regarded as the registered office.
5. An original or certified copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points.
6. Bid documents can be obtained during office hours from Monday to Thursday: 8h30 -13h00 and 13h45 - 15h30 and Fridays: 8h30 – 13h00 and 14h00 – 14h30 from the Witzenberg Municipality, Supply Chain Unit, Drommedaris Street, Ceres at a cost of **R 50.00 per set**. The bid documents are also available on our website at <http://www.witzenberg.gov.za/resource-category/tenders?category=92>
7. The bids will be opened in the Council Chambers, Municipal Offices, 50 Voortrekker Street, Ceres in public immediately after the closing time at 10:00.
8. The bid must be properly received in a sealed envelope which must clearly indicate the description of the bid, the bid number and the name and postal address of the bidder on the outside of the sealed envelope. Unmarked bids will not be taken into consideration and will be returned.
9. The lowest or any bid shall not necessarily be accepted and the Municipality reserves the right to accept any part of the bid.
10. **Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.**
11. Do not dismember this Bid Document (do not take it apart or put documents between its pages).
12. All other documents of the submission must be **attached behind** this bid document.
13. The bidder must complete the checklist at the back of this bid document.
14. **Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 27636 DATED 30 MAY 2005)**

**SUBMISSION DETAILS**

<p><b>SUBMISSION OF BID DOCUMENTS: TO BE DEPOSITED IN:</b></p> <p>The bid box at the entrance of the Municipal Offices of Witzenberg Municipality 50 VOORTREKKER STREET, CERES</p>
<p><b>CONTACT DETAILS FOR ENQUIRIES:</b></p> <p>Ms S Mentor Tel: (023) 312-1765: Email: <a href="mailto:supplychain@witzenberg.gov.za">supplychain@witzenberg.gov.za</a></p>

**D NASSON**  
**MUNICIPAL MANAGER**

**WITZENBERG MUNICIPALITY  
TERMS OF REFERENCE (TOR)**

**1. SCOPE**

**1.1 Purpose**

Bids are hereby invited for the **SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES**

The scope comprises of the following:

1. **A municipal building (rental house) in Nduli is being renovated. Building material is needed for the project.**

**1.2 Background and description of project**

Witzenberg Municipality includes the following towns and rural areas:

- Ceres;
- Prince Alfred's Hamlet;
- Op-die-berg;
- Tulbagh; and
- Wolseley

**1.4 Special Conditions of Contract**

- 1.4.1 Written confirmation that SANS approved materials are being quoted for.
- 1.4.2 Minimum of 2x deliveries of all materials to Ceres, Pine Forest.
- 1.4.3 Delivery of materials to be within 10 working days after the bidder has received an official order.
- 1.4.4 Penalties of R500 per week may be implemented for late delivery after 10 working days.
- 1.4.5 Prices quoted on the tender must also be inclusive of possible market related price increases.
- 1.4.6 The municipality reserves the right to reduce the scope of work.
- 1.4.7 **Quality and Compliance**  
All materials supplied under this Contract shall be new, unused, and of the highest quality, and shall comply fully with the specifications and all relevant SANS standards. Materials shall be free from defects, damage, or deterioration.
- 1.4.8 **Warranty Period**  
The Supplier warrants that all materials supplied shall be free from defects in materials, and manufacture for a period of **12 (twelve) months** from the date of delivery.

**EVALUATION CRITERIA**

This bid will be evaluated according to the criteria and weight given in the table below:

<b>Evaluation Criteria</b>	<b>Points</b>
<b>2.1 Price</b>	80
<b>2.2 B-BBEE Level Status</b>	10
<b>2.3 Locality of Enterprise</b>	10
<b>Total Points on offer</b>	<b>100</b>

Bids will be evaluated and awarded as a whole and not per item.



**WITZENBERG MUNICIPALITY  
Technical Specifications**

**BID 08/2/23/93: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES**

The following minimum specifications must be complied with and clearly marked to serve as confirmation:

No.	Description	Compliance to specifications, mark in X YES column, if not X in NO column		
		YES	NO	If compliant but slightly deviate: State deviation. (If not sufficient space, attached annexure of deviation)
<b>1</b>	<b>Supply &amp; Delivery of Aluminium Windows</b>			
1.1	Supply and deliver <b>8 (eight) aluminium windows</b> , size <b>1200 mm (W) x 1200 mm (H)</b> , type <b>Top Hung (PT1212)</b> , in <b>charcoal powder-coated finish with 3 x flat bars at opening.</b>			
1.2	<b>Windows shall be:</b>			
1.2.1.	Manufactured from high-quality extruded aluminium profiles in accordance with SANS 1796 and SANS 1510 standards			
1.2.2.	Glazed with 6mm clear float glass (or as specified), complying with SANS 1263.			
1.2.3.	Complete with all necessary handles, hinges, stays, locks, and weather seals to ensure smooth operation and weatherproof performance.			
1.2.4.	Finish: Charcoal anodized or powder-coated, corrosion-resistant and suitable for exterior installation.			
1.2.5.	All units to be supplied pre-assembled and ready for installation.			
1.2.6.	Windows must include aluminium sub-frames or fixing lugs where required to suit existing openings.			
2.	<b>Supply &amp; Delivery of ROK Bricks</b> Supply and deliver 5 400 (five thousand four hundred) ROK clay face bricks (Red/ROK colour or as specified) suitable for exterior and interior wall construction.			
2.1	<b>Bricks shall:</b>			
2.1.1.	Be <b>first-grade quality</b> , uniform in colour, size, and shape, free from cracks, chips, and other defects.			
2.1.2.	Comply with the requirements of <b>SANS 227: Burnt Clay Masonry Units</b>			
2.1.3.	Have a minimum compressive strength of <b>10 MPa</b> (Class FBA or as specified).			
2.1.4.	Be suitable for use in <b>cavity wall and solid wall construction.</b>			
2.1.5.	Delivered <b>palletized and shrink-wrapped</b> to prevent damage and contamination.			
2.1.6.	Include all handling and delivery to the specified site.			
2.1.7.	<b>Colour/Type: Red ROK Brick.</b>			
2.2	<b>Supply &amp; Delivery of Butterfly Wall Ties</b> Supply and deliver <b>butterfly-type wall ties</b> suitable for use in <b>cavity wall construction.</b> Wall ties shall:			
2.2.1	Be manufactured from <b>galvanized mild steel wire</b> , minimum diameter <b>4 mm</b> , or <b>stainless steel (Grade 304)</b> where specified.			
2.2.2.	Comply with <b>SANS 28</b> and <b>SANS 1705</b> standards.			

2.2.3.	Be of <b>butterfly pattern</b> , designed to securely bond the two leaves of cavity walls.			
2.2.4.	Installed at <b>maximum 600 mm horizontal</b> and <b>450 mm vertical</b> centres, with additional ties within <b>300 mm of wall openings and corners</b> .			
2.2.5.	Packed and supplied in bundles for ease of handling and counting.			
2.3	<b>Supply &amp; Delivery of Brickforce Reinforcement</b> Supply and deliver <b>galvanized mild steel brick reinforcement (brickforce)</b> for masonry wall construction. Brickforce shall:			
2.3.1.	Be <b>two parallel 2.8 mm diameter wires</b> joined by flattened cross wires at <b>16 mm centres</b> , forming a ladder-type configuration.			
2.3.2.	Be <b>galvanized to SANS 920</b> to resist corrosion.			
2.3.3.	Supplied in <b>20 m rolls, 75 mm or 150 mm width</b> as required to suit brickwork.			
2.3.4.	Placed in every <b>second or third course of brickwork</b> , or as directed by the engineer, to control cracking and improve stability.			
2.3.5.	Overlapped by at least <b>150 mm</b> at joints and fully embedded in mortar.			
3.	<b>Supply &amp; Delivery of Roof Materials</b>			
3.1	Supply & Deliver Bracing Strap with holes (30m) 24mm <b>x2 total of 60m</b>			
3.2	Supply & Deliver Connector Plates(Gangnail) 100mm x 200mm ( <b>44No. in total</b> )			
3.3	Supply & Delivery of IBR Galvanised 0.47mm 10.5m 686 Roof sheets ( <b>22No. in Total</b> )			
3.4	<b>Supply &amp; Delivery of Roof Timber Battens</b> Supply and deliver <b>roof timber battens</b> , size <b>50 mm x 38 mm</b> , length <b>4,2 m</b> , suitable for supporting roof covering. (110No. in Total). Timber battens shall:			
3.4.1.	Be manufactured from <b>SABS-approved softwood or treated pine</b> , kiln-dried and free from knots, splits, warping, or other defects affecting strength.			
3.4.2.	Treated for <b>protection against termites and fungal decay</b> according to <b>SANS 10005</b> standards for structural timber.			
3.4.3.	Smooth-planed on all sides to ensure uniform contact with roofing material.			
3.4.4.	Delivered <b>bundled and labelled</b> for ease of handling and installation.			
3.4.5.	Installed perpendicular to rafters/trusses at <b>manufacturer's recommended spacing</b> for the selected roof covering.			
3.5	<b>Supply &amp; Delivery of Roof Beams (228mm x 50mm) 22No. in total</b> Roof beams shall:			
3.5.1.	Be manufactured from <b>SABS-approved softwood or treated pine</b> , kiln-dried and free from significant knots, splits, warping, or other defects affecting structural performance.			
3.5.2.	Treated for <b>protection against termites, fungal decay, and weathering</b> in accordance with <b>SANS 10005</b> for structural timber.			
3.5.3.	Accurately cut to required lengths and labeled for ease of installation.			
3.5.4.	Delivered to site <b>ready for installation</b> , including all necessary handling and storage to prevent damage.			
3.5.5.	Designed to <b>support roof loads</b> as per structural engineer's specifications, with proper bearing on walls or trusses.			
3.6.	Supply & Delivery of Nail Wire 75mm 1Kg (24Kg in total)			
3.7.	Supply & Delivery M12mm x 300mm Galvanised Steel Hex Head Bolt (11No. in total)			
3.8	Supply & Deliver Tek Screw Class 4, 5.5 x 90mm with rubber washers (2500No. in total)			
3.9.1	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 2700mm) (8No. in Total)			

3.9.2	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 3000mm) (4No. in Total)			
3.9.3	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 3600mm) (28No. in Total)			
3.9.4	Supply & Delivery Cove Rhino Cornice 3000 x 25 x 75 mm (42No. in Total)			
3.10	Supply & Delivery of Nail Wire 125mm 2Kg			
3.11	Supply & Delivery of Nail Wire 100mm 2Kg			
3.12	Supply & Delivery Doorframe Anchors (32 x 140mm frame fixing nail in anchors with plugs) 32No. in total			
3.13	Supply & Delivery Aluminum frame Anchors (80 x 60mm x 6mm frame fixing nail in anchors with plugs) 80No. in total for windows			
3.14	Supply & Delivery SA Pine Cover strips 8mmx 44mm x 3000mm (52No. in total)			
3.15	Supply & Delivery Steel Nails 75mm x 3,2mm (2Kg)			
3.16	Supply & Delivery Steel Nails 55mm x 6mm (2 x 120pk)			
3.17	Supply & Delivery of Concrete Drill Bits (2 x 6mm x 100mm)			
3.18	Supply & Delivery of Steel Drill Bits (2 x 6mm x 100mm)			
3.19	Supply & Delivery of Magnetic Nutsetter 1No. 50mm Classic Bit 2CD			
3.20	Supply & Delivery of 2No. 75mm Holderbats for PVC Downpipe			
3.21	Supply & Delivery of Coarse Thread Drywall Screw 4x 500-Piece Set, 3.5 mm x 41 mm Size (2000No. in total)			
3.22	Supply & Delivery of Pipes Vynadeep Gutter White 6000 mm (2No. in total)			
3.23	Supply & Delivery of Pipes Vynadeep Gutter White 3000 mm (1No. in total)			
3.24	Supply & delivery of PVC Gutter Union Clips ( 5No. in total )			
3.25	Supply & Delivery of Vynadeep Downpipe Standard 3m (1No. in total)			
3.26	Supply & Delivery of Vynadeep Shoe (1No. in total)			
3.27	Supply & Delivery of Vynadeep Stop end (2No. in Total)			
3.28	Supply & Delivery of Fibre Cement Fascia Board 225mm x 12mm x 3000mm (5No. in total)			
3.29	Supply & Delivery of Fascia Joiner Plastic - 225mm x 12mm (4No. Total)			
3.30	Supply & Delivery of Fibre Cement Barge Board 80mm x 200mm x 3000mm socketless (8 No. in total)			
3.31	Supply & Delivery of Dampcourse DPC 300mmW x 40m 375 micron (1No. in total)			
3.32	Supply & Delivery of Insulation 1,25 x 40m double sided (3No. in total)			
3.33	Supply & Delivery of Internal Air Ventilation Covers (10No. in total)			
3.34	Supply & Delivery of External Air Ventilation Covers (10No. in total)			
<b>4.</b>	<b>Plumbing Materials</b>			
4.1	Supply & Delivery of Cistern White 9L (Cistern Plastic LL White ELF 9 L: Low-level plastic cistern in white, 9 L capacity) (2No. in total) Bottom Inlet. Close Couple			
4.2	Supply & Delivery Flex Braided 15mmx 350mm Female – Female (4No. in total)			
4.3	Supply & Install Basin + <b>Vanity Cabinet Combo White 550 mm complete (2no. In total)</b>			
4.4	Supply and deliver basin mixer tap (5year warranty) 2No. in Total			

4.5	Supply & Delivery of Waste Basin Universal Coupling (2No. in total)			
4.6	Supply & Delivery of Basin Trap 32mm x 38mm DB1A (2No. in total)			
4.7	Supply & Delivery of Fixation Bolts for Basin (2No. of Pairs in Total)			
4.8	Supply & Delivery of Toilet Seat Lux 2000 (2NO. In Total)			
4.9	Supply & Delivery of PVC Pipe 40mm (White) x 6m E-Spec			
4.10	Supply & Delivery of 40mm 87,5° Bend PL (6No. in total)			
4.11	Supply & Delivery of 40mm 87,5° Bend IE (6No. in total)			
4.12	Supply & Delivery of Straight Coupler Conex 15mm (8No. in total)			
4.13	Supply & Delivery of uPVC UG 110mm Class 34 Rodding Eye 45°			
4.14	Supply & Delivery of waterproofing tape black bitumen/aluminium 100mm x 10m (4No. in Total)			
4.15	Supply & Delivery of waterproofing tape black bitumen/aluminium 150mm x 2.5m (4No. in Total)			
4.16	Supply & Delivery Timber Fix 12 x 90- 100 pack (2No. in total)			
4.17	Supply & Delivery of Wall Tile white 150 x 150mm W/P (6No. Box in Total)			
4.18	Supply & Delivery adhesive for all ceramic tiles WB11 20Kg (11No. in total)			
4.19	Supply & Delivery Grout Light Grey 10Kg			
4.20	Supply & delivery tile Spacers 5mm – 120no. in total			
4.21	Supply & Delivery Floor Tiles Beige 400mm x 400mm (16 Boxes in total)			
4.22	Supply & Delivery Keykote 10L			
4.23	Supply & Delivery of 25Mpa Screed 20Kg BI			
4.24	<b>Supply &amp; Delivery of Geyser</b>			
4.24.1.	150 liter geyser. 400 Kpa. 5 year warrantee.			
4.24.2.	High pressure electric.			
4.24.3.	The inner cylinder manufactured from 1.6mm steel and thermofused porcelain enamelled for cylinder longevity and hygiene.			
4.24.4.	Low energy loss, efficient electric water heater.			
4.24.5.	Energy efficiency: B rating.			
4.24.6.	Renewable energy ready for a solar retrofit system or a heat pump.			
4.24.7.	400 Kpa pressure valve.			
4.24.8.	Vacuum breakers that fits the geyser.			
4.24.9.	Brass elbows 22mm.			
4.24.10.	T-piece brass.			
4.24.11.	Copper tubing (5,8meter) Class 2.			
4.24.12.	Male straight 22mm brass.			
4.24.13.	Female elbow 22mm brass.			
4.24.14.	Male elbow 22mm brass.			
4.24.15.	Reducers (20mm-15mm) brass.			
4.24.16.	75mm coach screws with plugs.			
4.24.17.	Flat washer 10mm /35mm x 1,5mm.			
4.24.18.	Non-return valve brass 22mm.			
4.24.19.	Brass stop taps 22mm.			
4.25	<b>Shower (2No. in total)</b>			

	Supply and install one shower stall including:			
4.25.1.	Exposed single-lever mixer (shower mixer) and shower rose/handset.			
4.25.2.	Ceramic/porcelain wall & floor tiles, substrate preparation and waterproofing.			
4.25.3.	Brick side walls constructed or repaired as required (finished ready for tiling).			
4.25.4.	Shower door (sliding framed economical unit).			
4.25.5.	Shower waste trap, floor waste / tray waste and drain connection.			
4.25.6.	Internal waste piping to the plumbing stack or gully.			
4.25.7.	Cold and hot water supply pipework from nearest distribution mains / manifold.			
4.25.8.	Testing, commissioning and handover.			
4.25.9	Works to comply with SANS 10252 (water supply), SANS 10252-2 and SANS 10400-P drainage/deemed-to-satisfy rules.			
4.26.	<b>Brick walls (sides)</b> <b>Description / materials</b>			
4.26.1.	Brickwork: 110 mm solid clay brick (or contractor's standard common clay brick) laid in stretcher bond; mortar 1:6 (cement:sand) for general walls.			
4.26.2.	Provide DPC at base of tiled area and where brickwork meets floor screed.			
4.26.3.	Plaster: 15 mm cement:lime:sand plaster (1:1:6) keyed for tile adhesive; trowel finish.			
4.26.4.	Ensure wall is straight / plumb; chase out any damaged masonry, repair and allow full cure before waterproofing/tilework.			
4.27.	<b>Waterproofing</b>			
4.27.1.	Apply cementitious waterproofing slurry (two coats, minimum total dry film thickness as manufacturer TDS) to the shower wet area up to 1800 mm high, and 150 mm onto adjoining walls/floor as a fall stop. Ensure coving between wall and floor is filleted prior to membrane. All junctions, pipe penetrations and internal corners to have flexible reinforcing tape embedded in the first coat.			
4.28.	<b>Tile specification (walls &amp; floor)</b> <b>Tiles (economy)</b>			
4.28.1	Wall tiles: glazed ceramic or matt porcelain tiles <b>300 × 300 mm</b> (or 200×300) — economical and readily available.			
4.28.2.	Floor tiles (shower floor): 100 × 100 mm mosaic or 300 × 300 anti-slip porcelain with appropriate fall to waste. If using larger tiles, provide mosaic insert or ensure correct fall and non-slip rating (R10+).			
4.28.3.	Grout: cementitious grout, fine, with pigment to match; where possible use water-repellent grout or epoxy grout for durability.			
4.29.	<b>Adhesive / bedding</b>			
4.29.1.	Use SABS-approved cementitious flexible tile adhesive suitable for wet areas (tile adhesive manufacturer TDS to be followed).			
4.29.2.	Bed tiles full-bed (not spot) on walls where necessary; floor tiles with adequate slope (minimum 1:80 to 1:60 typical for shower floors — confirm local practice).			
4.30.	<b>Joints &amp; sealants</b>			
4.30.1	Tile joints: 2–3 mm for wall tiles, 3–5 mm for floor tiles.			
4.30.2.	Use sanitary grade silicone sealant at junctions (wall/wall, wall/floor, door edges) – mildew resistant.			
4.31.	<b>Mixer tap, shower fittings (economy)</b> <b>Product type (economy recommendation)</b>			

4.31.1.	Exposed single-lever shower mixer with 15 mm inlet connections (compression), chrome plated brass body, ceramic disc cartridge (where possible) for durability.			
4.31.2.	Include wall-mounted handset with 1.5 m flexible hose and 100 mm shower rose (or 100 mm round fixed rose) — a handset plus rose combo offers flexibility.			
4.32.	<b>Performance</b>			
4.32.1.	Cartridge: ceramic disc (preferred) or equivalent; inlet connection: 15 mm standard.			
4.32.2.	Pressure rating: suitable for gravity and low-pressure systems; if high pressure, confirm mixer rated for that pressure.			
4.32.3.	Flow: economical showers often have 9–12 L/min; if water saving needed select 6–8 L/min aerated rose. See local energy/water guidance.			
4.32.4.	<b>Supply to include:</b> mixer, shower rose/handset, necessary 15 mm isolating service valves (stop taps) on feed, fixing accessories and escutcheons.			
4.33.	<b>Shower doors (economy) Type</b>			
4.33.1.	Sliding framed shower door (corner entry or single slider) — economical, easy to install, common sizes 800–1200 mm width; standard glass 4–6 mm clear tempered safety glass.			
4.33.2.	<b>Sizes &amp; finish:</b> Provide sliding unit to suit opening; height typical 1850–1950 mm.			
4.33.3.	Frame: aluminium chrome/white finish; clear or privacy glass optional.			
4.33.4.	Waste traps & shower drainage.			
4.33.5.	Trap / floor waste.			
4.33.6.	For shower tray: use 100 mm square shower universal 40mm-50mm waste & trap.			
4.34.	<b>Waste pipe sizing &amp; layout</b>			
4.34.1.	Shower fixture waste to discharge into 40 mm – 50mm waste pipe to the internal drain network.			
5.	<b>Paint</b>			
5.1	Supply & Deliver Solvent Based White Primer 20L (2No. in total)			
5.2	Supply & Deliver Wall & Ceiling White 20L (1No. in total)			
5.3	Supply & Deliver Wallseal White 20L (2No. in total)			
5.4	Supply & Deliver Tint 3 (3x Calico 20L)			
5.5	Supply & Deliver Tint 3 (3x NS2000 20L)			
5.6	Supply & Delivery of Universal Undercoat 20L			
5.7	Supply & Delivery of Wood Vanish Mahogany 5L			
5.8	Supply & Delivery of Wood Vanish Clear 5L			
5.9	Supply & Delivery Thinners 5L (3No. in total)			
5.10	Supply & Delivery Raw linseed oil 5L (1No. in total)			
5.11	Supply & Delivery of 225mm Rollers BI (4No. in total)			
5.12	Supply & Delivery of Paint Brush 75mm (4No. in total)			
5.13	Supply & Delivery of Paint Brush 38mm (4No. in total)			
5.14	Supply & Delivery of Multi-Purpose Crackfiller 20Kg			
5.15	Supply & Delivery of ALC Contractors Acrylic 260ml(3 pack) (6No. in total)			
5.16	Supply & Delivery of Shower Sealant 280ml (5No. in total)			

6.	<b>Steel Gates</b>			
6.1	Supply & delivery of 5L Thinners (5No. In total)			
6.2	Supply & delivery of Three In One(3 in 1) MC Black 5L paint (3No. in total)			
6.3	Supply & Delivery of Rawl Bolt M8x65mm (12No. in Total)			
6.4	Supply & Delivery of Cutting Discs for Steel 115mm 10Pack (2No. in total)			
6.5	Supply & Delivery of Butterfly Hinges 65mm x 51mm x 3,5mm (10No. in total)			
6.6	<p>The <b>Ultra Lock for Swing Gates (Small, Poly Packed)</b> is a compact and durable <b>weldable steel gate lock</b> designed for use on <b>single-leaf swing gates</b> and <b>security doors</b>. It features a <b>push-bolt locking mechanism</b> that allows easy operation without the need for a key, making it ideal for <b>residential gates, garden access points, or light-duty security enclosures</b>. The lock is manufactured from <b>2.5 mm mild steel</b> and supplied in a <b>poly pack</b>, ready for direct <b>weld-on or bolt-on installation</b> depending on the gate frame type. With approximate dimensions of <b>120 mm in height, 85 mm in width, and 28 mm in depth</b>, the small Ultra Lock provides a compact yet robust locking solution. It includes a <b>solid steel bolt</b>, ensuring a firm and secure closure when engaged. The unit can be fitted on either <b>right-hand or left-hand opening gates</b>, offering installation flexibility.</p> <p>The casing is supplied in a <b>raw or primed steel finish</b>, requiring a <b>protective coating or paint</b> after installation to ensure corrosion resistance, especially for outdoor use. Each lock weighs approximately <b>1.0 kg</b> and is designed to meet the general requirements for <b>light to medium-duty swing gates</b>. The lock provides <b>reliable mechanical security</b> for preventing unauthorized access and can be further enhanced with an external padlock if higher security is needed. During installation, the lock must be properly aligned to ensure smooth bolt operation and full engagement with the strike plate. The <b>Ultra Lock (Small)</b> is a <b>South African-manufactured product</b>, widely available from suppliers such as <b>Carrim Online, BBL Security Products, and Builders Warehouse</b>.</p>			
6.7	Supply & Delivery of Rawl Bolt M10x65mm (15No. in Total)			
6.8	Supply & Delivery of Bullet Hinges 100mm x 20mm			
6.9	Supply & Delivery of 50 x 1.6mm(thickness) Square Tube			
6.10	Supply & Delivery of 38 x 5mm(thickness) Flat Bar			
6.11	Supply & Delivery of 38 x 1.6mm(thickness) Square Tube			
6.12	Supply & Delivery of 19 x 1.6mm(thickness) Square Tube			
6.13	Supply & Delivery of Bullet Hinges 120mm x 20mm			

**The bidder hereby confirms that the information given above is true and correct:**

.....  
(Name in Print)

.....  
(Signature)

.....  
(Capacity)

.....  
(Date)

**DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Physical address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Contact details of the <b>person signing the bid, being duly authorised to do so:</b>	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact details of the <b>senior manager responsible for overseeing contract performance:</b>	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact Details of the Bidder's proposed <b>Project Manager who will represent the Bidder in the implementation processes:</b>	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Company income tax number	
Tax Compliance Status System PIN (issued by SARS)	
VAT registration number	
Company registration number	
Any other Registration applicable to this Industry	
Banking details	Name of account holder: _____ Name of bank: _____ Account number: _____ Branch code: _____

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY					
BID NUMBER:	08/2/23/93	CLOSING DATE:	08 May 2026	CLOSING TIME:	10:00
DESCRIPTION	SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING, CERES				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr J du Preez	
CONTACT PERSON	Ms S Mentor		TELEPHONE NUMBER	023 316 8540	
TELEPHONE NUMBER	023 312 1765		FACSIMILE NUMBER	023 312 3472	
FACSIMILE NUMBER	023 312 1934		E-MAIL ADDRESS	<a href="mailto:jody@witzenberg.gov.za">jody@witzenberg.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:supplychain@witzenberg.gov.za">supplychain@witzenberg.gov.za</a>				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <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>	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
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									

**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.**

**I THE UNDERSIGNED HEREBY AUTHORIZE WITZENBERG MUNICIPALITY TO UTILIZE TOOLS AT ITS DISPOSAL TO VERIFY ALL INFORMATION CONTAINED AND ATTACHED HERETO.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS RESOLUTION of a meeting of the Board of Directors / Members / Partners of**

\_\_\_\_\_ (Name of Bidder)

Held at \_\_\_\_\_ (place)

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

**RESOLVED THAT:**

1. The enterprise submit a bid to Witzenberg Municipality in respect of the following project:

**BID 08/2/23/93: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES**

2. Mr/Mrs./Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(Specimen signature)

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

Note: The resolution must be signed by all the directors or members / partners of the bidding enterprise. Should the space provided below not be sufficient for all directors to sign, please provide a separate sheet in the same format as below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			

Enterprise Stamp

**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE (VARIATIONS) WILL NOT BE CONSIDERED**

Name of Bidder: ..... Bid Number: **08/2/23/93**

Closing Time: **10:00**

Closing Date: **08 May 2026**

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

	DESCRIPTION	QUANTITY	UNIT PRICE (EXCL. VAT)	TOTAL BID PRICE (EXCL. VAT)
1.	<b>Supply &amp; Delivery of Aluminium Windows</b> Supply and deliver aluminium windows, size 1200 mm (W) x 1200 mm (H), type Top Hung (PT1212), in charcoal powder-coated finish with 3 x flat bars at opening. Refer to specification Item 1	8		
2.	<b>Supply &amp; Delivery of ROK Bricks</b> Supply and deliver ROK clay face bricks (Red/ROK colour or as specified) suitable for exterior and interior wall construction. Refer to specification item 2	5400		
3.	<b>Supply and deliver</b> butterfly-type wall ties suitable for use in cavity wall construction	160		
4.	<b>Supply and deliver</b> galvanized mild steel brick reinforcement (brickforce) for masonry wall construction. <b>Refer to Specifications</b>	220m		
5.	<b>Supply &amp; Deliver Bracing Strap with holes (30m) 24mm</b> Refer to Specifications	60m		
6.	Supply & Deliver Connector Plates(Gangnail) 100mm x 200mm	44		
7.	Supply & Delivery of IBR Galvanised 0.47mm 10.5m 686 Roof sheets. Refer to specifications	22		
8.	Supply and deliver <b>roof timber battens</b> , size <b>50 mm x 38 mm</b> , length <b>4,2 m</b> , suitable for supporting roof covering. Refer to specifications	110		
9.	Supply & Delivery of Roof Beams (228mm x 50mm) refer to specifications	22		
10.	Supply & Delivery of Nail Wire 75mm 1Kg	24Kg		

	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE (EXCL. VAT)</b>	<b>TOTAL BID PRICE (EXCL. VAT)</b>
11.	Supply & Delivery M12mm x 300mm Galvanised Steel Hex Head Bolt	11		
12.	Supply & Deliver Tek Screw Class 4, 5,5 x 90mm with rubber washers	2500		
13.	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 2700mm)	8		
14.	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 3000mm)	4		
15.	Supply & Delivery of Rhino Board Ceiling 6,4mm (1200mm x 3600mm)	28		
16.	Supply & Delivery Cove Rhino Cornice 3000 x 25 x 75 mm	42		
17.	Supply & Delivery of Nail Wire 125mm	2Kg		
18.	Supply & Delivery of Nail Wire 100mm	2Kg		
19.	Supply & Delivery Doorframe Anchors (32 x 140mm frame fixing nail in anchors with plugs)	32		
20.	Supply & Delivery Aluminum frame Anchors (80 x 60mm x 6mm frame fixing nail in anchors with plugs)	80		
21.	Supply & Delivery SA Pine Cover strips 8mmx 44mm x 3000mm	52		
22.	Supply & Delivery Steel Nails 75mm x 3,2mm	2Kg		
23.	Supply & Delivery Steel Nails 55mm x 6mm	240		
24.	Supply & Delivery of Concrete Drill Bits (6mm x 100mm)	2		
25.	Supply & Delivery of Steel Drill Bits (6mm x 100mm)	2		
26.	Supply & Delivery of Magnetic Nutsetter 50mm Classic Bit 2CD	1		
27.	Supply & Delivery of 75mm Holderbats for PVC Downpipe	2		
28.	Supply & Delivery of Coarse Thread Drywall Screw 4x 500-Piece Set, 3.5 mm x 41 mm Size	2000		
29.	Supply & Delivery of Pipes Vynadeep Gutter White 6000 mm	2		
30.	Supply & Delivery of Pipes Vynadeep Gutter White 3000 mm	1		
31.	Supply & delivery of PVC Gutter Union Clips	5		
32.	Supply & Delivery of Vynadeep Downpipe Standard 3m	1		

	DESCRIPTION	QUANTITY	UNIT PRICE (EXCL. VAT)	TOTAL BID PRICE (EXCL. VAT)
33.	Supply & Delivery of Vynadeep Shoe	1		
34.	Supply & Delivery of Vynadeep Stop end	2		
35.	Supply & Delivery of Fibre Cement Fascia Board 225mm x 12mm x 3000mm	5		
36.	Supply & Delivery of Fascia Joiner Plastic - 225mm x 12mm	4		
37.	Supply & Delivery of Fibre Cement Barge Board 80mm x 200mm x 3000mm socketless	8		
38.	Supply & Delivery of Dampcourse DPC 300mmW x 40m 375 micron	1		
39.	Supply & Delivery of Insulation 1,25 x 40m double sided	3		
40.	Supply & Delivery of Internal Air Ventilation Covers	10		
41.	Supply & Delivery of External Air Ventilation Covers	10		
42.	Supply & Delivery of Cistern White 9L (Cistern Plastic LL White ELF 9 L: Low-level plastic cistern in white, 9 L capacity) Bottom Inlet. Close Couple	2		
43.	Supply & Delivery Flex Braided 15mmx 350mm Female – Female	4		
44.	Supply & Install Basin + <b>Vanity Cabinet Combo White 550 mm complete</b>	2		
45.	Supply and deliver basin mixer tap (5year warranty)	2		
46.	Supply & Delivery of Waste Basin Universal Coupling	2		
47.	Supply & Delivery of Basin Trap 32mm x 38mm DB1A	2		
48.	Supply & Delivery of Fixation Bolts for Basin (2No. of Pairs in Total)	<b>2 Pairs</b>		
49.	Supply & Delivery of Toilet Seat Lux 2000	2		
50.	Supply & Delivery of PVC Pipe 40mm (White) x 6m E-Spec	1		
51.	Supply & Delivery of 40mm 87,5° Bend PL	6		
52.	Supply & Delivery of 40mm 87,5° Bend IE	6		
53.	Supply & Delivery of Straight Coupler Conex 15mm	8		
54.	Supply & Delivery of uPVC UG 110mm Class 34 Rodding Eye 45°	1		
55.	Supply & Delivery waterproofing tape black bitumen/aluminium 100mm x 10m	4		

56.	Supply & Delivery of waterproofing tape black bitumen/aluminium 150mm x 2.5m	4		
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE (EXCL. VAT)</b>	<b>TOTAL BID PRICE (EXCL. VAT)</b>
57.	Supply & Delivery Timber Fix 12 x 90- 100 pack	2		
58.	Supply & Delivery of Wall Tile white 150 x 150mm W/P	6 Boxes		
59.	Supply & Delivery adhesive for all ceramic tiles WB11 20Kg	18		
60.	Supply & Delivery Grout Light Grey 20Kg	1		
61.	Supply & delivery tile Spacers 5mm	120		
62.	Supply & Delivery Floor Tiles Beige 400mm x 400mm	16 Boxes		
63.	Supply & Delivery Keykote (a water-based acrylic latex additive used in construction to improve the performance of cement-based products like tile adhesives, screeds, and plasters)	10L		
64.	Supply & Delivery of 25Mpa Screed BI	20Kg		
65.	Supply & Delivery of Geyser 150 liter geyser. 400 Kpa. 5 year warrantee. With all below fittings <ul style="list-style-type: none"> <li>- High pressure electric</li> <li>- The inner cylinder manufactured from 1.6mm steel and thermofused porcelain enamelled for cylinder longevity and hygiene</li> <li>- Low energy loss, efficient electric water heater.</li> <li>- Energy efficiency: B rating</li> <li>- Renewable energy ready for a solar retrofit system or a heat pump.</li> </ul> 400 Kpa pressure valve Vacuum breakers that fits the geyser Brass elbows 22mm T-piece brass Copper tubing (5,8meter) Class 2 Male straight 22mm brass Female elbow 22mm brass Male elbow 22mm brass Reducers (20mm-15mm) brass 75mm coach screws with plugs Flat washer 10mm /35mm x 1,5mm Non-return valve brass 22mm Brass stop taps 22mm	Sum		
66.	Supply & Deliver Shower Arm Standard	2		

67.	Supply & deliver 1 Function showerhead Chrome Plated 160mm	2		
68.	Supply & Deliver Shower Mixer 12 Year Guarantee	2		
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE (EXCL. VAT)</b>	<b>TOTAL BID PRICE (EXCL. VAT)</b>
69.	Supply & Deliver Ceramic Wall & Floor tile for shower 150 x 150mm(50tiles/box)	12 Boxes		
70.	Supply & deliver <b>non-slip rough-textured ceramic floor tiles</b> , size <b>150 mm x 150 mm</b> , suitable for wet areas such as showers.(20/Box)	4 Boxes		
71.	<b>Supply &amp; Delivery of Shower Door Pivot Uniwin 900mm X 1800mm White</b>	2		
72.	Supply & Delivery of <b>SQUARE HOLE SHOWER TRAP (100 MM) complete universal shower trap 40mm – 50mm</b>	2		
73.	Supply & Deliver of <b>PVC Pipe Waste E-Spec 40x6000mm WPE213</b>	1		
74.	<b>Paint</b>			
74.1	Supply & Deliver Solvent Based White Primer 20L	2		
74.2	Supply & Deliver Wall & Ceiling White 20L	1		
74.3	Supply & Deliver Wallseal White 20L	2		
74.4	Supply & Deliver (NS2000 20L)	2		
74.5	Supply & Delivery of Universal Undercoat 20L	1		
74.6	Supply & Delivery of Wood Vanish Mahogany 5L	1		
74.7	Supply & Delivery of Wood Vanish Clear 5L	1		
74.8	Supply & Delivery Thinners 5L	3		
74.9	Supply & Delivery Raw linseed oil 5L	1		
74.10	Supply & Delivery of 225mm Rollers BI	4		
74.11	Supply & Delivery of Paint Brush 75mm	4		
74.12	Supply & Delivery of Paint Brush 38mm	4		
74.13	Supply & Delivery of Multi-Purpose Crackfiller 20Kg	1		
74.14	Supply & Delivery ALC Contractors Acrylic 260ml(3 pack)	6		

74.15	Supply & Delivery of Shower Sealant 280ml	5		
75.	<b>Steel Gates</b>			
	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE (EXCL. VAT)</b>	<b>TOTAL BID PRICE (EXCL. VAT)</b>
75.1	Supply & delivery of 5L Thinners	5		
75.2	Supply & delivery of Three In One(3 in 1) MC Black 5L paint	3		
75.3	Supply & Delivery of Rawl Bolt M8x65mm	12		
75.4	Supply & Delivery of Cutting Discs for Steel 115mm 10Pack	2		
75.5	Supply & Deliver steel Bullet Hinges 100mm x 20mm	6		
75.6	Supply & Delivery of 390mm x 190mm Cement Blocks	650		
75.7	Supply & Delivery of <b>Stainless Steel Bolt 304 Heavy-duty Left And Right Sliding Bolt Door Lock Latch</b>	3		
75.8	Supply & Delivery of 6000mm x 50mm x 1,6mm Square Tube	1		
75.9	Supply & Delivery of 6000mm x 38 x 5mm(thickness) Flat Bar	1		
75.10	Supply & Delivery of 6000mm x 38 x 1.6mm(thickness) Square Tube	9		
75.11	Supply & Delivery of 6000mm x 19 x 1.6mm(thickness) Square Tube	16		
75.12	The <b>Ultra Lock (Small)</b> is a <b>compact, weldable steel security lock</b> designed for <b>swing-type gates</b>	2		
75.13	Supply & Delivery of Rawl Bolt M10x65mm	15		
75.14	Supply & Deliver steel Bullet Hinges 120mm x 20mm	4		
75.15	Supply & Delivery Welding Wire flux core 1Kg	4 Boxes		
75.16	Supply & Deliver Standard Metal 120 Grit Flap Disc, 115 mm x 22.23 mm Size	5		
75.17	Supply & Delivery of Cutting Disc for Steel 3-Piece Set, 230 mm x 2 mm x 22.23 mm Size	1		
	<b>Add Sundries</b>			
	<b>Add 15% VAT (if applicable / registered)</b>			
	<b>Total Bid Price (Incl. VAT)</b>			
	<b>Add 10% Contingencies</b>			
	<b>TOTAL BID PRICE (Including VAT &amp; Contingencies)</b>			

**Note: Witzenberg Municipality reserves the right to reduce the scope and quantities of any items listed in this Bill of Quantities. Orders will be placed based on actual requirements, and payment will only be made for materials supplied as per official orders.**

**Bids will be evaluated and awarded as whole. It is compulsory for bidders to bid for all items within the pricing schedule. If not, the bid will be considered as non-responsive.**

Required by: Mrs C MacKenzie  
At: Witzenberg Municipality, 50 Voortrekker street, Ceres

Does offer comply with specification? \*YES/NO  
If not to specification, indicate deviation(s) .....  
Delivery Period .....

**VALUE ADDED TAX**

**The following forms part of the General Conditions of Contract (July 2010):**

Where the value of an intended contract will exceed the threshold as determined by relevant legislation, it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Witzenberg Municipality is **4000-846-206**.

**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. ....

.....

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.....

.....

<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.

3.11 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	Personal income tax reference number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## RESPONSIVENESS AND EVALUATION CRITERIA

**NB:** Witzenberg Municipality may verify any information submitted in terms of this proposal and any information that is incorrect may result in that Bid being automatically disqualified and not considered further.

### RESPONSIVENESS CRITERIA

No bid will be considered by Witzenberg Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid **must** meet the following requirements):

- a) The bid must be properly received in a sealed envelope which must clearly indicate the description of the service and the bid number on the outside of the sealed envelope for which the bid is submitted.
- b) The bid must be deposited in the relevant Bid box as indicated on the notice of the bid on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/mailed and late bids will not be accepted.**
- c) **Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.**
- d) An original or copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points.
- e) All requested relevant and/or additional documentation such as Compliance Certificates, professional registration, artisan qualification, etc, must be submitted with the bid document.
- f) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, bid will be deemed to be non-responsive.
- g) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (Annexure A).
- h) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- i) **Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.**
- j) If the entity submitting a bid is a Joint Venture or Consortium or Partnership, each party to that formation must submit all the above information.
- k) The bidder must adhere to the Pricing Instructions. **Bids will be evaluated and awarded as a whole and not per item. It is compulsory for bidders to bid for all items as set out in the pricing schedule. If not, the bid will be considered as non-responsive.**
- l) **Arithmetical Errors**  
Responsive bids will be checked for arithmetical errors and corrected in the following manner:
  - I. Where there is a discrepancy between the amounts in figures and words, the amounts in words shall govern.
  - II. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - III. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

- m) The Bidder's details must be provided.
- n) The necessary document authorising the Representative to sign and submit the bid on the bidder's behalf must be completed and signed.
- o) The Declaration of Interests by the bidder must be completed and signed.
- p) The bid must comply with all the minimum technical specifications.
- q) The MBD 9 (prohibition of restrictive practices) must be completed and signed.
- r) Checklist at the back of the bid document must be completed and adhered to.
- s) Unless otherwise indicated in writing by the bidder, the validity of bids submitted will automatically extend beyond the minimum bid validity period, as set out in SUPPLY CHAIN MANAGEMENT POLICY paragraph 31(1), above and will remain valid for acceptance until the bid award process, including the consideration of any appeals, objections or complaints, has been concluded.

**EVALUATION OF BIDS**

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulation, the Preferential Procurement Policy Framework Act no 5 of 2000 and the revised Preferential Procurement Regulations of 2022 that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.
- b) The Council reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

**AREAS TO BE INCLUDED IN EVALUATION PROCESS:**

**Evaluation of Preference Points**

The point's allocation for this bid will be as follows:

Price	80 points
B-BBEE Status Level of Contribution	10 points
Locality of Enterprise	<u>10 points</u>
<b>Total</b>	<u>100 points</u>



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**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**

Made and entered into between:

Witzenberg Municipality  
(hereinafter referred to as the "Client")

AND

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as the Client)

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## GENERAL CONDITIONS OF CONTRACT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

## **2. APPLICATION**

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

## **3. GENERAL**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. STANDARDS**

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

## **5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION**

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

## **6. PATENT RIGHTS**

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

## **7. PERFORMANCE SECURITY**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser;
  - or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. INSPECTIONS, TESTS AND ANALYSES**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. PACKING**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. DELIVERY AND DOCUMENTS**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

## **11. INSURANCE**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. TRANSPORTATION**

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

## **13. INCIDENTAL SERVICES**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. SPARE PARTS**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. WARRANTY**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **16. PAYMENT**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

16.5 Where the value of an intended contract will exceed the threshold as determined by relevant legislation, it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Witzenberg Municipality is **4000-846-206**.

## **17. PRICES**

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

## **18. VARIATION ORDERS**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. ASSIGNMENT**

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

## **20. SUBCONTRACTS**

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

## **21. DELAYS IN THE SUPPLIER'S PERFORMANCE**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. PENALTIES**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. TERMINATION FOR DEFAULT**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

## **24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. FORCE MAJEURE**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. TERMINATION FOR INSOLVENCY**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

## **27. SETTLEMENT OF DISPUTES**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## **28. LIMITATION OF LIABILITY**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. GOVERNING LANGUAGE**

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

**30. APPLICABLE LAW**

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

**31. NOTICES**

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

**32. TAXES AND DUTIES**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. TRANSFER OF CONTRACTS**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. AMENDMENT OF CONTRACTS**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. PROHIBITION OF RESTRICTIVE PRACTICES**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Signed at ..... on this .....day of ..... 20.....

**As Witnesses:**

1. ....

\_\_\_\_\_  
CLIENT

2. ....

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

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

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

**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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

- (a) Price; and
- (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Maximum points for enterprises within Witzenberg Municipal area OR	10	
Maximum points for enterprises within Cape Winelands District region OR	5	
Maximum points for enterprises within the Western Cape Province OR	2	
Outside of the boundaries of the Western Cape	0	
BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of points claimed (80/20 system)
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**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. wilfully 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. Tick (✓) the applicable box below:**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</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>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</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:		

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## 10. NOTIFICATION OF DECISION AND APPEAL PERIOD

If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Services Act 2000 (Act 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within **21 days** of notification of the decision.

Any bidder wishing to exercise this right must submit their appeal in writing to the Municipal Manager, PO Box 44, Ceres, 6835. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the bidder of the decision of the Supply Chain Management Bid Adjudication Committee or Municipal Manager as applicable.

Bidders are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No 3 of 2000).

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.



**BID 08/2/23/93: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES**

**Authorization to deduct outstanding amounts**

**To: Municipal Manager, Witzenberg Municipality**

**From:** \_\_\_\_\_  
(Name of Bidder or Consortium)

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

**I, THE UNDERSIGNED,** \_\_\_\_\_,  
(Full name in block letters)

*Hereby authorise the Witzenberg Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due to us / me.*

.....  
Signature

**THUS DONE AND SIGNED** for and on behalf on the Bidder / Contractor

at ..... on the ..... day of ..... 20.....  
(Place) (Date) (Month) (Year)

in the presence of the subscribing witnesses.

**AS WITNESSES:**

1..... Name in Block Letters: .....  
(Signature)

2..... Name in Block Letters: .....  
(Signature)

To: Municipal Manager, Witzenberg Municipality

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

BID 08/2/23/93: SUPPLY AND DELIVERY OF BUILDING MATERIAL FOR MUNICIPAL BUILDING (RENTAL HOUSE), CERES

NAME OF THE BIDDER: .....

FURTHER DETAILS OF THE BIDDER/S; Proprietor / Director/s / Partners, etc:

Physical business address of Bidder	Municipal Account numbers

If there is not enough space for all the names, please attach the additional details to the Bid Document

Name of Director/Member/Partner	Identity number	Physical residential address of Director/Member/Partner	Municipal Account numbers

I, \_\_\_\_\_, the undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days. Bidders must attach a copy of their Municipal Account.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf on the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(Place) (Date) (Month) (Year)

**PLEASE NOTE: EVEN IF THE REQUESTED INFORMATION IS NOT APPLICABLE TO THE BIDDER, THE TABLE ABOVE SHOULD BE ENDORSED. NOT APPLICABLE AND THIS DECLARATION MUST STILL BE SIGNED**



**CHECK LIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

*\*Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed page containing the details of bidder			
2. Valid Bidders must provide a valid Tax Verification Details (Tax reference number and valid third party verification pin) as issued by SARS in order to confirm their tax compliance status. Failure to provide such details may result in your bid being disqualified.			
3. An original or certified copy of the bidder's Broad-Based Black Economic Empowerment (B-BBEE) certificate must be attached to this bid document in order to claim B-BBEE points			
4. Adhered to the pricing instructions (MBD 3.1)			
5. Completed and signed declaration of interest (MBD 4)			
6. Preference points claimed and signed declarations (MBD 6.1)			
7. Signed declaration of bidder's past supply chain management practices (MBD 8)			
8. Prohibition of Restrictive Practices (MBD9) be completed and signed.			
9. Comply with full specifications.			
10. Bidder must initial every page of this bid document.			
11. Bidder must attach full specifications if it deviates from the said specification			
12. Latest municipal account of the bidder and its directors must be attached <b>a. If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. letter from landlord</b>			
13. Proof of Locality attached to bid document			

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name**