



# **UMDONI MUNICIPALITY**

The J.E.W.E.L of the South Coast

**SUPPLY AND DELIVERY OF UNIFORM & PERSONAL PROTECTIVE EQUIPMENT FOR THE PERIOD OF THREE YEAR – PROTECTION SERVICES**

**BIDNU: 32/2023**

**MN: 53/2023**

**NAME & ADDRESS OF BIDDER**

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

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Cell: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Postal code: \_\_\_\_\_

Amount: \_\_\_\_\_



# **UMDONI MUNICIPALITY**

## **THE J.E.W.E.L OF THE SOUTH COAST**

### **INVITATION TO TENDER**

#### **APPOINTMENT OF SERVICE PROVIDERS FOR THE FOLLOWING SERVICES/PROJECTS;**

<b>BID NU &amp; MN</b>	<b>PROJECT</b>	<b>TECHNICAL ISSUES</b>	<b>Minimum points</b>	<b>Validity Period</b>	<b>START DATE</b>	<b>CLOSING DATE</b>
30/2023 MN50/2023	Appointment of panel of suppliers -the supply and delivery of uniform & personal protective equipment for the period of three years (ppe for general workers)	Mrs P Madikizela: HOS officer Email: <a href="mailto:pinkiem@umdoni.gov.za">pinkiem@umdoni.gov.za</a> Tell: 039 976 1202 SCM ISSUES Mr D Nyathi: SCM Manager Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a> Tell: 039 976 1202	70	120 days	29-03-2023	14-04-2023  At 12:00 pm
31/2023 MN51/2023	The Supply and Delivery of Uniform & Personal Protective Equipment for the period of three years (Municipal Beach lifeguards)	Mrs P Madikizela: HOS Officer Email: <a href="mailto:pinkiem@umdoni.gov.za">pinkiem@umdoni.gov.za</a> Tell: 039 976 1202 SCM ISSUES Mr D Nyathi: SCM Manager Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a> Tell: 039 976 1202	70	120 days	29-03-2023	14-04-2023  At 12:00 pm
32/2023 MN53/2023	The supply and delivery of uniform & personal protective equipment for the period of three years (protection services)	Mrs P Madikizela: HOS Officer Email: <a href="mailto:pinkiem@umdoni.gov.za">pinkiem@umdoni.gov.za</a> Tell: 039 976 1202 SCM ISSUES Mr D Nyathi: SCM Manager Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a> Tell: 039 976 1202	70	120 days	29-03-2023	14-04-2023  At 12:00 pm
33/2023 MN52/2023	The supply and delivery of uniform &	Mrs P Madikizela – HOS Officer Email:	70	120 days	29-03-2023	14-04-2023

	personal protective equipment for the period of three years (fire and disaster rescue services)	<a href="mailto:pinkiem@umdoni.gov.za">pinkiem@umdoni.gov.za</a> Tel: 039 976 1202 Mr D Nyathi: SCM Manager Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a> Tel: 039 976 1202				At 12:00 pm
29/2023 MN40/2023	Once-off supply and delivery of personal protective equipment (ppe for general workers)	Mrs P Madikizela – HOS Officer Email: <a href="mailto:pinkiem@umdoni.gov.za">pinkiem@umdoni.gov.za</a> Tel: 039 976 1202 Mr D Nyathi: SCM Manager Email: <a href="mailto:davidn@umdoni.gov.za">davidn@umdoni.gov.za</a> Tel: 039 976 1202	60	120 days	29-03-2023	14-04-2023  At 12:00 pm

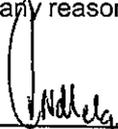
**MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON-RESPONSIVE.**

Tender documents will be available in the Etender Publication Portal which can be obtained through the following website: [www.etenders.gov.za](http://www.etenders.gov.za) from the **29 MARCH 2023**.

**Umdoni Local Municipality subscribes to the Preferential Procurement Policy Framework Act, 2000, (Act No.5 of 2000).**

Bid documents, clearly marked with bid name and bid number must be deposited in the tender box inside the reception area of UMDONI MUNICIPALITY situated at Cnr of Bram Fischer and Williamson Street, Scottburgh, where bids will be opened in public. The name and address of the bidder must be clearly written on the sealed envelope containing the bid. Umdoni Municipality will not take responsibility for documents delivered or collected via courier services. Bids shall be valid for a period of **120 days** after closing date. **Late bids or Bids received by way of facsimile or e-mail will under no circumstances be considered.**

The Umdoni Municipality does not bind itself to accept the lowest, or any bid, either wholly or in part or give any reason for such action.



Ms T C Ndlela

**MUNICIPAL MANAGER**



# **UMDONI MUNICIPALITY**

The J.E.W.E.L of the South Coast

## **DOCUMENTS TO ACCOMPANY BID DOCUMENTS**

Failure to submit the following documents will invalidate your bid

1. Valid SARS TAX Pin sheet
2. Copies of company CK documents together with certified copies of members ID's.
3. Certified copy of BBBEE Certificates/ Sworn Affidavit
4. Rates letter/lease not more than three months
5. Copy of CSD
6. Vat registration Certificate (if Applicable)
7. Attach a list of reference including their contact details

NB: Certified copies should not be more than six months



# **UMDONI MUNICIPALITY**

The J.E.W.E.L of the South Coast

## **EVALUATION CRITERIA**

<b>Evaluation Criteria</b>	<b>Weight</b>
Experience of Tender ( Work of Similar nature the past 5 years)	50
Financial Resources –Banking Rating ( Points will be only allocated if a letter confirming your company banking rating from the bank is attached)	20
Quality Assurance Laboratory Test Report( From the Factory) ( Points will be allocated for the laboratory test report for 4 OF WHICH THE COMPOSITION MUST BE 100% Cotton)	30
<b>Total</b>	<b>100</b>

**Service Provider that qualified pre-evaluation in terms of the functionality cu-off points of 60 points will then be evaluated in terms 80/20 preference points system**

### **EXPERIENCE OF TENDER**

<b>Experience of Tender (for similar works completed). This must be supported by the submission of Appointment Letter and Reference letters from current/ previous clients on the Company Letter head.</b>	<b>Weight</b>
Three or more completed projects( Min R500.000 per Project)	50
Two completed project ( Min R500.000 per Project)	35
One completed project ( Min R500.000 per Project)	20
No completed project	0

<b>Bank Rating –Score one of the rating listed below as reflected on rating received</b>	<b>Weight</b>
<b>Points are not cumulative, only highest applicable points will be awarded.</b>	
Bank Rating A-Undoubted for the amount of enquiry	20
Bank Rating B-Good for the amount of enquiry	15
Bank Rating C-Good for the amount quoted if applied strictly in the way of business	10
No banking rating submitted	0

**Service Provider is required to attain 70 points in the functionality in order to be evaluated further in terms of 80/20 preference point system.**



# **UMDONI MUNICIPALITY**

The J.E.W.E.L of the South Coast

## **EVALUATION CRITERIA**

- All tenders received shall be evaluated in terms of the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017 and will be scored on the 80/20 point system.

Price = 80 Points

BBBEE = 20 Points

### **5.1. Specific Goals Point System: A**

<b>Categories</b>		<b>Weight</b>	<b>80 20</b>	<b>90 10</b>	<b>Supporting Documentation</b>
<b>1</b>	Ownership	50%	10	5	
<b>2</b>	Empowerment	20%	4	2	
<b>3</b>	Reconstruction & Development Programme	20%	4	2	
<b>4</b>	Other (Specify)	10%	2	1	
		<b>100%</b>	<b>20</b>	<b>10</b>	
<b>#</b>	<b>Specific Goal(s)</b>	<b>Weight</b>	<b>80 20 PP</b>	<b>90 10 PP</b>	
	<b>Ownership Categories:</b>				

<b>1</b>	<b>Broad Based Black Economic Empowerment:</b>							
	BBBEE Level 1	100%	10	5	5	BBBEE Certificate		
	BBBEE Level 2	80%	8	4	4	BBBEE Certificate		
	BBBEE Level 3 to 8	20%	2	1	1	BBBEE Certificate		
	<b>Empowerment</b>							
<b>2</b>	<b>Sub-Contracting: [Min 5% for &gt;R5 Million] [Max 30% &gt; R30 Million]</b>							
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	2	Sworn-Affidavit QSE/EME		
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	1	Sworn-Affidavit QSE/EME		
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0.5	0.5	Sworn-Affidavit QSE/EME		
<b>3</b>	<b>Promotion of Local Business(s) - RDP</b>							
	1. Enterprise Located within the District Municipality - Rural	100%	4	2	2	Utilities: POR*: SAPS Affidavit		
	2. Enterprise Located within the District Municipality - Urban	50%	2	1	1	Utilities: POR*: SAPS Affidavit		
	2. Enterprise Located within the Province	25%	1	0.5	0.5	Utilities: POR*: SAPS Affidavit		
<b>4</b>	<b>-- Other Specific Goals</b>							
	1. Enterprise 100% owned by Youth/Women/Disabled/ Military V	100%	2	1	1	CIPC Reg. and Directors ID		

**POR\*: Proof of Residence**  
*Businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit an Affidavit (SAPS)*

The tender/ quotation invitation shall stipulate the specific goals and the points that will be awarded to each goal and of that must be submitted to claim for such a goal. **Point System B** (Table Below) will be used where it is **NOT FEASIBLE** to Sub-Contract.

**5.2. Specific Goals Point System: B**

Categories		Weight	80 20	90 10	Supporting Documentation
1	Ownership	60%	12	6	
2	Reconstruction & Development Programme	30%	6	3	
3	Other Specific Goals-	10%	2	1	
		100%	20	10	
#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	
	<b>Ownership Categories:</b>				
1	<b>Broad Based Black Economic Empowerment:</b>				
	BBBEE Level 1	100%	12	5	BBBEE Certificate
	BBBEE Level 2	80%	10	4	BBBEE Certificate
	BBBEE Level 3 to 8	40%	6	2	BBBEE Certificate
2	<b>Promotion of Local Business(s)</b>				
	1. Enterprise Located within the District Municipality - Rural	100%	6	3	Utilities: POR*: SAPS Affidavit
	2. Enterprise Located within the District Municipality - Urban	75%	4	2	Utilities: POR*: SAPS Affidavit
	2. Enterprise Located within the Province	25%	2	1	Utilities: POR*: SAPS Affidavit
3	<b>Other Specific Goals</b>				
	1. Enterprise 100% owned by Youth/Women/Disabled/ Military V	100%	2	1	CIPC Reg. and Directors ID

**POR\*: Proof of Residence (Business)**  
 Businesses are situated in the rural area and are not liable for any Municipal Payment for Services MUST submit an Affidavit (SAPS)



# UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

The Supply and Delivery of Uniform & Personal Protective Equipment for the period of three years (Protection Services)

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## **1. PURPOSE**

The report herein outlines the specifications for approval pertaining to Personal Protective Equipment (PPE) required by Municipal Protection Services

## **2. SCOPE OF CONTRACT**

The appointed service provider/s shall be responsible for the supply and delivery of PPE to Protection Services

Community Services –Protection Services

## **3. GAURANTEE**

3.1 The goods supplied shall have the guarantee of six (6) months

## **4. DELIVERY**

4.1 Delivery to Umdoni Municipal premises, must take place between the following times:

Monday to Friday from 08h00 till 15h30

4.2 Deliveries outside these times will not be accepted.

4.3 Delivery must take place within 5 working days of placing an official order.

**4.4 Delivery must be accompanied by the delivery note and tax invoice.**

**4.6 Delivery of products must include the off-loading thereof at the supplier's own risk and cost to the designated delivery addresses.**

**4.7 Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal premises.**

**4.8 The Municipality will place orders as and when required during the contract period.**

**4.9 An official order must be issued before any delivery may be made to the Municipality.**

## **5. DELAYS IN SUPPLY**

**5.1 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the Municipality 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 Municipality 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.**

**5.2 The right is reserved to procure outside of the contract small quantities if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.**

**5.3 Upon any delay beyond the delivery period, the Municipality shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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.**

## **6. PENALTIES**

**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 Municipality 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 Municipality may also consider termination of the contract pursuant.

**7. REGULATORY FRAMEWORK**

**7.1 Occupational Health & Safety Act, 1993 (Act No. 85 of 1993)**

**7.2 Preferential Procurement Policy Framework Act, 200 (Act No. 5 of 2000)**

**8. WARRANTY**

**8.1 The supplier shall warrant the goods supplied under the contract new, unused and that they incorporate all recent improvements in design and materials. The supplier shall further warrant that all goods supplied under the contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Municipality'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.**

**9. CONTRACT PERIOD**

**Contract period of 36 months**

**10. QUALIFYING CRITERIA**

**10.1 Prices MUST be quoted according to units stated on pricing schedule.**

**10.2 Rates MUST be fixed for the contract period.**

**10.3 Bidders MUST have a proven record of supply of similar product/s elsewhere and MUST submit two (2) references thereof.**

**10.4 Company's that are blacklisted by National**

**Treasury will not be considered**

**11 INSPECTIONS**

**11.1 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract.**

Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

11.2 The successful bidder is requested to provide samples with such samples to be retained by the purchaser. The samples shall be maintained to verify consistency of quality in supplies over the contract period, and it should be supplied free of charge at the suppliers own cost.

Also the successful bidder is required to come and take measurements of all employees before purchasing to ensure employees are receiving correct sizes that's fit them

## 12 DETAILED SPECIFICATIONS

### SPECIFICATION: UMDONI MUNICIPALITY PROTECTION SERVICES UNIFORM

#### **MAGNUM TROUSER**

The trousers shall have a plain outer waistband with 40mm belt loops, a zip fly, two slanted side pockets, one jetted hip pocket with button and one fob pocket, french bearer. The bottom of the trousers shall be hemmed. The seat and side seams shall be chain stitched. All stress points shall be bartacked. The seat seam shall have a 3-4cm allowance to cater for alterations. The inner waistband shall have a non-slip, rubberised insert. High quality woven polyester/cotton pocketing shall be used throughout.

#### Fabric

Trevira/wool in accordance with SABS 985/1979 Type 33:

Composition : 55% Trevira, 45% New wool

Colour : Traffic Blue

#### **MAGNUM**

#### **S/S**

#### **SHIRT**

Shirt with short sleeve and French cuff, with six buttons neatly and securely fastened with multiple threads, accurately placed with uniform spacing in-between and 15mm-18mm from edge.

Glad neck collar

Two box pleat pockets with western style 3 point flap secured by means of velcro.  
Each flap has a button – centered.

Pen hole slit on left pocket flap.

Shoulder straps for epaulettes.

To be secured by a button.

Permanent crease stitch down shirt front.

Composition: 65% polyester 35% cotton  
Colour: Mazarine Blue

### **MAGNUM**

**L/S**

**SHIRT**

Shirt with long sleeve, with 2 button cuff.

Button and button hole on each sleeve gauntlet.

Six buttons neatly and securely fastened with multiple threads, accurately placed with uniform spacing in-between and 15mm-18mm from edge.

Closed neck collar

Two box pleat pockets with western style 3 point flap secured by means of velcro.  
Each flap has a button – centered.

Pen hole slit on left pocket flap.

Shoulder straps for epaulettes.

To be secured by a button.

Permanent crease stitch down shirt front.

Composition: 65% polyester 35% cotton

Colour: Mazarine Blue

### **TIES**

100% Polyester fabric, woven lining, washable

Colour : Royal Blue

### **PARABELLUM SHOES**

Lace-up shoe – SABS approved. Non-slip sole, genuine leather uppers, stitched through sole and welted.

Colour : Black

## **COMBAT BOOTS**

The boot must have EVA insole for energy absorption and comfort. Padded collar and tongue for comfort. Fast wicking lining for moisture management and comfort. Action leather upper with hardwearing breathable mesh panels. Scanner safe, non-metallic composite hardware. High traction rubber outsole designed for maximum grip. EVA midsole for underfoot comfort.

## **JERSEY**

Military style v-neck jersey with inset sleeves, epaulettes, elbow patches and double welt and cuffs.

### **Body**

Knitted in two parts, that are seamed at the sides and shoulders. Each shoulder tab be stayed with stay tape. The welt on back and front to be double and blindstitched on inside with polyfil 80 in matching colour. Ends of overlock seams to be bartacked.

### **Sleeves**

The sleeves shall be one piece, seamed under arm and tapered to the cuff. The sleeves also have a double cuff blind stitched as in body.

### **V/Neck**

To be mock- linked and handworked. Mock-linking to be done with polyfil 80.

### **Knitted Structure**

Body and sleeves :	1:1 Rib
V/neck band :	1:1 Rib
Cuffs and Welt :	2:1 Rib
Fibre Composition :	100% Acrylic Worsted Spun Yarn
Wales per 10cm :	+/- 3 56
Courses :	+/- 3 90
Mass per unit :	Minimum 345 gram/m <sup>2</sup>

Colour fastness to Light: Normal commercially acceptable standard

Colour fastness to Washing: Normal commercially acceptable standard

#### Materials

Knitted fabrics : As per specification mentioned earlier

Stay tape: Woven with slight stretch used for knitwear

Buttons : Four hole polyester rimmed buttons +/- 15mm diameter

Sewing thread: Polyfil 80

Cover thread: same as used for knitting

Colour: Navy

### **COMBAT TROUSERS**

Combat with draw cord in hem. Military 2 button front with metal zip. Waist band to be fitted with 6 x loops measuring approximately 9cm long by 2cm wide. Two vertical slit jet type pockets re-inforced top and bottom, one jetted back pocket re-inforced at edges. Pocket to have velcro fastener 40mm x 15mm which must be concealed. Pleated pocket on right hand side approximately 2.5cm below waist band. Size of pocket approximately 11cm wide by 15cm deep. Pocket to have open top closing with velcro patch, approximately 40 x 15mm to be concealed. Side pocket on left hand side approximately 4.5cm below re-inforcing point of side pocket. Pocket size approximately 20.5cm x 22cm with bellow at back. Pocket flap to have semi-scalloped point. Flap to close with velcro fasteners. Stitched seams to be included on front and back of trouser legs. Chain stitching to be used on seat and side seams for extra strength. To be double seated and doubled at knees.

Composition: 50% Polyester/50% Cotton

Colour : Navy

### **SOCKS**

Half hose with re-enforced heel and toe. Chemically treated with a health foot agent.

Composition: 65% Wool/35% Nylon

Colour : Black

## **KENNY JACKET**

Outer fabric: 50% Polyester / 50% Cotton

Lining: 100% Polyester

Filling: 100% Polyester 68gsm

Features: Concealed zip front to top of collar, Double outer flap with press stud closure, Double collar construction, Two handwarmer pockets, two breast patch pockets with inverted pleats and flaps with press studs, Shoulder straps for epaulettes with press studs, Elasticized waistband and cuffs, Deep cut armhole for easy movement.

Press Studs: S-spring type – non corrosive material with black nickel finish

Zip: Spiral Nylon

Fabric: PCB – Field Dress in accordance with SABS 1387: PART 11

Colour : Navy

## **RAINSUIT**

Class 3 rain suit. Two tone Lime / Navy 180gsm<sup>2</sup>. The raincoat includes a detachable lining and a hood in the collar. All seams are sealed to ensure that the garment is 100% waterproof.

Composition: 180gsm<sup>2</sup> 300D Oxford fabric coated with Poly Urethane. Conforming to EN417 and SANS 50471 standard.

Color: Day glow yellow and navy. Printing to be done on the coat.

Tape specification: TS50 WATT Silver Reflective Open Bead Tape 50mm Class 2 EN471 and SANS 50471. Standard wash 50 cycles at 60°C

Zip Specification: No 5 Spiral SABS 188:2011, Class 2

## **REFLECTIVE JACKET**

Reflective jacket with orange aertex and lime poly panels. Standard wash TS50 Silver tape. The waist to be elasticated. Epaulettes on shoulders. Log front and back as per Umdoni's specification.

## **OFFICER'S PEAK CAP**

Officer's cap with high crown rolled construction laminated fabric on foam. The cap shall have a plain cap band and navy shiny peak. The cap will have no oak leaf braid on the peak. It must be fully lined with Polyester lining and leatherette sweat band and velvet comfort strip with ventilation eyelets in the bevel. Piping along the crown in the bevel seam.

Composition: 55% Polyester and 45% Wool

Colour: Navy

Size range: 51,52,53,54,55,56,57,58,59,60,61,62,63,64

### **RANKING OFFICER'S PEAK CAP**

Officer's cap with high crown rolled construction laminated fabric on foam. The cap shall have a royal blue cap band and a navy cloth peak. It must be fully lined with Polyester lining and leatherette sweat band and velvet comfort strip with ventilation eyelids in the bevel. Piping along the crown in the bevel seam. The Rank insignia to be embroidered onto cloth peak.

Composition: 55% Polyester & 45% Wool

Colour: Navy

Embroidery: Gold Metallic embroidery thread for rank insignia

Rank Insignia: Embroidered Rank Lurex. To be embroidered onto cloth peak as follows:

Chief Superintendent: 7 leaf

Superintendent : 5 leaf

Assistant Superintendent: 3 leaf

Size Range: 51,52,53,54,55,56,57,58,59,60,61,62,63,64

### **LADIE'S FELT HAT**

Ladies Police style felt hat with a turn up stitched brim. The hat shall have a high crown and a 25mm wide. 100% Polyester Petersham braid hatband of a colour to be acceptable match to the colour of the hat.

Composition: 100% Wool felt

Colour: Navy

Size range: S, M, L, XL, 2XL

## **FORMAL EPAULETTES**

The formal epaulettes shall consist of a stiffened backing covered in a synthetic material the underside of the epaulette shall have two (2) flaps folded and fused together to form a channel which accommodate a garment's shoulder strap. The base shall be flat with a curved head on where an official Umdoni crested Metalette button shall be displayed and the Metalette rank insignia to be displayed in accordance with the respective rank.

Composition: PVC backing covered with knitted synthetic material coated with a fire retardant compound and Metalette for the rank insignia.

Colour: Royal Blue – Pantone 280C

Positioning: Positioning of button and rank insignia shall be in accordance with measurements.

Rank Insignia: To depict ranks as follows:

Chief Superintendent: 7 leaf

Superintendent: 5 leaf

Assistant Superintendent: 3 leaf

## **LADIES LINED SKIRT**

The skirt shall be three panel

style skirt. It shall be fully lined and fasten at the back of a slide fastener and button. The front shall be plain. The back shall have two (2) panels with a slide fastener and 2 darts on either side of the slide fastener. The skirt shall have a 40mm top stitched partial elasticated waistband with four (4) 65mm belt loops. Hanger loops shall be sewn onto the side of the waistband.

Composition: 55% Polyester & 45% Wool blend made in accordance with SANS 985 2008

Colour: Navy

Weave : Plain

Mass per square meter: 270 grams

Threads per cm: 18x18

Yarn count: 46/3 x 46/3

Threads: To comply with relevant requirements of SANS 1362 2008 "Sewing threads" colour to be an acceptable match to the colour of the outer material.

Lining: The lining shall be 100% Polyester

Slide fastener: One-way closed end fastener that complies with relevant requirements of class B slide fasteners of SANS 1822 2011 "Slide fasteners "and will be of a colour to be acceptable match to the colour of the outer material.

Buttons: Flat or sew through French Bevel Buttons. 15mm/24 Line in diameter with four (4) holes and shall be of the colour to be acceptable match to the colour of the garment.

Size range: 71,76,81,87,92,97,102,107,112,117,122,127,132,137

## **GOLF T SHIRTS**

Golf T Shirts with a two ridge collar. Double – needle finish on sleeves and hem.

Three – button placket. Supplied with a loose pocket. Self – fabric neck tape on collar seam.

Composition: 175g 65/35 Poly Cotton fabric

Colour: Navy – with Gold embroidery with Emblem

Size: S, M, L, XL,2XL, 3XL

## **RAIN CAP COVER**

A waterproof reversible rain cap cover that shall provide efficient rain protection for the peak cap during inclement weather. A clear thin layer of resin is applied to the inside face of fabric which keeps the fabric from absorbing water for undaunted water shedding action. An elastic bottom rim will ensure a secure fit over peak cap.

Composition: Polyurethane coated Nylon

Colour: Transparent

Size range: Standard (one size fits all)

## **BASEBALL CAP**

Brushed cotton (100%)

6 Panel structured

Embroidered eyelets

Pre-curved peak

Self covered Velcro strap

4 row stitched sweatband

Branding area: 120mm x 60mm

Colour: Navy with Gold embroidery for ranks

### **NAMETAG**

Brass crested – epoxy coated nametag with SA flag.

Safety pin / 2 pin/ magnet back

### **RUBBERIZED SHOULDER FLASHERS**

This is a rubberized shoulder flasher – is all navy of design to be 2D raised print, remainder of design to be flat print, the colour base material to be navy.

### **WHISTLE LANYARDS**

The single round lanyard shall be made from a very strong twisted Polyester yarn, with a heat sealed tip to prevent fraying and the synthetic fibers will provide toughness and low water absorption. This ornamental uniform accessory attaches to a police whistle, therefore a swivel hook shall be provided at the end of the lanyard.

Composition : 100% Polyester yarn

Colour: Navy

Width: 8mm

Length: Minimum of 900mm

Attachment: Swivel hook

### **LEATHER BELT**

The double layer leather belt with buckle protector and solid brass Sam Browne two (2) pronged buckle secured with rivets. The waist belt from genuine leather shall have reinforced stitching throughout. A leather loop/belt keeper shall be provided neatly tucked away any excess tongue. The belt shall be fitted with solid brass, double prong Sam Browne type buckle. The ends shall all be well finished. The buckle and belt shall be exactly the same

quality and appearance as the buckle and be presently used by the Umdoni Traffic & Policing.

Composition: Genuine leather with a solid brass Sam Browne buckle

Colour:Black

Buckle: Solid brass Sam Browne two (2) pronged buckle

Width: 55mm uniform width

Size range: 81,87,92,97,102,107,112,117,122,127,132,137,142,147

### **METALETTE - GEORGETTES**

As per the Traffic & Policing ranks



- Magnum Trouser/ Step-out Pants



--Magnum S/S Shirt



- Magnum Long Sleeve Shirt



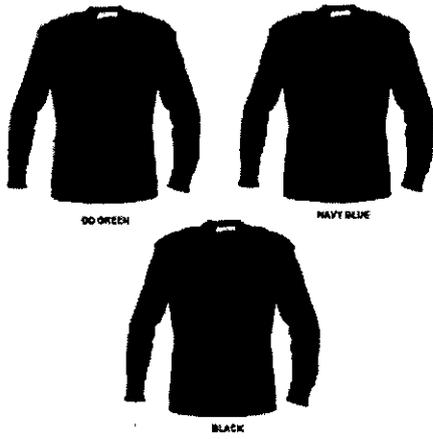
- Tie



- Parabellum Shoes



- Combat Boots



- Jersey



- Combat Trouser



-Kenny Jacket



-Rainsuit



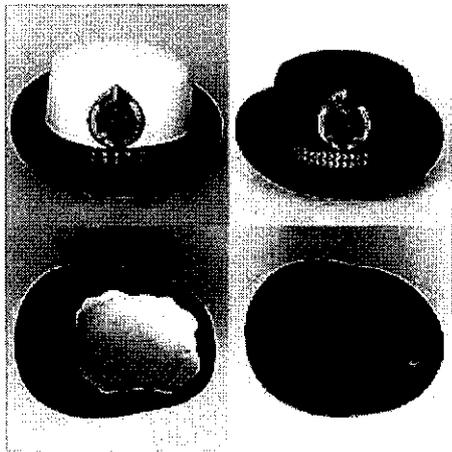
-Reflector Jacket



- Officer's Peak Cap



--Ranking Officer's Peak Cap



-Ladie's Felt hat



-Formal Epaulettes



-Ladies Lined Skirt



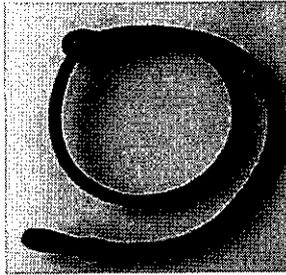
- Golf T-Shirt



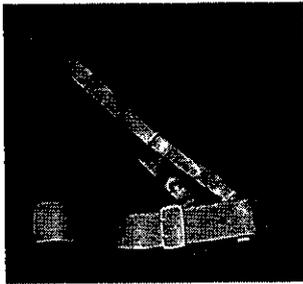
-Baseball Cap



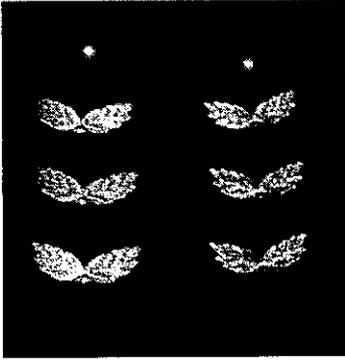
- Rubberized Shoulder Flashers



-Whistle Lanyards



-Leather Belt



-Metalette-Georgettes

#### 14. PRICING SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE PER ITEM (INCLUDING VAT)	DELIVERY PERIOD
1.	Magnum Shirt Short sleeves	Each	51		
2.	Magnum Shirt Long Sleeves	Each	34		
3.	Magnum Trouser/Step-ou Pant	Each	51		
4.	Combact Pant	Each	17		
5.	Parrabellum Shoe	Each	17		
6.	Socks	Each	85		
7.	Peak Cap	Each	17		
8.	Cap Cover	Each	17		
9.	Basball Caps	Each	34		
10.	Formal Epaulettes	Each	17		
11.	Ladies lined skirt	Each	12		
12.	Reflector Jacket	Each	34		
13.	Name Tags	Each	17		

14.	Back Bags	Each	17		
15.	Ladies Flet hat	Each	4		
16.	Female bag	Each	4		
17.	Jersey	Each	31		
18.	Half Jesrsey	Each	17		
19.	Stockings	Each	60		
20.	Gloves	Each	34		
21.	Hand Cuffs	Each	17		
22.	Hand Pouch Kenny Jacket	Each	17		
23.	Rain Suit	Each	17		
24.	Golf T-Shirt	Each	0		
25.	Leather Belt	Each	17		
26.	Belt Com	Each	17		
27.	Tourch	Each	17		
28.	Jump suit	Each	0		
29.	Combact Boots	Each	17		
30.	Ties	Each	34		
31.	Flash	Each	17		



# UMDONI MUNICIPALITY

The J.E.W.E.L of the South Coast

## EXPERIENCE

NAME OF CLIENT, CONTACT PERSON & CONTACT NUMBER	RELEVANT EXPERIENCE	VALUE OF ORDERS SUPPLIED	DATES / YEARS

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

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

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	CLOSING DATE:	CLOSING TIME:
-------------	---------------	---------------

DESCRIPTION
-------------

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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


**SUPPLIER INFORMATION**

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
------------------	------	--	--------	--

E-MAIL ADDRESS	
----------------	--

VAT REGISTRATION NUMBER	
-------------------------	--

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
-----------------------	----------	--	----	---------	--

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[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	
---	--

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>	<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>
--	--

DEPARTMENT	CONTACT PERSON
------------	----------------

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

TELEPHONE NUMBER	FACSIMILE NUMBER
------------------	------------------

FACSIMILE NUMBER	E-MAIL ADDRESS
------------------	----------------

E-MAIL ADDRESS	
----------------	--

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

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

DATE: .....

## MBD 4

## 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, hareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 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>	
<b>SPECIFIC GOALS</b>	
<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:

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

**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 CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

## 2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO. ....**

**ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):**  
.....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations

D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of .....(name of bidder entity), the following:

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js9141w 4

### APPENDIX 3: TERMS AND CONDITIONS: GOODS

1. This purchase order, including these terms and conditions, constitutes the sole and entire agreement between the parties hereto.
2. The Vendor's quotation is incorporated in and made a part of this purchase order only to the extent of specifying the nature and description of the goods ordered and then only to the extent that such items are consistent with the order in terms of this purchase order. No other terms and conditions shall be binding upon the Purchaser unless accepted in writing.
3. An advice note or packing slip bearing the Purchaser's order number must be sent to the Purchaser on the same day that the goods are dispatched and a copy of such advice note or packing slip bearing the Purchaser's order number must be enclosed with the goods.
4. An invoice bearing the Purchaser's order number shall be sent to the Purchaser on the day on which goods are dispatched.
5. Payment will be effected within 30 days of receipt of invoice, provided that the Purchaser is satisfied with the goods rendered. The Purchaser shall not be responsible for delays in payment which are beyond its reasonable control.
6. The price herein specified, shall otherwise expressly stated include all taxes and duties of any kind which either party is required to pay with respect to the sale of goods rendered in terms of this agreement.
7. Ownership of and the risk in and to the goods shall pass to the Purchaser only upon receipt of the goods by the Purchaser in or on its premises and upon an authorized signatory certifying that the goods were received in good order.
8. Materials bought or obtained by the Vendor for use on contract works, shall become the property of the Purchaser immediately when the relevant portion of the actual price of the materials is paid to the contractor in accordance with the terms of payment as set out in this agreement. Property in and the title to the contract works shall pass to the Purchaser in proportion to the amount paid to the Vendor in accordance with the terms of payment.

9. The Vendor indemnifies the Purchaser against all loss of any kind whatsoever which may be occasioned by loss or damage to the material or works concerned in this agreement, whether these are the property of the Purchaser, the Vendor or of any other party.
10. The Purchaser shall not be liable for any loss, damage or expense arising from the Vendor's execution of the order with the Purchaser and the Vendor shall indemnify and keep the Purchase indemnified against any loss, damage, expense or injury to any property or any person in consequence of any defect in design (not originating with the Purchaser) work or material or from any negligence of the Vendor, its servant or agents. If the Purchaser becomes subject to any such claim, the Vendor shall render all reasonable assistance as required by the Purchaser to settle or defend any such claim or arbitration or proceeding arising there from and shall be liable for inter alia all legal fees incurred by the Purchaser in defending and/or settling such claims.
11. All delivery instructions of the Purchaser shall be strictly complied with and failure to do so will render the order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall be entitled to Purchase such goods elsewhere and debit the contractor with any loss, expense and cost thereby incurred.
12. The Vendor is required to acknowledge receipt and acceptance of this purchase order and the terms and conditions therein. Non-receipt of the Vendor's acknowledgment within three (3) working days from the date of this purchase order shall be deemed to signify acceptance by the Vendor of this purchase order and its conditions.
13. All goods delivered under any order of the Purchaser must be strictly to the quality control, engineering and building specifications, drawing, descriptions, samples or any other data furnished or adopted by the Purchaser and all goods must be in a new condition when delivered.
14. The Vendor warrants that all goods delivered under this order are fit and sufficient for the purpose for which they are intended to be used, that they are of merchantable quality and free from defects, whether they are patent or latent, in both material and workmanship.
15. The terms of all orders of the Purchaser or information supplied thereunder or derived therefrom are strictly confidential and shall not be divulged to any third party.

16. Failure by the Purchaser to enforce any of these issues shall not be construed as a waiver of any of the Purchaser's rights hereunder.

**Responsibilities of the Vendor:**

1. In accordance with the requirements of the Request for Quotation, provide Goods in the quantity, on or before the due date determined in or stated in a written order issued by the Purchaser.
2. Ensure that all goods shall be packaged with the provisions of the Request for Quotation. Where no provisions are made in the specifications for packaging, the goods shall be properly packed for long term storage in containers suitable to protect the contents against damage through rough handling and for over-storage in transit or whilst in stores.
3. Ensure that all containers (including packaging cases, boxes, tins, drum and wrappings) supplied by the Vendor shall be considered as non-returnable, and their cost having been included in the price of the goods.
4. Ensure that each consignment is clearly marked on the outside of the consignment or package with the Vendor's name and full details on the destination in accordance with the Purchaser's order and include a packaging note stating the contents thereof.
5. Ensure that on dispatch of each consignment, the Vendor shall send to the Purchaser at the address for delivery of the goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch.
6. Send to the purchaser a detailed priced invoice as soon as reasonably practical after dispatch of the goods.
7. Ensure that the delivery of goods is effected within 7 days from receipt of the Purchaser's order, or if otherwise specified by the Purchaser. Should the Vendor have reason to suspect delays in delivery, the Vendor shall advise the Purchaser upon receipt of an order, in writing, of any anticipated delays citing reasons therefore and put forward a new anticipated delivery timeline. The Purchaser may extend the delivery date as it sees fit. Unless and until the Vendor receives a notification of the new, extended delivery date, there shall be no extension to the delivery date.



Signed on behalf of the Purchaser:

\_\_\_\_\_

Designation: \_\_\_\_\_

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

Signed on behalf of the Vendor:

\_\_\_\_\_

Designation: \_\_\_\_\_

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

July 2010

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the 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 fulfillment 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.
- 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.

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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. Anti-dumping 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.