



GREATER
KOKSTAD
MUNICIPALITY
PROVINCE OF KWAZULU-NATAL

SPECIFICATION AND BID DOCUMENT
FOR

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND
DELIVER PERSONAL PROTECTIVE EQUIPMENT / CLOTHING
(PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)**

BID NO:- GKM 40-23/24

CLOSING DATE: 25 JUNE 2024

CLOSING TIME: 12H00

NAME OF BIDDER:

POSTAL ADDRESS:

.....

.....

TELEPHONE NUMBER:

FAX NUMBER:

E- MAIL ADDRESS:

TENDER SUM (ALL INCLUSIVE):.....

BID NUMBER AND DESCRIPTION

The bid documents must be clearly marked: **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)**

BID NUMBER: BID No-GKM 40-23/24

Bid documents must be deposited in the tender box marked “**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)**” located at the reception area at Adam Kok III Building, 75 Hope Street, Kokstad not later than **25 June 2024 at 12h00**. Bidders must attach the following mandatory returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) quoted must be firm and must be inclusive of VAT.
- Copy of CSD (Central Supplier Database) detailed report
- Copy of company registration documents (compulsory)
- For Joint Venture, attach the CK's of each of the joint venture members (if applicable) and JV agreement.
- Certified ID(s) copies of company director(s)
- Copy of current municipal account for all Director/s and Company (must not be in arrears for a period longer than 90 days and not older than 90 days) or copy of a valid lease agreement from the relevant authority if the director/s or company is leasing. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises. For any other arrangement that is not covered above, director/s must submit an original affidavit, certified clarifying the arrangement e.g. people residing in rural arrears etc. All affidavits must be original affidavits. Affidavits must be signed by the company director/s **(proof must be submitted for the company and each director, noting the required document for verification)**
- Printed copy of SARS Tax Pin for further verification.
- Completed and signed Municipal Bidding Document attached to the tender document.

Bidders must take note of MBD 1 and ensure that their total bid prices including vat are carried over to MBD 1, all MBD forms must be completed and signed, and the directors must be listed on MBD 4.

Tenders will be adjudicated in terms of the Council Supply Chain Management Policy on the 80/20 Preferential Point System. It is therefore compulsory that the municipal tender document be used. Greater Kokstad Municipality is not bound to accept the lowest or any quote.

CERTIFICATION OF A PREVIOUSLY CERTIFIED DOCUMENT WILL NOT BE ACCEPTED AND WILL LEAD TO DISQUALIFICATION OR LOSS OF POINTS AND CERTIFICATION ON DOCUMENTS MUST NOT BE OLDER THAN 6 MONTHS.

The following conditions will apply:

- Price(s) quoted must be valid for at least (120) days from date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT and disbursements.
- Your valid tax clearance certificate must be attached.

NB: No quotations will be considered from persons in the service of the state.

LIST OF RETURNABLE DOCUMENTS (CHECKLIST)

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

The tenderer must complete and return documents, all returnable document as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	Yes	No	N/A
Has the Tender Document been completed in BLACK INK and all corrections counter-signed? (No correction fluid used)			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? Bidders who do not put prices on MBD 1 will be eliminated.			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
Has the Company / Cc / Partnership / JV / SP attached company Registration Certificates.			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture (company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, Company registration documents etc)			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register (when applicable)			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, (Directors must be listed on the table on MBD 4 form)			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the DIRECTOR/S of the company do not owe Municipal rates (Municipal utility bill/ lease agreement/ affidavit only).			
Has the tenderer attached proof that the COMPANY does not owe Municipal rates (Municipal utility bill/ lease agreement/ affidavit only).			
Central Supplier's Database registration certificate (to include all parties if tenderer is a Joint Venture or Consortium)- Detailed CSD			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)' been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			
Has all information as required in terms of the Tender Document been submitted with the tender?			

Name of the Bidder: _____

Signature: _____ Date: _____

TENDER ADVERT

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)

GKM 40-23/24

The Greater Kokstad Municipality intends to appoint a Service Provider for a period of three years to supply and deliver Personal Protective Equipment (PPE) for GKM employees.

The scope of work and bid requirements is stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation, 2022. Evaluation will be done on the following stage process in terms of National Treasury Circular No: 53:

Stage 1:

Assessment of Functionality. Only service providers who achieve a minimum of 30 points of the total available points will qualify for stage two of the Evaluation process. Functionality criteria is as follows:

Company Experience (60 points)

Stage 2:

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

GOAL 1 – Ownership	MAXIMUM POINTS 10	Documents required for verification
Business owned 50% or more by black person	05	<ul style="list-style-type: none">▪ ID copy of director/Owner▪ Detailed CSD
Business owned 50% or more by black woman	05	<ul style="list-style-type: none">▪ ID copy of director/Owner▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	10	
Business falls under the SMME Category-QSE/EME	5	<ul style="list-style-type: none">▪ Detailed CSD Report
Promotion of business located within KZN province	5	<ul style="list-style-type: none">▪ Municipal accounts not older than 90 days▪ Lease agreement.▪ Affidavit if you are not liable to pay rates (to clarify reasons why you are not liable)

The tender document **must** be downloaded on GKM website at **no cost**. **The municipality will not be held responsible for any incomplete documents downloaded on GKM website.**

Sealed tenders marked “**Bid No.: GKM 40-23/24 “APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)”** must be deposited in the **BOX** located at the Reception Area, Adam Kok III Building, 75 Hope Street, Kokstad, not later than **25 June 2024 at 12H00**, where after, bids will be opened in public.

Late, telegraphic, e-mailed or faxed bids will not be considered.

Technical Enquiries: Mr. A. Bubu on Tel: 039 797 66751, or email: Abongile.Bubu@kokstad.gov.za
Supply Chain Management enquiries: Ms. A. Mahlaka Tel. 039 797 6600, or email:
andiswa.mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted

**MR. S R ZWANE
MUNICIPAL MANAGER
NOTICE NO:140-2023/2024**

TENDER CONSENT FORM:

I _____ a natural person with
Full Name

ID No.: _____ in my capacity as _____

of _____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/ or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

<input type="checkbox"/>	I / We hereby consent to the above
<input type="checkbox"/>	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at this day of20.....

..... Signature of data subject/ designated person

..... Signature.....

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **must complete** the certificate set out below for the relevant category, **even if a board resolution letter is attached**.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of.....

hereby confirm that by resolution of the board (copy attached) taken
on.....

20...., Mr./Ms.acting in the capacity of.....,

was authorised to sign all documents in connection with this tender and any contract resulting from it
on behalf of the company.

As witnesses:

1. Chairman:.....

2. Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorize Mr/Ms

acting in the capacity of, to sign all documents in connection with this
tender and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests
the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.....of the lead partne, authorised signatory of the company, to sign all documents in connection with this tender for Contract and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture (Joint Venture to submit power of attorney).

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. Certificate for Sole Proprietor

I,....., hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. Sole Owner:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
hereby authorise Mr./Ms.acting in the capacity of , to sign all documents
in connection with this tender and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	GKM 40-23/24	CLOSING DATE:	25 JUNE 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (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					
75 HOPE STREET KOKSTAD 4700					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget and Treasury Office		DEPARTMENT	CORPORATE SERVICE	
CONTACT PERSON	Andiswa Mahlaka		CONTACT PERSON	A. Bubu	
TELEPHONE NUMBER	039 797 6743		TELEPHONE NUMBER	039 797 6751	
FACSIMILE NUMBER	039 727 3676		FACSIMILE NUMBER	039 727 3676	
E-MAIL ADDRESS	andiswa.mahlaka@Kokstad.gov.za		E-MAIL ADDRESS	Abongile.Bubu@kokstad.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)	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS WILL 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:

GREATER KOKSTAD MUNICIPALITY



TERMS OF REFERENCE:

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS))

Issued and prepared by:

Greater Kokstad Municipality
75 Hope Street
P.O. Box 8
Kokstad
4700

Municipal Manager: Mr. S. Zwane

Contact Person: Mr. A. Bubu
Tel: 039 797 6751
E-mail: Abongile.Bubu@kokstad.gov.za

NAME OF THE PROJECT: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT/CLOTHING (PPE) FOR A PERIOD OF THREE YEARS (36 MONTHS)

1. INTRODUCTION OF THE PROJECT:

The Greater Kokstad Municipality is seeking to appoint a service provider on a three-year contract basis for the supply and delivery of Personal Protective Equipment (PPE) as part of its commitment to ensure the safety and well-being of the employees and citizens, particularly in light of public health and safety concerns. The wearing of personal protective equipment at work is mandatory in terms of the Occupational Health and safety Act 85 of 1993 and its Regulations including Construction Regulations and other related legislations. GKM therefore has an obligation to supply employees with PPE as prescribed in this specification.

2. PROJECT BACKGROUND:

- 2.1. The Municipality has initiated a proactive effort to ensure that its personnel in all departments and operational areas have access to high-quality PPE. The municipality's choice to acquire personal protective equipment (PPE) via a service provider under a three-year contract is motivated by its dedication to optimizing operations, ensuring high standards of quality, and achieving cost-effectiveness. The Municipality intends to optimize the procurement process by engaging the services of a capable and reputable service provider.
- 2.2. The intended effect of this procurement effort is to help the municipality choose a reliable service provider that can adapt to its evolving PPE needs throughout the life of the contract so that both parties can establish a sustainable and mutually beneficial partnership. The Municipality initiated a project to acquire and distribute PPE, which will be carried out yearly at the start of the financial year.

3. AIMS OF THE PROJECT:

- 3.1. The primary aim of the project is to supply PPE and prioritize the safety and well-being of Municipal employees by ensuring they are equipped with appropriate Personal Protective Equipment (PPE). This encompasses protection against various occupational hazards and potential health risks.
- 3.2. The project strives to ensure compliance with the Occupational Health and Safety Act, as well as other applicable health and safety regulations and standards. Consequently, the Municipality is committed to establishing a secure working environment for its personnel by procuring PPE items of exceptional quality that meet the required standards.

4. SPECIFICATIONS

The Service Provider shall note the following:

All overall, hard hat, eye protection, ear protectors, respiratory equipment, hand protection and footwear to be purchased from competent suppliers for issue to employees shall be made based on SANS approved specifications or any other internationally approved inspection authority. The test reports shall have legible reference number, report number and date of test. **The recommended service provider must ensure that the required garments are compliant with ISO, SANS standards and SABS approved as indicated on the scope of work.**

GENERAL GARMENTS SPECIFICATION

- Garments shall be cut and made in accordance with prescribed specifications standard and shall be free from defects that affect their appearance or may affect their serviceability (or both) and free from marks, spots and stains incurred during the manufacturing process.
- All seams/stitching shall be in accordance with prescribed national standards. Seams and stitching shall be free of twists, pleats and shall be sufficiently extensible to obviate seams cracking and undue shrinkage in use.
- All ends of sewing that are not secured in seams or in other sewing shall be adequately back tacked.
- In order to improve visibility of employees all garments shall have reflective strips sewn on it.
- All ends of sewing shall be trimmed, and loose threads removed.
- The garment manufacturer shall receive a certificate of compliance from the manufacturer of the fabric confirming that the fabric complies to the SANS and EN standards specification.
- Ladies and men's sizes must be taken into consideration (SANS 434)

TWO- PIECE OVERALLS (JACKET & TROUSER)	SHIRTS
<ul style="list-style-type: none">• 2-piece overalls (Jacket & trouser) – material shall be pre- shrunk 100% woven cotton fabric made in accordance with SANS 434 and must have SABS test report certificate.• Alkali & acids material shall be pre-shrunk 100% woven cotton fabric in accordance with SANS 1387-4 Type D59 acid resistant finish.• The GKM name & logo shall be embroidered on the left hand top/ chest pocket in municipal specification & colour. Surname & initials of employees be embroidered at the right-hand side.• The jacket shall have 1 left chest pocket and 2 side pockets, reflective strips around arms	<ul style="list-style-type: none">• Shirts must comply with SANS 1432-1• Shirts must be made of T006 satin weave 100% cotton fabric.• Button front with yoke & two breast pockets & flaps to button closure• The pockets shall be 16cm deep and 14cm wide• Pockets & flaps shall have round edges• Flaps on the pockets shall have a pen division on the left side.• The collar shall be a standard shirt collar.• Shirts must be long sleeved, cuff -65 mm wide set in long sleeve with two knife pleats separate the cuff

<ul style="list-style-type: none"> • The trouser shall have 2 side pockets and 1 back right pocket, reflective strips at kneel level. • Zip fastener shall comply with SANS 1822 style C, must be intact front and back of garments. • Stitching shall comply with SANS 10101 • Thread used shall comply with SANS 1362 • Garments manufactured as per SANS 434 must bear SABS mark of approval • Sizes & make for ladies & men's must be taken into consideration. 	<p>with button closure. Sleeve opening with binding.</p> <ul style="list-style-type: none"> • The shirt shall be navy & orange with reflectors for visibility. • Stitching shall comply with SANS 10101. Seams shoulder, sleeve & back yoke posted. • Side seam & under arm safety stitch. Hems finished 10 mm • Thread used comply with SANS1362. • GKM logo on the left-hand side pocket • Sizes & make for ladies & men's must be taken into consideration.
T-SHIRTS	RAIN SUITS / ONE PIECE DRESS
<ul style="list-style-type: none"> • Two tone high visibility • 100% polyester pique knit • Breathable garment • Moisture management fabric • Resistant to colour fading • Side slits with bar tacks • Luminous green & navy • Stitching shall comply with SANS 10101 • Thread used comply with SANS 1362 • GKM logo on the left -hand side pocket 	<ul style="list-style-type: none"> • The fabric shall be a minimum of 180 grams per square meter with face side 100% polyester, plain weave with 170 threads per square inch and coated with a water-resistant coating. • The “under” side to be laminated with PVC coating. Seams strength to be 50kPa, lining to be 80% polyester & 20% cotton. • All sizes benchmark to SANS 434 • The jacket shall have a nylon spiral zip & a closed fly front secured by press – studs and shall comply to SANS 1822 type 5 • The hood shall be attached to the rain jacket • Rain jacket shall cover buttocks • The sleeves shall have elastic at the end made of a softer material to prevent rain entering sleeves • The pants shall have two side slits & elasticated waist • Rain suits shall be navy in colour. • The rain suit shall be fitted with reflective strips on both sleeves' circumference on the upper arm and reflective strips on both legs at knee level. • GKM logo shall appear on the left-hand side

SUN HATS AND BENNIE'S	RESPIRATORY PROTECTIVE EQUIPMENT AND HAND PROTECTION
SUN HATS: <ul style="list-style-type: none"> The material shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4 It must be navy in colour. GKM logo shall be embroidered on the front of the hat Sun hats shall have reinforced stiffened broad brim of at least 80mm Four rows stitched sweatband Brass studs Toggle cord Stitching shall comply with SANS 10101 Thread used shall comply with SANS 1362 BEANIES: <ul style="list-style-type: none"> 100% acrylic 155 g/m² GKM logo shall be embroidered on front of the beanie. 	RESPIRATORY PROTECTIVE EQUIPMENT <ul style="list-style-type: none"> Respiratory protective equipment – shall comply with the following SANS Code of Practices for the Respiratory Protective Devices: <ul style="list-style-type: none"> a) SANS 50136 b) SANS 275 c) SANS 50149 HAND PROTECTION <ul style="list-style-type: none"> Hands & arms protection – shall be approved by SABS approved inspection authority. Light weight, cut resistant, micro-foam nitrile coated glove, EN388 level 3 cut resistance, reinforcement between thumb & forefinger
FOOT PROTECTION <ul style="list-style-type: none"> Foot protections – shall comply with the following: SANS 1167 or IEC 895 & SABS 1437 for conductive footwear. The boot sole must be made of wayne rubber compound manufactured in terms of SABS 1437, with the conductive measurement of maximum of 0,2 mega Ohms. The boots must be manufactured with an electrode inside and conductive strap which provide conductivity and reduce the likelihood of injuries. The boot must oil, petrol, slip resistant and with penetration resistant insert. The boots must provide ankle support and better 	GUMBOOTS <ul style="list-style-type: none"> Recycled black PVC upper/virgin PVC sole Extra length general purpose gumboots for comfort flexibility Recycled black PVC with flex resistance to avoid surface cracking. Economically design, UV stabilized PVC to maintain colour durability. Virgin PVC nonslip hard-wearing sole with strong grip superior sock lining in 100% polyester for quick dry & durability Flexible tread pattern to eliminate surface build up New approved SABS mould 100% wool insole

<p>support on the inserted metal when standing.</p> <ul style="list-style-type: none"> The boots must have the following: <ul style="list-style-type: none"> Highly durable full leather upper Black safety boots padded below the tongue for comfort & protection against sparks & shaving. Light weight dual density poly-urethane sole Ultra – comfortable inner sole & Maxi – grip outer soles ensuring high durability 	
<p>HEARING PROTECTORS</p> <ul style="list-style-type: none"> Hearing protectors – the hearing shall comply with the following SANS approved Code of Practices: SANS 1451 The ear plugs must have reusable plugs. The ear plug & made of foam like substance designed to be stuck into the ear to close the ear canal. <p>EYE PROTECTION</p> <ul style="list-style-type: none"> Eye protection – shall conform the following SANS Code of Practices: SANS 1404 Eye protection must have anti-fog clear lens <p>HEAD PROTECTION</p> <ul style="list-style-type: none"> Head protection – Hard hat or helmet with adjustable chin strap shall conform with SANS 1397 All hard hat shall comply and have international standard, such as EU, EN, etc, the SABS mark, day, month & year manufactured, GME approval mark with day, month & year manufactured and size in centimetres. Hard hats must have made of robust material to withstand excessive pressure from falling objects or fall risks. Must have a thick sweat band +/-4.5cm (THICKNESS) Have adjustable head bands of standard size 53cm 	<p>HIGH VISIBILITY SAFETY CLOTHING</p> <ul style="list-style-type: none"> High visibility safety clothing – must conform with SANS 50471 <p>BUNNY WINTER JACKET</p> <ul style="list-style-type: none"> Two tone reflective jacket Colour: Navy & luminous green Heavy weight polar fleece jacket with lining 100% polyester polar fleece Inner zip pocket Elasticated cuffs Zip front pockets Toggles with peters-ham tape to secure toggles to prevent snagging ISO20471 & SANS50471 compliant fabric and tape Reflective tape around arms <p>MARKING & LABELLING</p> <ul style="list-style-type: none"> All labels shall be permanently secured so that they are including the marking will outlast the service life of the garment. The following shall be included as a minimum on the label secured to the garment: <ul style="list-style-type: none"> The manufacturer's name or trademark Year of manufacturer or garment serial number for purpose of tracking The size designation The composition of the material in

to 63cm	<p>accordance with SANS 10235</p> <ul style="list-style-type: none"> - Care labelling instructions in accordance with SANS 10011 - Washing control label
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NB!! QUALITY NOT NEGOTIABLE

QUANTITIES

Item	Quantity	Unit price	1 st year	2 nd year	3 rd year
2- piece overall (trouser or skirt)	1				
Safety boots	1				
2 tone T-shirts	1				
Rain-suits	1				
Beanies	1				
Sun hats	1				
Gum boots	1				
2 tone bunny fleece jackets	1				
Socks	1				
Reflective vest	1				
Long dust coats	1				
Total					

THE ABOVE QUANTITIES ARE FOR: EDSP, CSS (PARKS & WASTE), BTO (STORES AND METER READERS) ITS (ROADS & STORM WATER), CSD (AUXILIARY SERVICES) AND LONG DUST COATS FOR RECORDS STAFF.

Item	Quantities	Unit price	1 st year	2 nd year	3 rd year
Googles	1				
Re-usable corded ear plugs	1				
Particle filter mask	1				
Dust mask	1				
Welding gloves	1				
Welding apron	1				
Mechanic gloves	1				
PVC elbow gloves	1				

Leather cowhide gloves	1				
PVC jumpsuit with attachable gumboots	1				
Kneecaps	1				
Kidney belts	1				
Helmets	1				
Head lamps	1				
Examination gloves	1				
Isolation gowns	1				
3 ply breathable cloth masks	1				
Face shields	1				
Total					

BRUSHCUTTERS						
Item	Specification	Quantity	Unit price	1 st year	2 nd year	3 rd year
Chainsaw jacket	<ul style="list-style-type: none"> • High viz yellow • Contrasting fabric 65/35 poly cotton • 230g/m² fluorescent fabric 50/50 polycotton • 250g/m² contrasted yoke & black • Pocker flap with press stud. • Longer length at the back with adjustable sleeves. 	1				
Ruffies chainsaw trousers	<ul style="list-style-type: none"> • Black • EN 381 standard approved. • Class 1,22 Mt per second lightweight style B 	1				
Chainsaw Helmet complete	<ul style="list-style-type: none"> • High viz orange polyethylene helmet • Light weight mesh face shield- durable, flexible & easy to adjust (Flip up & down) 	1				

	<ul style="list-style-type: none"> Integrated neck guard protecting from debris & sun / rain 					
Brush cutter visor	<ul style="list-style-type: none"> Light weight system Designed for eye wearer Protection when clearing vegetation or trimming with power tools. 	1				
Total						

ELECTRICAL SERVICES

MINIMUM REQUIREMENTS FOR PERSONAL PROTECTIVE CLOTHING GARMETS

General

- Arc rating can be expressed as “Arc-thermal performance value” (ATPV) or “Energy Break-open Threshold (EBT50)” depending on the test method used – IEC 61482-1-1 or ASTM F1959.
- In the case of garment certification, both the material and the garment shall comply with the relevant requirements for the item.
- The Arc rating of the protective clothing is determined by the rating of the garment with the lowest arc rating, for example protective clothing that consists of a 20 cal/cm² hood, 40 cal/cm² trousers shall have an arc rating of 20 cal/cm²
- The arc rating of the garment shall be equal to the arc rating of the material with the lowest arc rating used in the construction of the garment.
- The material manufacturer shall prove that he/she has followed the same documented manufacturing process as per the type-tested material
- During its service life, protective clothing shall keep its arc thermal properties when cleaned in accordance with the instructions for use. The manufacturer shall stipulate the service life of a garment in terms of cleaning cycles or in terms of other means acceptable to both the manufacturer and the user. Such other means shall be explained in writing before procurement
- All garment shall last for a minimum of 150 cleaning cycles.
- All garments that have been exposed to an electric arc flash shall be withdrawn from service.
- The size ranges of protective clothing shall be in accordance with the requirements of SANS 434
- Dimensional changes shall not exceed 3% on exposure to heat (washing), which shall be calculated in accordance with ASTM F1506 and AATCC 135.

- k) Where garment pieces of various suppliers are used, it is required that the user ensure the type tested combination of garments are not compromised.

3.3.2 Material requirements

- a) Material used in the construction of garments shall comply with the requirements of IEC 61482-2 or ASTM F1506.
- b) The material manufacturer shall prove that he/she has followed the same documented manufacturing process as per the type-tested material.
- c) The fabric for the electric arc garment shall comply with the requirements of NFPA 70E.

3.3.3 Test and specification requirements

- a) Protective clothing shall comply with the requirements of IEC 61482-2 Or ASTM F2621.
- b) Protective clothing shall be tested and the minimum requirements in 3.3.3(c) and 3.3.3(d) shall be fulfilled
- c) When protective clothing constructed from single layer material is tested, no part of the protective clothing shall display an after-flame of longer than 2 seconds, in accordance with the test method ASTM D6413. Garments shall not break open and all findings, thread, fasteners, closures and accessories holding the garment together shall perform as expected, and no ignition, melting and dripping or other effects that could reduce the protection of the user shall occur.
- d) When protective clothing constructed from multi-layered fabric is tested, no part of the protective clothing shall display a limited after-flame of more than the greatest after-flame time in the SANS 61482-1-1, IEC 61482-1-2 or ASTM F1959 test reports. Garments shall not break open and all findings, thread, fasteners, closures and accessories holding the garment together should perform as expected, and no ignition, melting, melting and dripping or other effects that could reduce the protection of the user shall occur.
- e) Compliance with the requirements in 3.3.3(a),3.3.3(b) and 3.3.3(c) shall be noted in the test report or test certificate.

3.3.4 Design requirements

- a) The garment be designed in such a way that it does no influence or hinder the wearer in performing his/her duties.
- b) Garments that protect the upper part of the body shall have long sleeves up to the wrist with cuffs.
- c) Garments shall cover potentially exposed areas as completely as possible.
- d) Very tight-fitting garment shall be avoided. Loose-fitting clothing provides additional thermal insulation because of air space.
- e) The fasteners of a garment shall be designed in such a way that the opening function is still present and operational after exposure to an electrical arc.

- f) The thread, fasteners, findings and closures and closures used in the construction of garment shall not contribute to the severity of injuries to the wearer in the event of an electric arc.
- g) No exposed external metal shall be permitted in the clothing. If internal or thermoplastic parts (e.g. fasteners, buttons and accessories) are used, they shall be covered on the inside to prevent skin contact.
- h) The sewing thread utilised in the construction of garments shall not melt when tested at a temperature of 260⁰ C in accordance with ISO 17493. There are many seams that have no influence on the protection of the wearer (e.g. hems, pocket seams, etc.)
- i) The colour of both jacket and the pants should preferably be navy.
- j) The arc suits shall be fitted with arc rated reflective strips on the circumference of both sleeves on the inner upper arm of the jacket, and with reflective strips on both legs above the knees. The reflective strips shall be visible in the day and at night.
- k) The GKM logo shall appear on the left top side of the jacket in white and shall be in accordance with the GKM Corporate Identity. The thread used for the embroidery shall comply to the requirements stipulated in SANS 724.
- l) The thread used for the embroidery shall comply with the requirements stipulated in SANS 724.
- m) The GKM logo shall appear on the left top side of the shirt/jacket in white and shall be in accordance with the GKM Corporate Identity, below it shall be the ATPV value of the garment. The thread used for the embroidery shall comply with the requirements stipulated in SANS 724.
- n) The thread used for the embroidery shall comply with the requirements stipulated in SANS 724.

3.4 MARKING AND LABELLING

All labels shall be permanently secured so that they, including the marking, will outlast the service life of the garment.

- a) Arc flash protection clothing markings shall comply with SANS 10011 or ASTM F11506.
- b) The following information shall be included as a minimum on the label secured to the garment:
 - The manufacturer's name or trademark;
 - Year of manufacturer or garment serial number for purpose of tracking.
 - The size designation
 - The arc rating designation ATPV;
 - The composition of the material in accordance with SANS 10235 or ASTM F 1506;
 - The care labelling instructions in accordance with SANS 10011 or ASTM 1506;
 - The service life
 - The relevant normative marking requirements of referenced standards;
 - The washing control label and;

- The arc rating designation applicable to the material shall be clearly shown on the garment.

ELECTRICAL SERVICES						
ITEM	SPECIFICATION	QUANTITY	UNIT PRICE	1 ST YEAR	2 ND YEAR	3 RD YEAR
Flame Retardant shirt	<ul style="list-style-type: none"> Garment fabric: Du Pont 33% Nomex/Kevlar 65%Modacrylic 2% antistatic, triple layered. Long sleeves work wear shirt with buttons & 2 breast pockets. Standard button down collar & adjustable cuffs with button closure. Flame retardant thread Garment confirms: ASTM F1959/1959M, ASTM F1506, NFPA 70E, SANS 724 ATPV12,4CAL/cm² Colour: Khakhi 25 mm reflective tape for increased visibility. 	1				
2-piece Electrical Arc Conti- suit	<ul style="list-style-type: none"> Fabric : triple layer DuPont Nomex / DuPont Kevlar Flame retardant thread Garment confirms: ASTM F1959/1959 ASTM F1506, NFPA 70E SANS 724 ATPV 12,4 CAL/cm² on jacket & pants Colour: Navy 25 mm Flame retardant reflective tape around arms. 	1				
Electrical arc switch gear	<ul style="list-style-type: none"> Dromex A.P.T fabric – 88% cotton , 12%nylon Double layer construction: 140z outer & 9oz inner Flame retardant thread throughout YKK concealed brass zip on jacket 	1				

	<ul style="list-style-type: none"> Flame retardant velco closures Triple needle top stitching on shoulders, side seams & inner leg Flame retardant kitted rib cuffing ATPV 51 CAL/cm² rating embroidery on jacket & pants <p>HOOD</p> <ul style="list-style-type: none"> 40 CAL/cm² BSD Arc Visor with real view technology Back flap with Velcro closure Garment confirms: SANS 434, IEC 61482-1-1, NFPA 2112, NFPA 70E, SANS 724, ASTM F1959, ASTM F2621-12, EN 11611: 2015, EN 11612 : 2015, EN 61482- 1-2: 2014 					
1000V gloves	<ul style="list-style-type: none"> Arc rated material Tested in accordance with ASTM F2675/ F 2675M13 Test performance of the gloves is required 	1				
Reusable ear plugs	<ul style="list-style-type: none"> Easy to clean corded earplugs Smooth dirt –repellent surface can be easily cleaned with soap & water Hygienic storage earplugs hygiene box Conforms to EN 352-2 	1				
Sun hats	<ul style="list-style-type: none"> Arc rated Inner sweat band Cord & stopper 100% polyester 	1				
Rain suits	<ul style="list-style-type: none"> Navy Be fitted with arc rated reflective strips on both sleeves & both legs above knees. Reflective strips must be visible 	1				

	during the day and at night. <ul style="list-style-type: none"> • Comply with requirements of ASTM F1891 					
ARC flash Helmets	<ul style="list-style-type: none"> • With visor • Chin strap • Comply with EN 397 	1				
Half body waist safety harness	<ul style="list-style-type: none"> • 3 pcs side D-ring on waist belt. • Soft back support • Metal buckle type waist strap • Safety rope material – polyamide ester. • Comply with EN361 	1				
Leather gloves	<ul style="list-style-type: none"> • Goat –grain arc flash gloves • Kevlar lined oil bloc • Seamless knit • Cut resistant • Elastic back for snug fit • Arc flash tested for level 4 with an ATPV of 41 CAL/cm² 	1				
Gumboots	<ul style="list-style-type: none"> • Black • Recycled PVC upper/virgin PVC sole. • Extra length general purpose for comfort flexibility • Virgin PVC non slip hard wearing sole with strong grip superior sock lining in 100% polyester for quick dry and durability • 100% wool insole • Approved SABS mould 	1				
Goggles	<ul style="list-style-type: none"> • Adjust the spectacles to suit wearer's face shape • Comply with requirements of EN 166 & ASTM F2178 	1				
Beanies	<ul style="list-style-type: none"> • 100% cotton • Fabric: knitted – acrylic yarn • Snug fit for warmth & comfort • Top quality acrylic yarn for durability 	1				

Safety boots	<ul style="list-style-type: none"> • Black in colour • Shall be non-metallic & have a carbon fibre toe cap • Tread surface type sole shall be rubber & be oil, petrol & slip resistant • Penetration – resistant insert • Full grain leather on the upper part • Shall comply with safety shoes electrical testing 34-232 	1				
Socks	<ul style="list-style-type: none"> • Yarn composition- 100% cotton • Chemically treated to protect from odour creating bacteria • Black 	1				
Long sleeve – Reflective jacket	<ul style="list-style-type: none"> • Zip off sleeves • Full front zip • Dayglow orange & dayglow yellow combo • Silver reflective checker band • 100% polyester • Elasticated waist • Garment conforms: SANS 50471, ISO20471 	1				
Total						

NB:

- 1. ALL SHIRTS, OVERALL AND GOLF SHIRTS MUST HAVE THE MUNICIPAL LOGO ON THE POCKET EMBROIDED.**
- 2. JACKETS MUST HAVE THE MUNICIPAL LOGO ON THE LEFT-HAND SIDE AND SURNAME WITH INITIALS ON THE RIGHT-HAND SIDE**

5. DELIVERABLES

- 5.1. Signing of a service level agreement and a contract with the Greater Kokstad Municipality.
- 5.2. The primary deliverable is to consistently provide the required PPE items as per the specifications outlined in the contract and the delivery should start from August 2024 (1st year) and every in July for 2nd and 3rd year for a period of three years.

5.3. The unit price per year as well as escalation per year must be reflected in the bid. The service provider must ensure that all items meet relevant safety standards and certifications to effectively protect the municipality's personnel from health hazards.

5.4. Providing regular reports to the municipality detailing the quantities of PPE supplied and delivery schedules.

5.5. Annual review of the contract, non-performance shall result in termination of the contract.

5.6. Uniform and protective clothing must be packaged as per the person's requirement; therefore, the municipality shall provide the list of every employee, and a duty of the service provider to measure all employees.

5.7. Distribution must be done by the service provider and the municipality will do the monitoring.

It is a requirement that successful bidders will be requested to provide a complete set of clothing as sample and only on approval be requested to supply the approved products.

Applicable SABS & SANS certificates must be attached to the bid document.

6. EXPECTED OUTCOME.

- a) Assuring the welfare and security of municipal staff through the provision of quality personal protective equipment (PPE) as per the specification to reduce occupational health hazards.
- b) Minimizing the potential for workplace accidents, injuries, and illnesses through the use of appropriate protective equipment.
- c) Enhancing the municipality's preparedness to address public health emergencies, infectious disease outbreaks, or other crises by ensuring a consistent availability of personal protective equipment (PPE).

7. KEY COMPETENCIES

7.1. Service provider appointed to undertake this project should demonstrate the following key competences:

- a) Proof of registration as the registered company
- b) Technical skills to interpret the requirements of the Terms of Reference.
- c) In-depth knowledge and experience in the field of supply and delivery of uniform and protective clothing or manufacturing.
- d) Business viability to deliver on the services.

7.2. The service provider should have a strong track record in supplying and delivering PPE to similar organizations or municipalities. Previous experience in handling contracts of similar size and scope would be advantageous.

- 7.3. The provider must comply with relevant quality standards and certifications for PPE and should have robust supply chain management processes in place to ensure the timely delivery of PPE, even during times of high demand or disruptions in the supply chain.
- 7.4. Ability to effectively manage inventory levels to ensure sufficient stock of PPE items at all times without excessive stock or shortages and demonstrated capability in logistics and distribution to ensure prompt and efficient delivery of PPE to the municipality as required.
- 7.5. The service provider should provide responsive and reliable customer service and support to address any issues or concerns that may arise during the contract period.
- 7.6. Financial stability and reliability are important considerations to ensure that the provider can meet the contract obligations over the three-year period without financial difficulties.
- 7.7. Training Providers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

8. PROJECT MANAGEMENT

- a) The appointed Service Providers will work very closely with Greater Kokstad Municipality, managed by/in and/or report to Corporate Services Department: Human Resource Unit.
- b) The Occupational Health and Safety Officer will be the designated Project Coordinator.

9. PROJECT TIMEFRAME

- 9.1. The Municipality will enter into a three-year Service Level Agreement (SLA) with the successful Service Provider for the supply and delivery of PPE to Greater Kokstad Municipality.
- 9.2. In light of the importance of this project, the Personal Protective Equipment (PPE) shall be delivered on a yearly basis for a period of three years, starting at the commencement of each financial year. The project timeline is outlined as follows:
 - a) **Year 1:** August 2024, the initial delivery of Personal Protective Equipment (PPE) is planned to be delivered in August 2024. This delivery signifies the commencement of the Municipality's contractual agreement with the appointed service provider for the supply and delivery of Personal Protective Equipment (PPE).
 - b) **Year 2:** July 2025, the Municipality expects to receive the second batch of Personal Protective Equipment (PPE) following the delivery of the first batch in the previous year. This delivery coincides with the start of the 2025/26 financial year and guarantees the uninterrupted supply protection equipment to Municipality staff.
 - c) **Year 3:** July 2026: The last delivery for the current project is expected to take place in July 2026. This delivery signifies the completion of the three-year contract period.

10. PROJECT BUDGET

- a) The budget will be based on the on the presented work plan and budget, consistent with the amount of work as specified in the “scope of work”. Work to be undertaken will vary from time to time as and when required by the Municipality.

11. EVALUATION CRITERIA

11.1 FUNCTIONALITY (60)

11.1.1 All bids received will be evaluated by a panel on a basis of functionality.

The following functionality criteria will be applicable, and the maximum weights of each criterion are stated in brackets in the table below.

Functionality Criteria	Basis for points allocation	Score	Max. Points	Verification Method
Proven track record with respect to the supply,delivery of PPE/uniform by means of signed appointment letters and reference letters by Municipal Manager in case of Municipal Projects and Senior/ Project Manager in case of Private Enterprise with the value of R300 000 and more.	5 or more appointment letters/Order and reference letters	60	60	Bidders are to provide appointment Letter/Orders and Reference Letter of the same project. The reference letter must be signed by Project Manager/ Municipal Manager or a person at a Directorship level in other institutions. NB: POINTS WILL ONLY BE GIVEN FOR EACH PROJECT WERE THE TENDERER HAS SUBMITTED ALL THE REQUIRED DOCUMENTS
	4 appointment letters/Order and reference letters	50		
	3 appointment letters/Order and reference letters	40		
Total			60 POINTS	

A bidder that scores less than 40 out of 60 in respect of “functionality” will be regarded as submitting a non-responsive bid and will be disqualified.

POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The following preference point systems are applicable to this bid:

The 80/20 system for requirements with a Rand value below R50 000 000.

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.

Points for this bid shall be awarded for:

Price and Preferential Procurement Framework Act

The points allocated for price will be calculated as follows:

80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).

Where

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

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for specific goal points

Points will be awarded to a bidder for attaining the required goals and submitting the required documentation as requested below:

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

PREFERENCE	80/20	Documents required for verification
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by black person	5	- ID copy of director/Owner - Detailed CSD
Business owned 50% or more by black woman	5	- ID copy of director/Owner - Detailed CSD
GOAL 2 – RDP- Maximum Points	10	
Business falls under the SMME Category- QSE/EME	5	- Detailed CSD Report
Promotion of business located within KZN province	5	- Municipal accounts not older than 90 days/ - Lease agreement - Affidavit if you are not liable to pay rates (to clarify reasons why you are not liable)

INSTRUCTIONS TO BIDERS
PUBLICATION REFERENCE:

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

1. Services to be provided

These services required by the Contracting Authority are described in these Terms of Reference.

2. Participating and sub-contracting

2.1 Participation in this bid is open to everyone.

2.2 Bids should be submitted by the same service provider or consortium, which has submitted the proposal based on the above. **No change whatsoever in the identity or composition of the bidder is permitted.**

2.3 Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract.

2.4 Sub-contracting will be allowed, only in so far as it was stated in the initial bid.

2.5 Duplication of bid document is prohibited.

3. Financial offer

The financial offer must state the bidder's price in South African Rand for providing the services according to its Technical offer.

The same person, who signed the corresponding Technical offer, must sign this document.

4. Variant solutions

Any variant solutions will not be taken into consideration.

Period during which Bid are binding

Bidders are bound by their bids for 120 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 40.

The successful bidder must maintain its bid for a further 60 days from the date of notification that its bid has been selected for the contract.

5. Additional information before the deadline for submission of bidders

The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 10 days before the deadlines for submission of bids, specifying the **publication reference** and the **contract title**:

Attention: Ms. A. Mahlaka
Greater Kokstad Municipality
75 Hope Street
P.O. Box 8
KOKSTAD
4700

Email: andiswa.mahlaka@kokstad.gov.za

Any prospective bidders seeking to arrange individual meetings with the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.

Visit by individual prospective bidder during the bid period are not permitted other than the site visit for good reasons.

6. Submission of Bids

Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

Any infringement of these rules (e.g. unsealed envelopes) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

- a) The address for submission of bid indicated above;);
- b) The words "Not to be opened before the bid opening sessions";
- c) The pages of the Technical and Financial offers must be numbered.

7. Alterations or Withdrawal of Bids

7.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

7.2 Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause 8. The envelope must be marked "Alteration" or "Withdrawal" as appropriate.

8. Costs for preparing Bids

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. In particular, if proposed key members were interviewed, all costs shall be borne by the bidder

9. Ownership of Bids

The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

10. Confidentiality

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records, in particular, are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

11. Ethics clauses / Corruptive practices

- a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.
- b) The bidder must not be affected by any potential conflict of interest.
- c) The Greater Kokstad Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

- d) Bids will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

12. Documentary evidence required from the successful Bidder

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a

Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

13. Signature of contract(s)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

14. Cancellation of the Bids procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND DISQUALIFIED

In evaluating and adjudicating the bid the following criteria will be considered:


- a. Compliance with bid requirement
- b. evaluation of functionality
- c. Value for money
- d. Greater Kokstad Supply Management Policy

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

MBD 3.1

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

MBD 3.1

DESCRIPTION	QUANTITY	AMOUNT
PROVISION OF PANEL OF TRAINING PROVIDERS FOR A PERIOD OF 36 MONTHS		
		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least (120) days from date of offer for evaluation purposes.
- Price(s) quoted must be firm and include VAT (**Non-compliance** with the Value Added Tax Act,1991; i.e. In terms of this Act **it is mandatory** for any business **to register for VAT** if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million.
NB: Bidder/s failing to comply with this provision of the Value Added Tax Act,1991 **WILL NOT BE CONSIDERED**, therefore rejected)
- Tenderers original valid tax clearance certificate must be attached.
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaire, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid.

ANNEXURE C

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:
.....
.....

3.3 Position occupied in the Company (director, trustee,
shareholder²):.....

3.4 Company Registration Number:
.....

3.5 Tax Reference
Number:.....
.....

3.6 VAT Registration Number:
.....

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

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

3.8.1 If yes, furnish particulars.

.....

.....

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

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months?

..... **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be

involved with the evaluation and or adjudication of this bid?

..... **YES / NO**

3.11.1 If yes, furnish particulars

.....

...

.....

.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

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

3. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to

(c) determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1- Ownership – Maximum Points	10	Detailed CSD Report
Business owned 50% or more by black person	05	
Business owned 50% or more by black women	05	
GOAL 2 – RDP – Maximum Points	10	Detailed CSD Report
Business falls under the SMME- Category- QSE/EME	5	
Promotion of business located within Greater Kokstad Municipality	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

_____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However, communication between partners in a joint venture or consortium³ 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the Purchaser and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the Vendor is required to supply to the Purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods/works or the rendering of a service.
- 1.20 "Project site" where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the Institution purchasing the goods/works and/or service.
- 1.22 "Republic" means the Republic of South Africa.

- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
2. Application
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.
3. General
- 3.1 Unless otherwise indicated in the bidding documents, the Purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.
4. Standards
- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of Contract Document and Information; Inspection
- 5.1 The Vendor shall not, without the Purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Vendor's performance under the contract if so required by the Purchaser.
- 5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 5.5 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.
- 6. Patent Rights
 - 6.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the Purchaser.
- 7. Performance Security
 - 7.1 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete his obligations under the contract.
 - 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - b) A cashier's or certified cheque.
 - 7.3 The performance security will be discharged by the Purchaser and returned to the Vendor not later than thirty (30) days following the date of completion of the Vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspection, Tests and Analysis

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the Vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the Purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

- 9.1 The Vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated

in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the goods shall be made by the Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

- 10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this contract;

- e) training of the Purchaser's personnel, at the Vendor's plant; and /or
 - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the Vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Vendor for similar services.
14. Spare Parts
- 14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:
- a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty
- 15.1 The Vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.

- 15.4 Upon receipt of such notice, the Vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Purchaser.
- 15.5 If the Vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.
16. Payment
- 16.1 The method and conditions of payment to be made to the Vendor under this contract shall be specified in SCC.
- 16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.
18. Contract Amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment
- 19.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.
20. Subcontractors
- 20.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the

original bid or later, shall not relieve the Vendor from any liability or obligation under the contract.

21. Delay in Vendor's Performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/or to perform the services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using

the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

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

- a) if the Vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21.2;
- b) if the Vendor fails to perform any other obligation(s) under the contract; or
- c) if the Vendor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a Purchaser intends imposing a restriction on a Vendor or any person associated with the Vendor, the Vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the Vendor fail to respond within the stipulated fourteen (14) days the Purchaser may regard the intended penalty as not objected against and may impose it on the Vendor.

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

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

- (i) the name and address of the Vendor and / or person restricted by the Purchaser.

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-Dumping and Countervailing Duties and Rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations

under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination on Insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the Vendor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay penalties and/or damages to the Purchaser; and
 - b) the aggregate liability of the Vendor to the Purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price,

provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the Vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A local Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. Transfer of contract

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

34. Amendments of contracts

34.1 No agreement to amend or vary a contract or order or conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to

amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing

35. National Industrial Participation Programme

35.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36. Prohibition of Restrictive Practices

36.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

36.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the Purchaser, has / have engaged in the restrictive practice referred to above, the Purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

