EMAKHAZENI LOCAL MUNICIPALITY

SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS

ELM 23/12/01

TENDER DOCUMENT

EMPLOYER:

EMAKHAZENI LOCAL MUNICIPALITY
25 Schepeers Street
Belfast
1100
Tel: (013) 253 7600
Fax: (013) 253 1696

NAME OF TENDERER : ....

....

TOTAL BID PRICE (EXCL. VAT) : ....

TOTAL BID PRICE (INCL. VAT) : ....

PREFERENCE / BBBEE GRADING : ....

CENTRAL SUPPLIER DATABASE NO : ....

TAX COMPLIANT STATUS PIN : ....

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TENDERING PROCEDURES

THE TENDER

Part T1: Tendering Procedures

T1.1 Tender notice and invitation to tender
T1.2 Tender Data
T1.3 General Conditions of the bid proposal: Definitions

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bid documents will be obtainable on payment of cash non-refundable document fee of **R350.00** per document from the offices of the Emakhazeni Local Municipality, 25 Scheepers Street, Belfast during office hours from 07H45 to 12h30 and 13h00 to 15h00 weekdays, or on supply of proof of EFT payment made into the following bank account: **FNB Current Account Number 62028195510 Branch Code 270351, Tender Reference number (Project Number and Company Name)**, the document can also be obtained on the municipality's website or **on the e-Tender Website at http://www.etenders.gov.za/content/advertised-tenders** at no cost.

Tenders are to be completed in black ink and completed in accordance with the conditions and rules contained in the tender documents. The tenders and relevant documents must be sealed in a envelope and externally endorsed with **Project No; and Description;** and be deposited in the Tender Box, Ground Floor, Emakhazeni Local Municipality, 25 Scheepers Street, Belfast, Mpumalanga. **The Tenders shall remain valid for a period of 90 days from the closing date.** Telegraphic, telephonic, fax, telex e-mail or late tenders will not be accepted.

Project number	Description	Availability of Tender document	Briefing session	Closing Date	Functionality %	Contact person
ELM 23/12/01	**SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS**	Tuesday the 20th of December 2022	None	Friday the 27th of January 2023 at 12h00	70%	Procurement enquiries: Mr. Joas Madiope at 013 253 7601 joas.madiope@emakhazeni.gov.za Technical enquiries: Mrs. S. Matsane at 013 253 7600 spokazi.matsane@emakhazeni.gov.za

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emakhazeni Local Municipality aligned to preferential procurement policy framework (PPPFA) (Act 5 of 2000) .The Method for evaluation of Consortium and professional service providers is based on functionality (minimum 70%), price and preferential (80/20 preference). Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached. Service providers must be registered at central supplier database (CSD). Service provider must also ensure that their BBBEE certificate or sworn affidavit is still valid as they will have a big impact during evaluation processes.

MR. J.W. SHABANGU
MUNICIPAL MANAGER
EMAKHAZENI LOCAL MUNICIPALITY

[MBD1] PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMAKHAZENI LOCAL MUNICIPALTY					
BID NUMBER:	ELM 23/12/01	CLOSING DATE:	**27 January 2023**	CLOSING TIME:	**12H00**
DESCRIPTION	**SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Emakhazeni Local Municipality
25 Scheepers Street
Belfast, 1100
Mpumalanga

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE			NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE			NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	**S. Matsane**
CONTACT PERSON	Joas Madiope	TELEPHONE NUMBER	**013 253 7600**
TELEPHONE NUMBER	013 253 7601	FACSIMILE NUMBER	013 253 1889
FACSIMILE NUMBER	013 253 1889	E-MAIL ADDRESS	spokazi.matsane@emakhazeni.gov.za
E-MAIL ADDRESS	joas.madiope@emakhazeni.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: …………………………………………...

T1.2 TENDER DATA

The EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy and Occupational Health and Safety Act are applicable to this contract. However in case of any ambiguity, the EMAKHAZENI LOCAL MUNICIPALITY's Supply Chain Management Policy takes precedence.

The Tender Data makes several references to the ELM Supply Chain Management Policy for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and ELM Supply Chain Management.

Clause No.		
F.1.1	**The Employer is:** EMAKHAZENI LOCAL MUNICIPALITY, P O Box 17, Belfast, 1100	
F.1.2	**The tender document's contents is as follows:** **Part T1 : Tendering Procedures** T1.1 Tender Notice and invitation to tender T1.2 Tender Data **Part T2: Returnable Documents** T2.1 List of Returnable documents T2.2 Returnable schedules **Part C1: Agreements and Contract Data** C1.1 Form of offer and acceptance C1.2 Contract Data **Part C2:** Scope of work and bill of quantities **Part C3:** Pricing data	
F.1.4	**The Employer's Representative is:**	
	Supply Chain Management Unit	Email: joas.madiope@emakhazeni.gov.za Tel: 013 253 7601
	End user Department	Email: spokazi.matsane@emakhazeni.gov.za Tel: 013 253 7600
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents.	
F.2.1	**Eligibility** Only those tenderers who satisfy the following criteria are eligible to submit tenders:	
	Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document .	
F.2.2	**No clarification meeting:**	
F.2.3	**Date:** N/A **Starting time:** N/A	
	No late, faxed, emailed or other form of tender will be accepted. Completed tenders in Black ink in sealed envelopes and clearly marked **"SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS"** must be placed in Tender Box at SCM Office, EMAKHAZENI LOCAL MUNICIPALITY 25 Schepeers Street, Belfast, 1100	**Location:** Emakhazeni Tender Box EMAKHAZENI LOCAL MUNICIPALITY 25 , Schepeers Street Belfast

	Closing date: 27 January 2023 Closing Time:12h00	
F.2.14	Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification.	
F.2.15	The closing time for submission of tender offers and proposals is as mentioned in F.2.7 above and as stated in the Tender Notice and Invitation to Tender.	
F.2.16	All tenders received by the EMAKHAZENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.	
	The Tender offer validity period is 90 Days.	
F2.16.3	Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered	
F2.23	The tenderer is required to submit with his tender: Non Submission of the following documents will results in automatic disqualification: (1) a copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation. (2) In case of Joint Venture – the Joint Venture Agreement. (3) proof of professional registration for the company	
F.3.1.1	Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, ELM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer.	
F.3.6	After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the ELM.	
F.3.11.1	**Evaluation of Tenders** The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of ELM Supply Chain Management Policy which entails the balance between Financial Offer, Quality and preferences on 80-20 points system will be adopted. **EVALUATION CRITERIA (FUNCTIONALITY)** The Municipal SCM Policy & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee. The 80/20 point system shall be used for Evaluation of tender documents in terms of Preferential Procurement Point Framework Act. Received Responsive bids will be evaluated based on the following criteria: Stage 1 – Completeness & Functionality Stage 2 – Price and Preferential Points Only bidder scored a minimum of 49 out of 70 points will be considered for price and BBBEE.	

FUNCTIONALITY POINTS:

Pre-Qualification Requirements		Maximum Points
Certification/Accreditation with the relevant quality inspection (Quality Management System ISO 9001) Bidder is certified for Manufacture of Workwear and supply of Protective equipment.	Bidder is certified as own manufacturer (30 points) ***(Attach certificate)*** Bidder is sourcing the PPE from an accredited manufacturer (15 points) ***(Attach certificate of the accredited manufacturer and a memorandum of understanding)***	30
Company Experience Previous relevant and current experience Attach orders and or appointment letters	**Value of Orders** R30K-R200K =10 Points R200K-R500K =20 Points R500K-R1m =30 Points R1m and above =40 Points	40
Locality	Supplier Main Office within Emakhazeni Local Municipality- 10 Supplier Main Office within Nkangala District Municipality - 7 Supplier Main Office within Mpumalanga Province - 5 Supplier Main Office Outside Mpumalanga Province – 3	10
TOTAL POINTS OBTAINABLE		**70**

NB: To enable to claim the above mentioned points proof of all the points to be claimed must be submitted.

1. **The minimum qualifying score for functionality is 70% .**
2. **Bidders who scored 49 points 70% and more on functionality will qualify for further evaluation on price and preference.**

Bidders who scored less than 70% will be disqualified.

F 3.15 If the Tender does not comply with the Tender conditions, the Tender will be rejected. If specifications are not met, the Tender will also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- The Master Registration Number and Tax compliance status PIN to enable the municipality to verify the bid tax compliance status must be attached.
- Non submission of company registration certificates.
- Non submission of the proposal in the prescribed format
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to fully complete the schedule of quantities as required.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. pencil.
- Tempering with the original tender document in any way.

- Not completing the document by black ink.
- Failure to attend compulsory briefing meetings, if any.
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form "Authority for Signatory"**
- No authority for signatory submitted.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirem and/or specifications.
- The Tenderer's attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract wit municipality or any other organ of state after written notice was given to that Tenderer that performance unsatisfactory.
- The declaration of interest form is not fully completed, or any false declaration

2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3.Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Good standing with SA Revenue Services

- Determine whether a valid tax clearance certificate or verification pin has been submitted.
- The Tenderer must affix a valid Tax Clearance Certificate or Master Registration Number and tax compliance status PIN to enable the municipality to verify the bidder's tax compliance status must be attached to the designated page of the Tender document.

If the Tender does **not** meet the requirements contained in the EML Supply Chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

5. Penalties

The EMAKHAZENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.

- Restrict the firm, its shareholders and directors on obtaining any business from the EMAKHAZENI LOCAL MUNICIPALITY for a period of 5 years.

80 – POINTS (FOR PRICE):

DESCRIPTION	**ALLOCATED POINTS**
Price Competitiveness	**80**

20 – POINTS (FOR BBBEE):

BBBEE status Level of Contributor	**Number of points (80/20)**
1	**20**
2	**18**
3	**14**
4	**12**
5	**8**
6	**6**
7	**4**
8	**2**
Non-Compliant contributor	**0**

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of EMAKHAZENI LOCAL MUNICIPALITY.

F3.16 In the event that no correspondence or communication is received from the ELM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.

F.3.16 The number of paper copies of the signed contract to be provided by the Employer is one.

F3.11.9 The quality criteria and maximum score in respect of each of the criteria are as given Municipal **Supply Chain Management Regulations.**

The number of paper copies of the signed contract to be provided by the employer is one

F.3.11.9 The additional conditions of Tender are:

1. EMAKHAZENI LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.
2. The EMAKHAZENI LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

The tenderer is to note that the following **Additional Relevant Documents** attached into Part 5 of this document will form part of this contract:

(i) EMAKHAZENI LOCAL MUNICIPALITY Supply Chain Management Policy,

	(ii) ELM General Conditions of Contract
3.4.1	1. Written acceptance of the appointment letter is required not later than three (3) days from receipt of the of the letter.
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.12.2	The notice of termination shall be seven (7) calendar days.
4.6	The Service Provider shall receive instructions in writing only from the Employer or his designated representative.
5.7	On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.
8.4.1	The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. Service Provider) does not perform in accordance with the performance agreement that forms part of the appointment
14.2	Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the Employer's fee format and signed by the responsible person) by the Employer, submitted to the Finance Department of EMAKHAZENI LOCAL MUNICIPALITY's Offices, for the attention of the Employer's agent indicated in the appointment letter.

T1.3 GENERAL CONDITIONS OF THE BID PROPOSAL

1. Definitions

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in thevarious parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorized"	By or with the prior written instruction, consent or approval of the Council and "unauthorized" means theconverse.
"Closing of Bids"	The time and date before which Bids must be received by the Council and after which no further Bids will beaccepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the BidDocuments in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	Any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued orpublished by the Council inviting the submission of Bids.
"Bid Period"	The period between the issue by the Council, of an invitation to submit Bids for the project or the issue of theBid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names,trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2. INTERPRETATION

2.1. APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2. LANGUAGE

These Conditions of Bid shall be interpreted in the English language.

2.3. GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4. SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5. HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereofnor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.6. SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.6.1. Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.6.2. All alterations must be initialled by the authorised submitter.

2.7. AMENDMENTS TO THE BID DOCUMENTS

2.7.1. AMENDMENTS BY THE BIDDER

2.7.1.1. Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additionsare made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.7.1.2. Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

2.7.2. AMENDMENTS BY THE EMPLOYER

2.7.2.1. The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.7.2.2. Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.7.2.3. No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

3. SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled “Authority of Signatory” in the section “Forms to be Completed by the Bidder” of the Bid Documents, as duly authorised by the Bidder to do so.

4. CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

5. COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

6. ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered and reserves the right to award in part or in whole.

7. PERIOD OF VALIDITY OF BIDS

7.1. The bids shall remain valid for a period of three (3) months or 90 days after the Closing date.
7.2. Prices must be firm during this period and not linked to any exchange rate whatsoever.

8. REPUDIATION OF BID OR INVALIDATION OF CONTRACT

8.1. If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledgeof the Bidder:

8.1.1. Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining acontract; or

8.1.2. Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

8.1.3. Has entered into an agreement or has made an arrangement, whether legally binding or not,with another person, firm or company to:

8.1.3.1. Refrain from bidding for this Contract; or

8.1.3.2. as to the amount of the Bid to be submitted by either party;

8.1.3.3. Except only where such other person or firm is named in the Bid as a prospective memberof an intended Joint Venture to be formed if the Bid is accepted by the Council; or

8.1.4. Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

8.1.4.1. the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

8.1.4.2. such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

8.1.5. The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

9. BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the “Bidders Particulars” form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm nameetc.).

10. ADDITIONAL INFORMATION REQUIRED

10.1. The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

10.2. The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has beenprepared and submitted.

11. TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African RevenueServices (SARS).

12. CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts. Bidders that are based in areas that are non-rated and no municipal services are provided to them are required to provide a letter from the municipality confirming that the area is non-rated.

13. NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

13.1. No bids will be considered from persons in the service of the state

13.1.1. MSCM Regulations: "in the service of the state" means to be –
- 13.1.1.1. a member of any municipal council;
- 13.1.1.2. a member of any provincial legislature; or
- 13.1.1.3. a member of the national Assembly or the national Council of provinces;
- 13.1.1.4. a member of the board of directors of any municipal entity;
- 13.1.1.5. an official of any municipality or municipal entity;
- 13.1.1.6. 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);
- 13.1.1.7. a member of the accounting authority of any national or provincial public entity; or
- 13.1.1.8. an employee of Parliament or a provincial legislature.

14. SPECIAL CONDITIONS OF THE BID PROPOSAL

14.1. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

14.2. No proposals by any person that is not competent to enter into an agreement will be consideredand if it is established that it is the case, the contract agreement in this regard will be considered nulland void by Council.

14.3. Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

14.4. Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competenthigher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

14.5. Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

14.6. Council reserves the right to alter quantities based on the supplied rates.

14.7. All Bids will be adjudicated in terms of the Emakhazeni Local Municipality's SCM Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.

14.8. The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

14.9. The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

14.10. The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

14.11. Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.

2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.

3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

T2.2 RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Declaration of interest
Form D	Authority for Signatory
Form E	Declaration of past supply chain management practices
Form F	Declaration of good standing regarding tax
Form G	Financial references/ Bidder`s credit rating and bank details
Form H	Declaration of Municipal Account
Form I	Preference Schedule
Form J	Declaration for local production and content
Form K	Certificate of independent Bid determination
Form L	Proposed Key Personnel(if there's functionality)
Form M	Schedule of Infrastructure of the Firm
Form N	Schedule of Proposed Sub-Consultants
Form O	Schedule of Previous Experience
Form P	Declaration tenderer's litigation history
Form Q	Schedule of Current Commitments
Form R	Tenderer's project structure
Form S	Form of Indemnity

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

NB!!!! In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise**: ……………………………………………………………………………………………........

2. **VAT Registration number, if any**: ……………………………………………………………………………......

3. **Do you have an office within EMAKHAZENI LOCAL MUNICIPALITY area of jurisdiction?**
YES or **NO** *(Please tick correct response)*

3.1. Street address of office: ……………………………………………………………………………........

3.2. Telephone number: (not cell phone number)……………………………………………………............

3.3. Fax No. :……………………………………………………………………………………………….........

3.4. Person in charge of office on a full time basis: ……………………………………………………..........

3.5. Number of staff in this office: ………………………………………………………………………..........

4. **Particulars of shareholders and partners in the firm:**

Name	Identity Number	Personal Income Tax Number

5. **Particulars of companies and close corporations:**

Company Registration Number: …………………………………………………………………………….............

Close Corporation Number: ………………………………………………………………………………..........

Tax reference Number: ………………………………………………………………………………………..

6. **Record in the service of the state:**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership of director, manager, principal stakeholder or stakeholder in a company or close corporation is currently of has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council

☐ a member of any provincial legislature

☐ a member of the National Assembly or the National Council of Province

☐ a member of the board of Directors of any Municipal entity

☐ an official of any municipality or municipal entity

☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)

☐ a member of an accounting authority of any national or provincial public entity

☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following information:

Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder	**Name of Institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		Current	**Within the last 12 months**

SIGNED ON BEHALF OF THE TENDERER: ……………………..………………

FORM A2: COMPULSORY ENTERPRISE QUESTIONNAIRE FOR CONSORTIA OR JOINT VENTURES

In the case of a Joint Venture – Form "A2" needs to be completed

SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: (*legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. ____
____

2. ____
____

3. ____
____

4. ____
____

5. ____
____

6. ____
____

7. ____
____

8. ____
____

Held at ________________________________ *(place)*

On ________________________________ *(date)*

RESOLVED that:

The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the EMAKHAZENI LOCAL MUNICIPALITY in respect of the following project:

____

Bid / Project Number: ____**{insert number}**

A. Mr/Mrs/Ms: ____

in *his/her Capacity as: ____*(Position in the Enterprise)*

and who will sign as follows: ____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

B. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: ____

C. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the municipality in respect of the project described under item A above.

D. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the municipality for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item C above.

E. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the municipality, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the municipality referred to herein.

F. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the municipality in respect of the project under item A above:

Physical address: ______________________________

____

________________________ (code)

Postal Address: ______________________________

____

________________________ (code)

Telephone number: ________________________ (code)

Fax number : ____________________________ (code)

NO	NAME OF ENTITY	NAME OF REPRESENTATIVE	CAPACITY	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Note:

1. ** Delete which is not applicable*
2. ***NB**. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid*
3. *Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page*
4. *Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.*

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Registration certificate and audited Shareholders' register

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement in accordance with the Tender Data between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

4. For tenderer's shareholders

Affix copies of certified identity documents

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

SIGNED ON BEHALF OF THE TENDERER: ....

FORM C: DECLARATION OF INTEREST

MBD 4

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

1 Any legal person, including persons employed by the State[1], or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below

[1] *“State” means:*

- 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) *any municipality or municipal entity;*
- d) *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 provincial legislature.*

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to thebidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, mayresult in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

____

____

____

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

____

____

____

____

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

____

____

____

____

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

Full Name	Identity Number	Personal Tax Reference Number

3. DECLARATION

I, the undersigned (name) ____________________

certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of thegeneral conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

FORM D AUTHORITY OF SIGNATORY

Details of person responsible for tender process and duly authorized to sign all documents in connection with this Tender:

Name : ____

Contact number : ____

Office Address : ____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)*...

Mr / Ms ....

has been duly authorized to sign all documents in connection with the Tender for: **ELM 23/12/01: SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS** and any Contract which may arise there from on behalf of ………………………………………………………………

(BLOCK CAPTIALS)

Pro-Forma

SIGNED ON BEHALF OF THE COMPANY ....

IN HIS CAPACITY AS ....

DATE ....
NAMES OF SIGNATORY ....
....

AS WITNESSES: 1. ……………………………………..

2. ………………………………….…

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ………………………………….., authorised signatory of the company …………………………, acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: Responsible Personnel: ……………………..................		Signature: …………………….. Designation: …………………..
Responsible Personnel: ……………………..................		Signature: …………………….. Designation: …………………..
Responsible Personnel: ……………………..................		Signature: …………………….. Designation: …………………..
Responsible Personnel: ……………………..................		Signature: …………………….. Designation: …………………..
Responsible Personnel: ……………………..................		Signature: …………………….. Designation: …………………..

Pro-Forma

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD.

FORM E: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

a. Abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. Failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing Business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

FORM F DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

MBD 2 Tax Pin Requirements

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

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:

☐ Proof of Registration with Central Supplier Database (CSD)
☐ SARS TAX PIN

FORM G: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to Bidder:

1. The bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The bidder's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<table>
<tr><td>BANK NAME:</td><td></td></tr>
<tr><td>ACCOUNT NAME: <i>(e.g. ABC Civil Construction cc)</i></td><td></td></tr>
<tr><td>ACCOUNT TYPE: <i>(e.g. Savings, Cheque etc)</i></td><td></td></tr>
<tr><td>ACCOUNT NO:</td><td></td></tr>
<tr><td>ADDRESS OF BANK:</td><td></td></tr>
<tr><td>CONTACT PERSON:</td><td></td></tr>
<tr><td>TEL. NO. OF BANK / CONTACT:</td><td></td></tr>
<tr><td>How long has this account been in existence:</td><td><table><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)</td></tr>
</table>

Name of Tenderer: ……………………………………………………………………

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

Full name of signatory: ……………………………………………………………..

ATTACH A COPY OF A LETTER FROM BANK NOT OLDER THAN THREE (3) MONTHS TO THIS PAGE

FORM H: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned ____, has been duly

authorized to sign all documents with the Tender for Contract Number _______________on behalf of

____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.

2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY ____

IN HIS CAPACITY AS ____

DATE ____

FULL NAMES OF SIGNATORY ____

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR COPY OF MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of the director(s) (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company or Lessor)
- In the event payment of Municipal services is incorporated into the lease agreement, the bidder is required to attach the municipal account in the name of the Lessor.
- Bidders that are based in areas that are non-rated, a letter from the municipality to confirming that must be attached.

FORM I: PREFERENCE SCHEDULE

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**20**
Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2 DEFINITIONS

2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 "**B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** 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;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with annual total revenue of R5 million or less.

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 ***"sub-contract"*** *means the primary service Provider's assigning, leasing, making out work to, or employing, another person to support such primary service Provider in the execution of part of a project in terms of the contract;*

2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 whenever, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must one scoring the highest score for functionality.

3.6 two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS

5.4 trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 Person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended Provider is an EME that has the capability and ability to execute the sub-contract.

5.8 Person awarded a contract may not sub-contract less than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20 points)

7 **(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

8. SUB-CONTRACTING

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

YES		**NO**	

8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? ____ %

2 the name of the Provider? ____________________

3 the B-BBEE status level of the sub-service provider? ____________________

4 whether the Provider is an EME?

YES		**NO**	

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm: ______________________________

9.2 VAT registration number ______________________________

9.3 Company registration number ______________________________

9.4 **TYPE OF FIRM** (Tick Applicable Box)

☐ Partnership/ Joint Venture/ Consortium
☐ One Person business/ sole propriety
☐ Close Corporation
☐ Company
☐ (Pty) Ltd
☐ Other : Specify ______________________________

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

____

____

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated ______________________________

Registered Account Number ______________________________

Stand Number ______________________________

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

____

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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 paragraph 7, the Service Provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or Provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the ***audialterampartem*** (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

……………………………………
SIGNATURE(S) OF BIDDER(S)

2. ………………………………………

FORM J: DECLARATION OF LOCAL PRODUCTION AND CONTENT

MBD 6.2

MBD 6.2: 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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 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. 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:

Description of services, works or goods	Stipulated minimum threshold
All goods/items on the BOQ relates to the textile, Clothing, Leather and Footwear Industry/sector/sub-sector	100%
_______________________________	_____________________

3. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

3.1 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 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

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.

4. **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 AO/AA 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. ELM __________________________

ISSUED BY: EMAKHAZENI LOCAL MUNICIPALITY

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.thdti.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; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: ______________________ **DATE:** ___________

WITNESS No. 1 ______________________ **DATE:** ___________

WITNESS No. 2 ______________________ **DATE:** ___________

ANNEX C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate: Pula ☐ EU ☐ GBP ☐
(C7) Specified local content %

		Calculation of local content					
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

Signature of tenderer from Annex B

____

Date: ______________

SATS 1286.2011

ANNEX D

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(D1)	Tender No.						
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU	R 9.00	GBP	R 12.00

A. Exempted imported content

				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)
(D19) Total exempt imported value	R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Qty	Total imported value
(D30)	(D31)
(D32)Total imported value by tenderer	R 0

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content					
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary	
Quantity imported	Total imported value
(D43)	(D44)
(D45) Total imported value by 3rd party	R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above: R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

____

Date: ______________

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	

		(E9) Total local products (Goods, Services and Works)	R 0
(E10)	Manpower costs	(Tenderer's manpower cost)	R 0
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
		(E13) Total local content	R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

____

Date: _______________________________

FORM K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent ACCESS of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a. disregard the bid of any bidder if that bidder, or any of its directors have ACCESSED the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that 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:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] 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 Institution)

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[3] 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.

[3] 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

FORM L PROPOSED KEY PERSONNEL

Please attach CVs of the proposed key personnel.

1.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
2.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	
3.Position	
Name	
Years of experience	
Formal qualifications	
Professional Registration Category	
Professional Registration Number	
Currently employed by tenderer (y/n)?	
Signature	

SIGNED ON BEHALF OF THE TENDERER: …………………………………………………………………….

FORM M SCHEDULE OF INFRASTRUCTURE OF FIRM

Description (No brand names - describe equipment)	**Size**	**Availability for the project**	**Ownership** (Fully owned/ Instalment purchase/ Leased/ Hired
OFFICE EQUIPMENTS COMPUTERS, PRINTERS & OTHER RELEVANT EQUIPMENTS ECT.			
VEHICLES (INCLUDING REGISTRATION NUMBERS) AND OTHER WORK TOOLS			

SIGNED ON BEHALF OF THE TENDERER: ………………………………………………………………….

FORM N: SCHEDULE OF PROPOSED SUB-CONTRACTORS/SUPPLIERS/CONSULTANTS

Appointment of the proposed sub-consultants is subject to approval by EMAKHAZENI LOCAL MUNICIPALITY (ELM) in accordance with ELM Supply Chain Management Policy.

NAME OF SUB-CO	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT

SIGNED ON BEHALF OF THE TENDERER: …………………………………………………………………………

FORM O SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work.

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Year(s) work executed	Reference			
			Name	Organisation	Tel no	FAX No.

NB: Bidder can make a copy of this page if information does not fit on one page

SIGNED ON BEHALF OF THE TENDERER: ....

FORM P DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, and the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

SIGNED ON BEHALF OF THE TENDERER: ....

FORM Q SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

1. **The tenderer shall list below all projects with which the proposed key personnel (i.e. professionally registered) are currently involved.**
2. **In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.**

PROJECT	CLIENT	START DATE (M/Y)	DURATION (MONTHS)	VALUE OF SERVICE

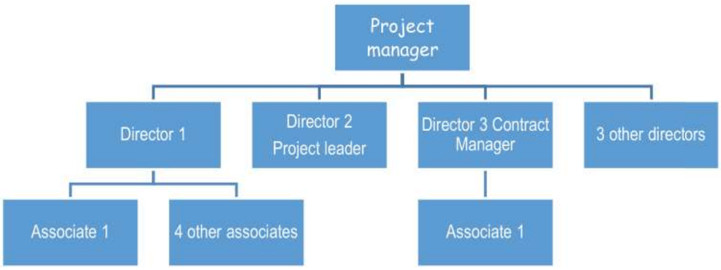
NB: Bidder can make a copy of this page if information does not fit on one page

SIGNED ON BEHALF OF THE TENDERER: ……………………………………………………………………

FORM R TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. **The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.**
2. **Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.**
3. **Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.**
4. **State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA**
5. **Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.**



Head Office:	*State City/Town*
Other Offices:	*Only list number, localities not required*
Registered	
Total Employees :	
%share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER: …………………………………………………………..

FORM S FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) ____

of (registered address of Company) ____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa

(hereinafter called the Contractor), represented herein by (Name of Representative) _______

________________________in his capacity as (Designation) _________________________

of the Contractor, is duly authorized hereto by a resolution dated_________________/20___,

to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated__________________/20 ____, with the Emakhazeni Local Municipality who require this indemnity from the contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Emakhazeni Local Municipality in respect of all loss or damage that may be incurred or sustained by the Emakhazeni Local Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the entity in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the entity in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	

AGREEMENT AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract Data

C1. FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **SUPPLY AND DELIVERY OF TRAFFIC, FIRE AND RESCUE AND BY-LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 36 MONTHS.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL AMOUNT INCLUSIVE OF VALUE ADDED TAX IS

………………………………………………………………………………………...

……………………………….. Rand (in words); R ……………………………… (In figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature: ______________________________ Date:____________________________

Name: ______________________________

Capacity: ______________________________

For the Tenderer: ____

____
(Tenderer's address)

Name &
Signature of
Witness____ Date _________________

PART 2: ACCEPTANCE *(To be completed by the Employer)*

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderder's Offer. In consideration thereof, the Employer shall pay the Provider the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Scope of work and Bill of quantities
Part C3	Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: ______________________________ Date: _______________

Name: ______________________________

Capacity ______________________________

For the Employer ____

____
(Name and address of organisation)

Name & Signature of Witness ______________________________ Date ___________________________

PART C2. SCOPE OF WORK AND BILLS OF QUANTITY

C2.1. SCOPE OF WORK

2.1.1. Specifications

Scope of work

1. Step out trousers-55/45 Triviera/wool, safety stitched side seams, poly/cotton pocketing and waist, French bearer, rubberised waistband, chain stitched side and back seams, 50mm belt loops and fob pocket.
2. Combat trouser-65/35 Poly/cotton twill, thigh pocket on left with Velcro flap, patch pocket on right front, 2 side pockets, 1 back pocket with velcro
3. Combat cap – reinforced front for a badge, valcro adjustable, large peak, poly/cotton, large peak
4. Combat cap rank-5 leaves – embroidered peak rank insignia and embroidered badge, poly/cotton, velcro adjustable, large peak, reinforced front for badge
5. Combat cap rank-7 leaves - embroidered peak rank insignia and embroidered badge, poly/cotton, Velcro adjustable, large peak, reinforced front for badge
6. 50 mm Leather belt- double leather bonded, basket weave finish, prong buckle, 2 leather loops, nickel and brass roller single
7. 30 mm Leather belt – basket weave finish metal prong buckle one leather loop nickel and brass single rpler
8. Pullover-blind stitched double hem, 100%acrylic, traffic fawn colour
9. V – Neck jersey- 100% acrylic, shoulder straps, elbow patches, blind stitched hem and cuffs, traffic fawn colour
10. Parabellum shoes – Male-SANS bearing
11. Parabellum shoes – Female-SANS bearing
12. Cortina Jacket- warm padded zip front short, double collar and flap construction, elasticated waist and cuffs, 2 top and side pockets
13. High visibility 2 piece rain suit, traffic fawn – reflective stripes on all seams, zip close front and storm flap, elasticated waist on trousers, 16” thickness/rubber lining, in carry bag
14. Web belt - 55mm Nylon, traffic insert on buckle, quick release buckle
15. Approach jacket with warm insulation- padded thin lightweight, warm insulation, insulated detachable hood, concealed waist draw cord, flap over zip, front patch below pocket, large inside pocket
16. Reflective jacket – dayglo orange, full front zip, orange/silver reflective, chequered band, reflective traffic badge
17. Leather jacket, bunny style, brown with a badge flip – 2 front pockets, hand warmer pockets, press stud closing cuff, press stud shoulder strap, napa leather finish with velcro
18. Combat shirt, short sleeve, 65/35 poly/cotton twill, 2 top pockets with metre, mitred pocket flaps with button and button hole
19. Combat shirt long sleeve65/35 poly/cotton twill, 2 top pockets with metre, mitred pocket flaps with button and button hole
20. Short sleeve stepout shirt2 top pockets with pen hole in left pocket, 3 point flaps with pleated pocket and mock button, glad neck collar, French cuff, stitched crease down front of shirt, stitched crease down sleeve
21. Long sleeve stepout shirt2 top pockets with pen hole in left pocket, 3 point flaps with pleated pocket and mock button, glad neck collar, French cuff, stitched crease down front of shirt, stitched crease down sleeve
22. Standard tie- royal blue, 100% polyester cross weave
23. Female bow tie royal blue, 100% polyester cross weave
24. Combat boots – canvas, black rubber sole, leatherette bellow tongue
25. Northwester jacket – padded thin lightweight, warm insulation, lined articulated hood, large inside pocket, dayglow yellow shoulder panels, side reflective arrows, double strorm flaps, seams sealed with hotmelt tape, front bellows patch pockets, fleece lined collar in back hem, bronze colour
26. Pantihose – bronze, silk
27. Bova boots-leather and canvas uppers, lace up front, bellows tongue, heavy duty rubber sole, leather heal protector, comfortable foot bed
28. Slacks- plain weave, plain elastic back, nylon
29. Skirt- plain weave skirt, a-lined or pencil
30. Socks – long, military rib, 70% wool heavy weight

31. Socks – short, anklets, directors cut, cotton rich
32. Metal Name badge ID Shield – Name badge on top with S.A Flag, initials and Surname of Officer, Municipal Traffic star in middle
33. White nylon gloves
34. White cotton gloves
35. Traffic fawn t-shirt- cotton rich
36. LS Jacket or similar product
37. Ladies court shoes- greencross, slip on, medium heal brown leather
38. Golf shirt – 70 nylon/30 cotton traffic fawn with embroided Municipal Traffic badge (Emakhazeni Local Municipality)
39. Leather handbag – brown, multi pocket, handles and carry sling
40. Cricket hat – heavy brushed cotton, wide all round peak
41. Ladies hat Police/ AS Style – felt with ribbon, traffic fawn
42. Rubberised ID shield- royal blue shield shaped badge, rubberised name tag on top with S.A. flag and initials and surname, rubberised municipal traffic star in middle
43. Leading brand name high quality rechargeable torch, +/- 300mm length, adjustable head, LED, factory warranty, metal
44. Pantera cap AS Male
45. Pantera cap AS Male covered peak, 5 leaf and 7 leaf
46. 45.Magnum boots
47. Traffic Jump Flight suit – double padded knee and elbows, epauletted strips
48. Chelsea shoes – brown, elasticated sides, 15045 SANS
49. Greatcoat – Military surplus style, traffic fawn, wool, button up
50. Tunic – Buttoned up by 4 large gold buttons, small gold buttons for each pocket, 2 small gold buttons fitted as cuff links, georegettes patches at end of collar, chambray, lightweight linen
51. Leather gloves – unisex, dark brown, genuine leather, full finger, touchscreen, wrist tension stud
52. Bodywarmers – Traffic fawn, main fabric is windproof and preameble, water repelling, 100% polyester padding, 2 zip hand enclosed pockets, elastic hem, wind baffle behind centre from zip, high quality zips
53. Magnum heavy weight short sleeve shirts – poly viscose, heavy weight shirting, traffic fawn, open gladneck collar, 2 pleated breast pockets with velcro closing flaps, stitched in permanent pleads, bottom through front
54. Magnum heavy weight long sleeve shirts – poly viscose, heavy weight shirting, traffic fawn, open gladneck collar, 2 pleated breast pockets with velcro closing flaps, stitched in permanent pleads, bottom through front
55. Leather jacket hip length – brown hip length, no elastic waist, 2 front pockets with side hand warmer openings, press stud closing cuffs, epaulettes on shoulders with press stud, napa leather finish, velscro badge holder and slot on left breast
56. Beanies – plain wool, one size fits all, traffic fawn
57. Beanies – wool, one size fits all, embroidered municipal badge on front, traffic fawn
58. Double collar hip length jacket – 50% polyester, 50% cotton, traffic fawn, double collar, quilted body and sleeves, zip with storm flap, 2 breast pockets with studs, 2 slant hand warmer side pockets, no elastic waist, epaulettes on shoulder
59. Epaulettes – plain, royal blue, no ranks
60. Epaulettes rubberised – royal blue, embossed ranks
61. Epaulettes – metal ranks embossed
62. Georgettes – royal blue, ranks embossed
63. Georgettes rubberised – royal blue, plain
64. Georgettes metal ranks embossed
65. Metal name tag with South African flag on the right, black lettering, black borders, initials and surname of officer, magnet attachment, glaced finish
66. Step out metal cap badge – shield shape, municipal coat of arms, bolt and nut attachment, glaced finish
67. Metal traffic breast badge – traffic star with municipal coat of arms, magnetic attachment, glaced finish
68. Thermal long sleeve vest – V- neck, 65/35 poly cotton interlock knit, white or grey
69. Thermal longjohns – 65/35 poly cotton interlock knit, white or grey.

- Pricing must indicate per item embroidered and per item plain (not embroidered)

C2.2 Bill of Quantities / Schedule of Activities

BOQ 1

TRAFFIC UNIFORM

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	TROUSERS							
1	Step out trousers [Fawn]	1						
2	Combat trouser [Fawn]	1						
3	Thermal longjohns pants [Fawn]	1						
	CAPS & HATS							
4	Combat cap – reinforced for a badge, velcro adjustable [Fawn]	1						
5	COMBAT CAP RANK-5 LEAVES – embroidered peak rank insignia and embroidered badge [Fawn]	1						
6	COMBAT CAP RANK-7LEAVES - embroidered peak rank insignia and embroidered badge [Fawn]	1						
7	Cricket hat – heavy brushed cotton [Fawn]	1						
8	Ladies hat Police/ AS Style – felt with ribbon, traffic [Fawn]	1						
9	Pantera cap AS Male [Fawn]	1						
10	Pantera cap AS cap peak covered , 5 leave, 7 leaves [Fawn with royal blue band].	1						
11	Beanies plain [Fawn]	1						
12	Beanies embroidered [Fawn]	1						
13	Step out metal cap badge	1						
	BELTS							
14	50 mm Leather belt, [brown]	1						
15	30 mm Leather belt [Brown]	1						
16	Web belt - 55mm Nylon, traffic insert buckle [Fawn]	1						
	PULLOVER		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
17	Pullover [Fawn]	1						
	DRESS & SKIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
18	Tunic [Fawn]	1						
19	Skirt [Fawn]	1						
20	Leather handbag – [Brown]	1						
21	Slacks [Fawn]	1						
22	Pantihose – bronze [Brown]	1						
	SHOES & BOOTS		3-7	8-11	3-7	8-11	3-7	8-11

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	**42-56**	**28-40**	**42-56**	**28-40**	**42-56**
23	Parabellum shoes – Male [Brown]	1						
24	Parabellum shoes – Female [Brown]	1						
25	Combat boots – canvas [Browwn]	1						
26	Magnum boots [Brown]	1						
27	Chelsea shoes – brown, elasticated sides [Brown]	1						
28	Bova boots [Brown]	1						
	RAINSUIT & JUMPSUITS		28-40	42-56	28-40	42-56	28-40	42-56
29	High visibility 2 piece rain suit, traffic fawn – reflective stripes on all seams [Fawn]	1						
30	Traffic Jump Flight suit – double padded knee and elbows, epauletted strips [Fawn and royal blue]	1						
31	Greatcoat [Fawn]	1						
	JACKET & JERSEYS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
32	Approach jacket with warm insulation [Fawn]	1						
33	Reflective jacket – [dayglo yellow and orange]	1						
34	Leather jacket, bunny style brown with a badge flip – 2 front pockets	1						
35	V – Neck jersey [Fawn]	1						
36	Cortina Jacket [Fawn]	1						
37	Northwester jacket – [dayglow yellow shoulder, side reflective arrows] fawn	1						
38	Bodywarmers [Brown]	1						
39	Leather jacket hip length [fawn]	1						
40	Double collar hip length jacket [Fawn]	1						
	SHIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
41	Combat shirt, short sleeve [Fawn]	1						
42	Combat shirt long sleeve [Fawn]	1						
43	Short sleeve step out shirt [Fawn]	1						
44	Long sleeve step out shirt [Fawn]	1						
45	Traffic T-shirt [Fawn]	1						
46	LS Jacket or similar [Fawn]	1						
47	Ladies court shoes or similar [Brown]	1						
48	Golf shirt – traffic with embroided Municipal Traffic badge (Emakhazeni Local Municipality) [Fawn]	1						
49	Magnum heavy weight short sleeve shirt [Fawn]	1						
50	Magnum heavy weight long sleeve shirt [Fawn]	1						
51	Thermal long sleeve vest [Fawn]	1						
	TIE & SOCKS							
52	Standard tie [Royal blue]	1						
53	Female bow tie [Royal blue]	1						
54	Socks – long, military rib [Fawn]	1						
55	Socks – short, anklets, directors cut [Fawn]	1						

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	GLOVES							
56	White nylon gloves	1						
57	Leather gloves [Brown]	1						
58	White cotton gloves	1						
	ACCESSORIES							
59	High quality rechargeable torch, +/- 300mm length ,brand named adjustable head, LED, factory warranty	1						
60	Metal Name badge ID Shield – Name badge on top with S.A Flag, initials and Surname of Officer, Municipal Traffic star	1						
61	Metal traffic breast badge	1						
62	Epaulettes – plain ,[Royal blue] no ranks	1						
63	Epaulettes rubberised – [Royal blue], embossed ranks	1						
64	Epaulettes – metal ranks embossed [Royal blue]	1						
65	Georgettes – [Royal blue], ranks embossed	1						
66	Georgettes – rubberised, [Royal blue], plain	1						
67	Georgettes metal ranks embossed [Royal blue]	1						
68	Metal name tag	1						
69	Rubberised ID shield [Royal blue]	1						
SUB-TOTAL VAT EXCL.								
VAT@15%								
TOTAL								

BOQ2

FIRE AND RESCUE UNIFORM

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	TROUSERS							
1	Step out trousers [Black]	1						
2	Combat trouser [Blue]	1						
	CAPS, HANDBAG & HATS							
3	Combat cap – reinforced for a badge, velcro adjustable [Blue]	1						
4	Step out metal cap badge [Black]	1						
5	COMBAT CAP RANK-5 LEAVES – embroidered peak rank insignia and embroidered badge [Black]	1						
6	COMBAT CAP RANK-7LEAVES - embroidered peak rank insignia and embroidered badge [Black]	1						
7	Cricket hat – heavy brushed cotton [Black]	1						
8	Ladies hat Police/ AS Style – felt with ribbon [Black]	1						
9	Leather handbag – [Black]	1						
10	Pantera cap AS Male [Black]	1						
11	Pantera cap AS cap peak covered , 5 leave, 7 leaves. [Black]	1						
12	Beanies plain [Blue]	1						
13	Beanies embroidered [Blue]	1						
	BELTS							
14	50 mm Leather belt, black	1						
15	30 mm Leather belt black	1						
16	Web belt - 55mm Nylon, fire emblem insert [Black]	1						
	PULLOVER		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
17	Pullover [Blue]	1						
	DRESS & SKIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
18	Pantihose – bronze [Black]	1						
19	Skirt [Black]	1						
20	Slacks [Black]	1						
21	Tunic [Black]	1						

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	SHOES & BOOTS		3-7	8-11	3-7	8-11	3-7	8-11
22	Parabellum shoes – Male [Black]	1						
23	Parabellum shoes – Female [Black]	1						
24	Ladies court shoes or similar [Black]	1						
25	Combat boots – canvas [Black]	1						
26	Bova boots [Black]	1						
27	Magnum boots [Black]	1						
28	Chelsea shoes – black, elasticated sides	1						
	RAINSUIT & JUMPSUITS		28-40	42-56	28-40	42-56	28-40	42-56
29	High visibility 2 piece rain suit, traffic fawn – reflective stripes on all seams [Blue]	1						
30	Jump Flight suit – double padded knee and elbows, epauletted strips [Blue]	1						
31	Northwester jacket – dayglow yellow shoulder, side reflective arrows [Blue]	1						
	JACKET & JERSEYS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
32	V – Neck jersey [Blue]	1						
33	Cortina Jacket [Blue]	1						
34	Approach jacket with warm insulation [Blue]	1						
35	Reflective jacket – dayglo orange [Blue]	1						
36	Bodywarmers [Blue]	1						
37	LS Jacket or similar [Blue]	1						
38	Leather jacket, bunny style, black with a badge flip – 2 front pockets	1						
39	Leather jacket hip length [Black]	1						
40	Double collar hip length jacket [Blue]	1						
41	Greatcoat [Blue]	1						
	SHIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
42	t-shirt [Blue]	1						
43	Magnum heavy weight short sleeve shirt [White]	1						
44	Magnum heavy weight long sleeve shirt [White]	1						
45	Combat shirt, short sleeve [Blue]	1						
46	Combat shirt long sleeve [Blue]	1						
47	Short sleeve stepout shirt [Blue]	1						
48	Long sleeve stepout shirt [Blue]	1						
49	Golf shirt – traffic fawn with embroided Municipal Fire badge (Emakhazeni Local Municipality) Blue	1						
50	Thermal long sleeve vest [Blue]	1						
51	Thermal long johns pants [Blue]	1						

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 2 Excl. vat		Price Year 3 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	TIE & SOCKS							
52	Socks – long, military rib [Blue]	1						
53	Socks – short, anklets, directors cut [Blue]	1						
54	Standard tie [Black]	1						
55	Female bow tie [Black]	1						
	GLOVES							
56	Leather gloves [Black]	1						
57	White nylon gloves	1						
58	White cotton gloves	1						
	ACCESSORIES							
59	Georgettes metal ranks embossed [Black]	1						
60	Metal name tag	1						
61	Metal breast badge	1						
62	Metal Name badge ID Shield – Name badge on top with S.A Flag, initials and Surname of Officer, Municipal Fire badge [Black]	1						
63	Rubberised ID shield	1						
64	High quality rechargeable torch, +/- 300mm length ,brand named adjustable head, LED, factory warranty	1						
65	Epaulettes – plain, black, no ranks	1						
66	Epaulettes rubberised – blue, embossed ranks	1						
67	Epaulettes – metal ranks embossed	1						
68	Georgettes – black, ranks embossed	1						
69	Georgettes – rubberised, black, plain	1						
SUB-TOTAL VAT EXCL.								
VAT@15%								
TOTAL								

BOQ3
BY – LAW ENFORCEMENT UNIFORM

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 1 Excl. vat		Price Year 1 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	TROUSERS							
1	Step out trousers [khaki]	1						
2	Combat trouser [khaki]	1						
	CAPS, HANDBAG & HATS							
3	Combat cap – reinforced for a badge, velcro adjustable [navy blue]	1						
4	Beanies plain [navy blue]	1						
5	Beanies embroidered [navy blue]	1						
6	Pantera cap AS Male [Navy blue]	1						
7	Pantera cap AS cap peak covered , 5 leave, 7 leaves. [Navy blue]	1						
8	COMBAT CAP RANK-5 LEAVES – embroidered peak rank insignia and embroidered badge [navy blue]	1						
9	COMBAT CAP RANK-7LEAVES - embroidered peak rank insignia and embroidered badge. [Navy blue	1						
10	Leather handbag – [brown]	1						
11	Cricket hat – heavy brushed cotton [navy blue]	1						
12	Ladies hat Police/ AS Style – felt with ribbon, traffic [navy blue]	1						
	BELTS							
13	50 mm Leather belt, brown	1						
14	30 mm Leather belt [brown]	1						
15	Web belt - 55mm Nylon, traffic insert buckle [brown]	1						
	PULLOVER		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
16	Pullover [navy blue]	1						
	DRESS & SKIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
17	Pantihose – bronze [Brown]	1						
18	Slacks [khaki]	1						
19	Skirt [khaki]	1						
20	Tunic [navy blue]	1						

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 1 Excl. vat		Price Year 1 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	SHOES & BOOTS		3-7	8-11	3-7	8-11	3-7	8-11
21	Parabellum shoes – Male [brown]	1						
22	Parabellum shoes – Female [brown]	1						
23	Bova boots [brown]	1						
24	Combat boots – canvas [Brown]	1						
25	Ladies court shoes or similar [brown]	1						
26	Magnum boots [brown]	1						
27	Chelsea shoes – brown, elasticated sides	1						
	RAINSUIT & JUMPSUITS		28-40	42-56	28-40	42-56	28-40	42-56
28	High visibility 2 piece rain suit, traffic fawn – reflective stripes on all seams [navy blue]	1						
29	Traffic Jump Flight suit – double padded knee and elbows, epauletted strips [navy blue with khaki]	1						
	JACKET & JERSEYS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
30	Northwester jacket – dayglow yellow shoulder, side reflective arrows [navy blue and orange]	1						
31	Greatcoat [navy blue]	1						
32	Approach jacket with warm insulation [navy blue]	1						
33	Leather jacket, bunny style, brown with a badge flip – 2 front pockets [blue]	1						
34	Reflective jacket – dayglo orange	1						
35	V – Neck jersey [navy blue]	1						
36	Cortina Jacket [navy blue]	1						
37	LS Jacket or similar[navy blue]	1						
38	Bodywarmers [navy blue]	1						
39	Leather jacket hip length [blue]	1						
40	Double collar hip length jacket [navy blue]	1						
	SHIRTS		S-1XL	2XL-5XL	S-1XL	2XL-5XL	S-1XL	2XL-5XL
41	Combat shirt, short sleeve [navy blue]	1						
42	Combat shirt long sleeve [navy blue]	1						
43	Short sleeve stepout shirt [navy blue]	1						
44	Long sleeve stepout shirt [navy blue]	1						
45	Traffic t-shirt [navy blue]	1						
46	Golf shirt – traffic fawn with embroided Municipal Traffic badge (Emakhazeni Local Municipality) [navy blue]	1						
47	Magnum heavy weight short sleeve shirt [navy blue]	1						
48	Magnum heavy weight long sleeve shirt [navy blue]	1						

No	Item Description	Quantity	Price Year 1 Excl. vat		Price Year 1 Excl. vat		Price Year 1 Excl. vat	
			Size		Size		Size	
			28-40	42-56	28-40	42-56	28-40	42-56
	TIE & SOCKS							
49	Standard tie [khaki]	1						
50	Female bow tie [khaki]	1						
51	Socks – long, military rib [khakhi]	1						
52	Socks – short, anklets, directors cut [khaki]	1						
	GLOVES							
53	White nylon gloves [white]	1						
54	White cotton gloves [white]	1						
55	Leather gloves [brown]	1						
	ACCESSORIES							
56	Rubberised ID shield [black]	1						
57	Epaulettes – plain, royal blue, no ranks [khaki]	1						
58	Epaulettes rubberised – royal blue, embossed ranks [khaki]	1						
59	Epaulettes – metal ranks embossed [khaki]	1						
60	High quality rechargeable torch, +/- 300mm length ,brand named adjustable head, LED, factory warranty	1						
61	Metal Name badge ID Shield – Name badge on top with S.A Flag, initials and Surname of Officer, Municipal Traffic star[black]	1						
62	Georgettes – royal blue, ranks embossed [khaki]	1						
63	Georgettes – rubberised, royal blue, plain [khaki]	1						
SUB-TOTAL VAT EXCL.								
VAT@15%								
TOTAL								

Item Description	Price Year 1	Price Year 2	Price Year 3
TOTAL BOQ 1 VAT INCL.			
TOTAL BOQ 2 VAT INCL.			
TOTAL BOQ 3 VAT INCL.			
SUB TOTAL			
TOTAL YEAR1 + YEAR2 + YEAR3			

C.3 PRICING DATA

C.3.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.

2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.

4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.

5. **All rates and amounts must be completed by hand in black Ink.**

6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.

7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances, to payment for additional work carried out and that the municipality is obliged to base its assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.

8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive and inclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.

9. In the event of the tenderer failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of wok covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.

10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:

    - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
    - Quantity (Qty): The number of units of work/service provision for each item.
    - Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
    - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
    - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

11. The Service Provider is to allocate a budget to each activity in the activity schedule.

12. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.

13. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
14. The budget allocated to each activity and the total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.

15. The Standard Professional Services, the Contract Data, the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Activities.

16. The Schedule of Activities comprises items covering the Service Provider's profit and costs of general liabilities and includes costs of all services.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Client for the work described under the several referred to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities , insurance and obligations set forth or implied in the documents on which the Bid is based.