

UMUZIWABANTU LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: UMUZ/12/2025

PANEL FOR SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING (36 MONTHS)

BIDDERS NAME :

COMPANY NAME :

ADDRESS :
:

TEL :**FAX**.....

EMAIL ADDRESS :

Issued by:
BUDGET AND TRESUARY OFFICE
SUPPLY CHAIN MANAGEMENT UNIT
10 MURCHISON STREET,
HARDING
4680

Enquires:
Tel : 039 433 3500/67
Fax : 039 433 1208
Email : Indawonde@umuziwabantu.gov.za

CHECKLIST

No	Document	Responsive (Yes/No; N/A)
1.	Company Profile	
2.	B-BBEE Certificate	
3.	Company Registration (CIPC) and Company Documents	
4.	Joint Venture/Consortium Agreement, Power of Attorney or Letter of Authority to sign documents	
5.	Proof of Audited Financial Statements if applicable	
6.	Confirmation of Residential Address or Business Address	
7.	SARS Registration and Valid SARS Pin	
8.	Proof of Registration from Central Supplier Database (CSD)	
9.	VAT Registration Certificate if applicable	
10.	CV, ID Copies and Profile of Directors, Team Members and Support Staff Members	
11.	Certified copy of CIDB Grading Certificate	
12.	Certified copy of relevant Contractor Registration Certificate	
13.	Signed Joint Venture Agreement (where applicable)	
14.	Current and completed projects with contactable references and values	
15.	Bank Rating Letter (not more than 3 months old)	
16.	Proposal with Methodology and Approach	
17.	Project Plan and Budget estimates with clear time lines	
18.	MBD 2 – Tax Clearance Requirement	
19.	MBD 4 – Declaration of Interest	
20.	MBD 8 – Declaration of Bidders Supply Chain Practices	
21.	MBD 9 – Certificate of Independence	



UMUZIWABANTU MUNICIPALITY

INVITATION FOR BIDS

Umuziwabantu hereby invites Bids from suitable qualified and experienced service provider to provide services to the municipality.

Name	Tender No	Briefing Date	Tender Amount	Closing date
Panel of Supply and Delivery of Protective Clothing for the period of 36 months	UMUZ/12/2025	05 November 2025 at 11:00	R 500.00	27 November 2025 at 12:00

All Bid documents are obtainable from **27th of October to the 31st of October 2025 between 08:00 and 15:30** at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, at a non-refundable payment of 500. Bid documents can also be downloaded on Municipal website: www.umuziwabantu.gov.za & etenders.gov.za

Invalid or non-submission of the following documents will render the Tenderer disqualified.

1. Municipal Rates and Service Charges Statements where the company is located to confirm Municipal rates are not in arrears for more than 90 days or;
2. Attach valid lease agreement if the company is leasing the office space.
3. MBD 1, 4, 8, 9 all applicable forms included in the document.
4. Attach affidavit if the account is under your parents, siblings, grandparents, and you are not paying any Municipal rates.
Copy of marriage certificate if Municipal account is under your spouse
5. Joint Venture Agreement if the company has entered into a joint venture and specifying the name of the signatory in the JV.
6. Entity's copy of Registration with the Registrar of Companies, Close Corporation
7. Bidders must be registered on the Central Supplier Database (CSD) attach proof of Registration

The Functionality will comprise of the following based on the criteria indicated in the respective tender returnable: Bidders must score a minimum of 60% to pass functionality evaluation.

Functionality Assessment	Points
Financial Viability	20
Methodology and Time Frames	20
Proof of Relevant Experience	60
Total	100

80/20 Preference Points System of 2022 will be used for Evaluation.

Bids must be deposited in the bid box at the Finance (SCM) offices at the Municipal Buildings, 10 Murchison Street, Harding, 4680, before closing date and time. Telegraphic, telefax, or faxed bids will not be considered, and late bids will not be accepted. All tenders must be valid for 90 days after tender closing.

BID ENQUIRIES

Bid enquiries are to be addressed to: Mr L Ndawonde (SCM) at telephone number 039 433 3565
Mr M Ncayiyana (HRM) 039 433 3500

Umuziwabantu Local Municipality is not bound to accept the lowest bid and it reserves the right to accept whole or part of any bid or not to consider any bid not suitably endorsed or to reject any or the entire bid without stating the reasons thereof.

MR TP CELE
MUNICIPAL MANAGER

Umuziwabantu Local Municipality
10 Murchison Street
P/Bag 1023, Harding, 4680

PART A – MBD 1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMUZIWABANTU LOCAL MUNICIPALITY)					
BID NUMBER:	UMUZ/12/2025	CLOSING DATE:	27 NOVEMBER 2025	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND DELIVERY OF UMUZIWABANTU EMPLOYEES UNIFORM FOR 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 OFFICIAL BID BOX SITUATED AT MAIN OFFICE, 10 MURCHISON STREET, HARDING, 4680					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	FINANCE		CONTACT PERSON	Mr. M Ncayiyana	
CONTACT PERSON	Mr. M.L Ndawonde		TELEPHONE NUMBER	039 433 3500	
TELEPHONE NUMBER	039 433 3565		FACSIMILE NUMBER	039 433 1208	
FACSIMILE NUMBER	039 433 1208		E-MAIL ADDRESS	mncayiyana@umuziwabantu.gov.za	
E-MAIL ADDRESS	Indawonde@umuziwabantu.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

2 BIDDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:

Failure to submit the following documents will invalidate your bid

NB: All Returnable documents must be certified.

The tender will only be accepted on condition that:

- a. Offer is signed by a person authorized to sign on behalf of the Tenderer:
- b. A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "provided elsewhere is entered will deem the tender invalid.
- c. The tenderer or competent authorized representative of the service provider who submitted the tender must be present at the closing of the bid for any clarity seeking question.
- d. A compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his tender submission.
- e. The tenderer is not in arrears for more than 3 months with municipal rates, lease agreements must be accompanied by landlord Rates and Municipal Services Clearance Certificate
- f. A valid original Tax clearance Certificate/Tax Pin is included with his tender.
- g. The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt activities Act of 2004 as a person prohibited from doing business with the public sector.
- h. The tenderer has not: Abused the Employees Supply Chain Management System: or failed to perform on any previous contract and has been given a written termination letter
- i. A tenderer has attached proof of purchasing the tender document
- j. A tenderer has supplied proof of experience (Completion Certificates)
- k. Certified Copies of ID & CK Documents
- l. Company Profile
- m. Proof of Central Database Registrations.

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that:

_____ (tenderer)

of _____ (address)

was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Umuziwabantu Municipality, in Harding Offices

on _____ **2025** starting at _____.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for us take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name _____ Signature _____

Capacity _____ Date & Time _____

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name _____ Signature _____

Capacity _____ Date & time _____

Official Stamp

SCOPE OF WORK

1. INTRODUCTION OF THE PROJECT

- To acquire services of a service provider for the Supply and Delivery of Protective Clothing as and when required.

2. AIMS OF THE PROJECT

- To efficiently carry out the distribution of Protective Clothing to the Municipal Staff when requested

WASTE COLLECTION, FACILITIES AND ROADS UNIT

ITEM	Description
Rainsuit/raincoat	Two front patch pockets Elasticated cuffs and storm flap Heat sealed seams. Rubberised finish 100% waterproof polyester PVC Coated Trousers to have an elasticated waist and double top-stitching throughout Yellow in colour
Jacket	Adjustable cuffs Two front pockets with a flap High-visibility reflective tap on top, arms and at the back Padded and fully lined Two-tone medium weight jacket Storm flap Concealed hood Reinforced seams Bar-tacked finish on all pressure points High quality work wear garment Water and wind resistant Water and wind polyester fabric Lime and Navy in colour Branded with Municipal logo on the front pocket and written at the back community services/technical services
Reflective Jacket	2 side pockets Removable sleeves High-visibility mesh jacket Reflective tape Elastic cuffs and waistband Full frontal zip 100% polyester Branded with Municipal logo on the front pocket and written at the back community services/technical services
Overall/Suit	Chest Pocket with V-flop and press stud Reinforced bar-tacked seams and pressure points Reflective tape on elbows SABS approved.

	Side slits and elasticated cuffs Concealed YKK front Zip opening 300g 100% cotton with acid and flame-retardant finish Blue in colour Branded with Municipal logo on the front pocket and written at the back community services/technical services
Ladies Overall	Conti-dress Shortsleeves SABS Approved Blue in colour Branded with Municipal logo on the front pocket and written at the back community services/technical services
T-Shirt	Long sleeve Safety T-Shirt Double-needle finish with durability Reflective tape on both front and back of sleeves and chest to provide maximum visibility. 150g 65/35 poly cotton Blue in colour Branded with Municipal logo on the front pocket and written at the back community services/technical services
T-Shirt	Short Sleeve Golf T-shirt Striped knitted collar Three button plackets Reflective tape across chest and shoulders Two-tone styling with great visibility Top-stitched finish durability. 180g 60/40 Bonded fabric with polyester outer and cotton rich inner Blue in colour Branded with Municipal logo on the front pocket and written at the back community services/technical services
Safety Boots	SABS SANS 20345 approved safety shoe Anti-static easily removable safety shoe Oil resistant. Slip resistant. Shock resistant. Steal toe cap Genuine leather upper and dual density PU sole
Gum Boots	Black unisex gumboots EN approved as per ISO 20347:2022
Cricket Hat	Blue Cricket hat with strings with municipal logo on the front

DISASTER MANAGEMENT UNIT

STRUCTURAL FIRE FIGHTING PROTECTIVE CLOTHING AND EQUIPMENT SCOPE

This guideline specifies the requirements for protective clothing against heat and fire, designed to be worn during structural fire-fighting and rescue operations in conformance with EN 469.

All products on offer must be Fully Certified as per the Respective Industry standard, EN 469 Latest Edition, SANS 50469.

Where specified by the Standard in its full understanding. All Garments or Equipment must be offered as Fully Certified Ensembles. Items not fully certified and without Corresponding Third party certification shall not be considered

SPECIFICATION FOR TURNOUT GEAR FOR PERSONAL PROTECTIVE CLOTHING

– STRUCTURAL FIRE FIGHTING

REQUIREMENTS AS PER EN 469: 2005, SANS 50469: 2010

The complete garment in its entire ensemble shall be fully tested and certified.

Structural Fire Fighting Suit (Bunker Suits/Turnout Gear)

The suit shall consist of tunic and trousers

All new Structural Fire Fighting Suits must be locally manufactured and certified to the requirements of SANS 50469 (EN 469) & CE Certified

1.1. Requirements for Protective Bunker Jacket/Tunic

DESIGN	• The tunic shall have, 50mm silver & lime segmented, iron on FR reflective trim as per layout/design shown on illustration provided. • The tunic shall have the fire service logo with wording above embroidered to rear of the tunic, on the upper centre back. • FR Zip and Velcro front closure. • Extension gusset under arms. • One internal pocket, two external bellow pockets with flaps and FR Velcro closure. • Expandable radio pocket on front left breast, radio loops, torch & microphone strap on right breast. • Pleated back with padded shoulders & elbows covered with scuff resistant patches. • Anti-wicking & scuff resistant barrier on bottom hem & sleeve ends. • The garment shall have no metal clips or rivets. • Yarns to be of same colour as outer shell material. • FR knitted internal cuffs with thumb hole. • Breathable, pathogen resistant moisture barrier. • Light-weight & Breathable to reduce heat stress. • Excellent water vapor transfer ability. • Waterproof & Pathogen resistant liner.
COLOUR	• The tunic shall be Red and Navy as per the illustration provided below
MATERIALS	• Outer Shell: Raftex FR®/Meta-Para-Aramid blend • Moisture barrier: Breathable, pathogen resistant

	• Liner: Lenzing FR®/Aramid blend • FR Anti-wicking barrier
APPLICATION	• Protective work wear for structural fire-fighting, wild-land & rescue operations
COMFORT & BREATHEBILITY	• The complete ensemble must offer exceptional breathability & outstanding comfort as a result of low RET value Not more than 12%.
STANDARDS	• OUTER SHELL: SANS 50469 (EN469)
	• MOISTURE BARRIER: DIN EN 20811, EN 31092, EN ISO 17493, ASTM F1671 SOP 12- 013 • THERMAL LINER: EN ISO 14116 • ANTI-WICKING BARRIER: EN ISO 15025, EN ISO 17493, DIN EN ISO 6330, EN 530, DIN EN ISO 3175 • GARMENT: SANS 50469 (EN 469), CE Certified
ILLUSTRATION	

1.1. Requirements for Protective Bunker Trousers

DESIGN	• The trouser shall have, 50mm silver & lime segmented, iron on FR reflective trim, layout/design as per layout/design shown on illustration provided. • Waist high trousers with raised back and ruched elastic. • 50mm adjustable braces. • One internal back pocket. • Cargo pockets with flaps & FR Velcro closure on each leg. • Padded, scuff resistant knees. • Anti-wicking scuff resistant barrier, around the bottom hem of each leg. • Breathable, pathogen resistant moisture barrier. • The garment shall have no metal clips or rivets. • Yarns to be of same colour as outer material.
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	• Light-weight & highly breathable to reduce heat stress. • Excellent water vapor transfer ability. • Waterproof & Pathogen resistant liner. • Raised back section for increased protection
COLOUR	• The trouser shall be Red and Navy as per the illustration provided below
SIZE	• The tunic shall be available from size XS to 5XL
MATERIALS	• Outer Shell: Raftex FR®/Meta-Para-Aramid blend • Moisture barrier: Breathable, pathogen resistant • Liner: Lenzing FR®/Aramid blend • FR Anti-wicking barrier
APPLICATION	• Protective work wear for structural fire-fighting, wild-land & rescue operations
COMFORT & BREATHEBILITY	• The complete ensemble must offer exceptional breathability & outstanding comfort as a result of low RET value Not more than 12%.
STANDARDS	• OUTER SHELL: SANS 50469 (EN469) • MOISTURE BARRIER: DIN EN 20811, EN 31092, EN ISO 17493, ASTM F1671 SOP 12- 013 • THERMAL LINER: EN ISO 14116 • ANTI-WICKING BARRIER: EN ISO 15025, EN ISO 17493, DIN EN ISO 6330, EN 530, DIN EN ISO 3175 • GARMENT: SANS 50469 (EN 469), CE Certified
ILLUSTRATION	 The illustration shows a pair of blue fire-fighting trousers. They feature red patches on the thighs and reflective green/yellow stripes along the sides of the legs. The trousers have a high waist with a black strap and buckle, and a black pocket on the right thigh.

2. SPECIFICATION FOR STRUCTURAL FIREFIGHTING FLASH HOOD/BALACLAVA
– STRUCTURAL FIRE FIGHTING AND RESCUE OPERATIONS

DESIGN	• The workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid. • The hood and materials shall meet or exceed both the design and performance requirements for as outlined in EN 531:1995 • The hood shall be a double layer, full drape, yoke style design providing chest, back and partial shoulder protection. • A tube style design shall not be acceptable. • All head and bib seams shall be flat lock stitched. • The bib hem shall be hemmed with a tight crochet stitch designed to eliminate bulky binding. • The face opening shall easily stretch to a minimum of 38cm to provide superior donning and fit characteristics for any size fire-fighter's head. • The face opening shall be sewn with minimum 12mm elastic and hemmed with overlock stitch. • Full faced, light-weight, double layer, knitted balaclava • Self-fabric binding around face opening, with lime stitching • Extended bib, back and shoulder flares • Inherently flame-resistant • Highly moisture absorbent • Water washable, including home washing and industrial laundries
COLOUR	• The flash hood/balaclava shall be grey
SIZE	• One size fit all
MATERIALS	• Fire-Safe® interlock FR Knit Blended fabric
COMFORT & BREATHEBILITY	• The complete ensemble must offer exceptional breathability & outstanding comfort as a result of low RET value Not more than 12%.
STANDARDS	• GARMENT & FABRIC: EN 531:1995 A, B2, C1 and E1, ASTM F2621, ASTM F1959



3. SPECIFICATION FOR STRUCTURAL RUBBER FIREFIGHTING BOOT

- STRUCTURAL FIREFIGHTING OPERATIONS

DESIGN	- Reinforced backstay for heel/tendon protection. 5000V electrical shock resistance. - Abrasion and slip resistant lug sole. - Penetration resistant mid-sole for footstep protection. - Flame resistant rubber upper with heat insulation & heavy duty pull straps. - Inner leg lined for comfort and thermal insulation. - External rubber shin guard
COLOUR	- Black with yellow toe cap and black outsole. - Silver retro-reflective band the back of the heel.
SIZES	UK 5 – UK 10.
MATERIALS	- Upper: FR rubber. - Construction: Vulcanized - Lining: Felt with heel reinforcement. - Insole: PU. - Midsole: anti puncture. - Outsole: Heat/flame resistant rubber.
STANDARDS	- EN 15090:2012 - GA6-2004 - CCC

ILLUSTRATION	
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4. SPECIFICATION FOR STRUCTURAL FIREFIGHTING GLOVES

- STRUCTURAL FIREFIGHTING OPERATIONS

DESIGN	- Anatomically designed 5 finger-glove, 3D shaped for outstanding fit, comfort & dexterity. - Para-aramid knit wrist. - Impact protection on the joint areas. - Coated palm for improved grip and excellent cut resistance. Knitted cuff, Para- aramid.
	Reflective strip on the top of the hand.
COLOUR	The glove shall be navy blue with a lime and silver reflective strip
SIZE	7 – 11
MATERIALS	- Outer material: Aramid. - Palm and thumb reinforcements: Siliconized aramid. - Membrane: Waterproof, breathable and pathogen resistant. - Lining: Para-aramid. - Knit Wrist: Para-aramid
STANDARDS	Fabric: EN 659:2003+A1:2008, EN 388: 2016.
ILLUSTRATION	

5. SPECIFICATION FOR RESCUE/EXTRICATION GLOVES

- RESCUE & EXTRICATION OPERATIONS

DESIGN	• The glove shall be an Anatomically designed 5 finger-glove • Synthetic leather with aramid reinforcement on palm, and fingers • Padded on the top of the hand for extra protection • Padded on top of the hand. • PVC reinforcement on fingertips for better grip and anti-abrasion. • Elasticated inner and outer cuff for improved fit
COLOUR	• The colour shall be yellow, black and grey as per illustration provided
SIZE	• 7 – 11
MATERIALS	• Outer material: Aramid four-way stretchable fabric • Palm and thumb reinforcements: Synthetic leather and aramid
STANDARDS	• EN 420: 2003 + A1: 2009. • EN 388: 2016 (4131).
ILLUSTRATION	

6. SPECIFICATION FOR STRUCTURAL FIREFIGHTING HELMET

• STRUCTURAL FIREFIGHTING OPERATIONS

DESIGN	• The outer shell shall be made of high-heat thermoplastic. This thermoplastic shall provide unparalleled impact and penetration resistance. The designed shall offer exceptional balance, comfort, stability and interface with respiratory equipment. • 6" face shield
	• Chinstrap with quick release buckle is comfortable and fire resistant. • Four-point crown strap assembly - Comfortable suspension system for extra protection against impact.
COLOUR	• Yellow, White, & Red shall be available
SIZE	• Universal adjustable
STANDARDS	• NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting Pertaining to Structural Fire Helmets

ILLUSTRATION	
LABELING REQUIREMENTS	- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels as per the relevant standards indicated. - The element shall be clearly labelled to fully identify the material content. - The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.
GENERAL	Fire fighter's protective clothing shall provide protection for the fire fighter's torso, neck, arms to the wrists, and legs to the ankles during firefighting
ADDITIONAL REQUIREMENTS	- All Relevant Certifications for Materials and All Products must accompany all Items as set out in above Technical Specifications. - Full Garment and testing Certifications Shall be Mandatory for all Human protection Clothing and Equipment as set out in above detailed item specifications - Non-Certified garments and equipment shall NOT be considered

ITEM	DESCRIPTION
Safety Shoe	SAFETY SHOES WITH STEEL TOE CAP HOLTON
Shoe	Step-out shoes
Pants	Black long (step-out) pants:50% polyyster & 50% cotton
Shirt	Navy blue shirt with wings 50% polyyster & 50% cotton: long sleeve with embroided name tag on the right breast above the pocket ,umuziwabantu fire service logo on the left breast above the pocket
Shirt	Navy blue shirt with wings 50% polyyster & 50% cotton: short sleeve with embroided name tag on the right breast above the pocket, umuziwabantu fire service / disaster management logo on the left breast above the pocket
Shirt	White shirt with wings: long sleeve with embroided name tag on the right breast above the pocket & fire services/

	disaster management on left breast above the pocket
Shirt	White shirt with wings: short sleeve with embroidered name tag on the right breast above the pocket & fire services/ disaster management on left breast above the pocket
T-Shirt	Red cotton golf t- shirts with umuziwabantu fire service logo on left breast , fire and rescue services label at top back
T-Shirt	Round neck t- shirts with umuziwabantu fire service , fire and rescue services label at back with yellow embroedery label fire services
Shoes	Training shoes
Trouser	Combat pants
Belt	Black step-out belt for fire and rescue services
Jersey	Jersey with wings , umuziwabantu fire service and umuziwabantu disaster mangement logo on left breast embroidered name tag on the right breast above the pocket ,umuziwabantu fire service logo on the left breast above the pocket
Blazer	Step out blazer with wings , umuziwabantu fire service and umuziwabantu disaster mangement logo on left breast embroidered,umuziwabantu fire service logo on the left breast above the pocket
Tie	Black tie
Jacket	Northwester jacket with reflective stripes Embroided name tag on the right breast above the pocket Navy in colour
Jacket	Approach jackets: five with umuziwabantu fire service logo on left breast, fire and rescue services label at top back : one with umuziwabantu disaster management logo on left breast disaster management at the top back. Navy with lime in colour
Jacket	Cortina jacket umuziwabantu fire service logo on left breast , fire and rescue services label at top back Black in colour
Socks	BLACK SOCKS
Epaulets	Epaulets
Hat	Navy beanie hat with municipal logo

Cap	Navy blue -Baseball Caps with municipal logo
Reflector	Reflective vest
Cap	Step-out Caps with municipal logo
Skirt	Black Step-out skirt
Shoe	Black Step-out shoe heel
Rain suit	Yellow Reflective Rain suit

PROTECTION SERVICES UNIT

ITEM	DESCRIPTION
Shoes	black parrabellum officers shoes
Trouser	navy blue trevira wool officers uniform stepout trousers
Shirt	mazrin blue l/sleeve officers uniform shirts / all sizes / including: rubberised moulded shield type Umuziwabantu Traffic shoulder flashes attached on left & right shoulders rubberised moulded Umuziwabantu Traffic stars attached on left chest embroided nametags attached on right chest
Shirt	mazrin blue s/sleeve officers uniform shirts / all sizes / including: rubberised moulded shield type Umuziwabantu Traffic shoulder flashes attached on left & right shoulders rubberised moulded Umuziwabantu Traffic stars attached on left chest embroided nametags attached on right chest
Jacket	navy blue & lime northwester style 100% waterproof two tone multi-purpose all weather jackets with 3M reflective strip / all sizes / including: rubberised moulded shield type Umuziwabantu Traffic shoulder flashes attached on left & right shoulders rubberised moulded Umuziwabantu Traffic stars attached on left chest rubberised moulded nametags attached on right chest
Cap	navy blue ladies rounded officers style formal cap / all sizes
Trouser	navy blue officers combat fatigue trousers / all sizes
Shoes	black bova combat fatigue boots / all sizes
Cap	navy blue unranked combat fatigue cap / std size / including: rubberised moulded Umuziwabantu Traffic stars attached centre of cap
Hat	navy blue cortina padded bunny style "bomber" type jacket / all sizes / including: rubberised moulded shield type Umuziwabantu Traffic shoulder flashes attached on left & right shoulders rubberised moulded Umuziwabantu Traffic stars attached on left chest embroided nametags attached on right chest
Socks	black long wool-blend optifresh socks / std size
Rain Suit	navy blue 100% waterproof adjustable rain trousers and top / all sizes
Lanyards	navy blue lanyards

Skirt	navy blue trevira wool officers uniform stepout skirts /all sizes
Jersey	navy blue l/sleeve knitted jerseys with shoulder epaulets & elbow patches / all sizes including: rubberised moulded shield type Umuziwabantu Traffic shoulder flashes attached on left & right shoulders rubberised moulded Umuziwabantu Traffic stars attached on left chest embroided nametags attached on right chest
Reflector	lime orange two tone reflective vest with silver reflective printed "TRAFFIC" wording on left chest & larger print on rear / all sizes / including: rubberised moulded Umuziwabantu Traffic stars attached on left chest above "TRAFFIC"
Epaulets	navy blue plain unranked epaulets with gold button
Belt	black double leather plain weave border belts / all sizes
Tie	navy blue ties including: embroided Umuziwabantu Traffic stars centre of tie
Cap	navy blue ranked officers formal cap / stepout / 3 leaf rank
Cap	navy blue plain unranked officers formal step-out cap / all sizes
Cap	navy blue combat fatigue cap / 3 leaf officers rank with: rubberised moulded Umuziwabantu Traffic stars attached centre of cap
Epaulets	navy blue metalette type epaulets / traffic rank / 2 x wreath + 1 x bar
Shoes	ladies black parrabellum shoes / all sizes
Cap	navy blue officers formal stepout ranked cap / 7 leaf rank
Cap	navy blue combat fatigue cap / 7 leaf rank / std size fits all / including: rubberised moulded Umuziwabantu Traffic stars attached centre of cap

ELECTRICITY DEPARTMENT

ITEM	DISCRIPTION
Thermal jacket	Jackets shall be insulated with pre-shrunk hollow cotton fiber 135 g/m2 which is made of nonflammable material, the inner material shall be a tartan lining, 100% cotton of a darkish color, with the outer covering be pre-shrunk 100% soft woven fabric in accordance with SANS 1387-4, Material Type D59, flame retardant. (SANS 1423-1), class C category. The jackets shall reach below the buttocks. The jackets shall have non-conductive press-studs down the front on a double panel strip as well as a non-conductive zip complying with SANS 1822 and be intact front and back. The sleeve cuffs shall have two non-conductive press-studs

	at the end of the sleeve so that the size can be adjusted. The Umuziwabantu Local Municipality logo shall be embroidered in accordance with Umuziwabantu Local Municipality Corporate Identity. The stitching shall comply with SANS 10101. The thread used shall comply with SANS 1362. The thermal jacket to be fitted with reflective strips on both sleeves' circumference on the inner upper arms.
Pants	Long pants shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 1387-4, Material Type D59, flame retardant SANS 1423-1, class C category 1.
Shirt	All shirts must be of T006 satin weave 100% cotton fabric and treated with a flame- retardant finish that complies with SANS 1423-1. Long-sleeved shirts shall have a cuff- 65 mm wide set-in long sleeve with two knife pleats separate the cuff with button closure of non-conductive buttons. Sleeve opening bound with binding. The logo shall be embroidered in accordance with Umuziwabantu's Corporate Identity. The shirt shall be corporate color (Navy). The back of the shirt shall have an inverted pleat with hanger loop and yoke. The collar shall be a standard shirt collar. The front pocket shall be fastened by means of non-conductive buttons. The stitching shall comply with SANS 10101. Seams shoulder, sleeve and back yoke posted. The front buttons shall be sewn onto a strengthened front and shall be non-conductive. The thread used shall comply with SANS 1362.
Rain suits	The fabric for the jacket and trousers shall be a minimum of 180 grams per square meter with the 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, (converts to 50kN/m²). The lining to be 80% polyester and 20% cotton. All sizing benchmark to SANS 434 see size chart Annexure E for rain wear and chemical chart specification. The rain jacket shall have a nylon spiral zip and a closed fly front secured by non-conductive press-studs and shall comply with SANS 1822 type 5(auto lock alloy sliders). The hood shall be attached to the rain jacket. The rain jacket shall cover the buttocks. The sleeves shall have a false elastic sleeve at the end (made of a softer material) to prevent rain entering the sleeve. The pants shall have two side slits and elasticised waist. Rain suits shall be Navy blue in colour. The rain suit shall be fitted with reflective strips on both sleeves' circumference on the inner upper arm, reflective strips on both legs above the knees The Umuziwabantu Local municipality logo shall be silk-screened in accordance with Umuziwabantu Corporate Identity, on the front and on the back. • The size of the Umuziwabantu local municipality logo on the front shall be 65 mm high and on the back the Umuziwabantu Local municipality logo shall be 150mm high.
Electrical safety boots	Toe construction type: steel or carbon fibre; tread surface type sole rubber or polyurethane or combination of both and

	shall have minimum oil and resistance of 4, slip resistant of 3, water resistance of 3, heat resistance of 4, abrasion resistance of 4 and with penetration resistant insert. Material must be full grain upper leather and be made in standard or wide size. Material must be full grain upper heather and be made in standard or wide size. Electrical safety Shoes shall be electrically tested and certified to be able to withstand electrical resistance of 20 kilo volts for 60 seconds. The boots shall be dark brown. Where it is not possible to obtain brown then black will be the only alternative and the laces shall match the relevant boot colour. Only locally produced or manufactured textiles leather and footwear from local raw material or input will be considered. Item to be marked with SABS SANS 20345: mark of approval.
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5. DELIVERY

- 5.1. All requested material must be delivered to the Umuziwabantu Municipality SCM Management Office.

6. COMPULSARY DELIVERABLES

- 6.1. Proof of company registration
- 6.2. Valid Tax Clearance Certificate/Pin
- 6.3. Certified IDs for key personnel
- 6.4. Certified BBBEE
- 6.5. Municipal rates/Lease agreement
- 6.6. CSD Registered

7. KEY COMPETENCIES

- 7.1. The service provider appointed should demonstrate the following key competencies.
 - 7.1.1. Proven track record for good services on supply and delivery of Protective Clothing.
 - 7.1.2. The supplier should be credible and reliable.
 - 7.1.3. Ability to supply the requested materials within 1week.

8. PROJECT TIMEFRAME

8.1. The project timeframe is for 3 years period

9. PROJECT BUDGET

9.1 The project has been approved by the Umuziwabantu Local Municipality Council in 2025/26 financial year budget

EVALUATION CRITERIA

STAGE 1: FUNCTIONALITY

For a bidder to qualify into a panel, the bidder must obtain at least 60% of the points for functionality. The company should demonstrate the relevant experience of the project. Bidder who does not score more than 60% will not be considered into a panel and will be eliminated. The points scored in this stage are for qualification only and they will not be added to the final stage.

BIDDERS WHO SCORE ABOVE 60 POINTS WILL PROCEED FOR PREFERENTIAL POINTS SYSTEM

FUNCTIONALITY ASESMENT	
ITEM	POINTS
1. Financial Viability • Bank Letter with A rating = 20 Points • Bank Letter with B rating =15 Points • Bank Letter with C rating = 10 Points • Bank Letter with D rating = 05 Points	20
2. Methodology and time frames	20
3. Proof of relevant experience in same projects NB proof of experience should be attached (appointment letter / purchase order and completion certificate / delivery note or reference letter from the client) 10 points per combined set (order and reference letter	60
TOTAL	100

The Evaluation Criteria shall be as per Supply Chain Management Policy of Umuziwabantu Municipality. Evaluation points will be allocated as follows.

- 80 points for price
- 20 points Specific Goals

NB: Bidders will be awarded on to a panel and quote when goods are required and the specific goals will be allocated during that process.

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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23. Termination for default
24. Anti-dumping and countervailing duties and rights
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General Conditions of Contract

- 1. Definitions**
- 1.1 The following terms shall be interpreted as indicated:
- 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "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.
- 1.8. "Database application form" means the application form required by the Umuziwabantu Municipality to be filled in by the successful tenderer, following the award of the contract, for inclusion on the UMUZ database before payment is made.
- 1.9 "Day" means calendar day.
- 1.10 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.11 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.12 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.13 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.14 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of

the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.15 “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.
- 1.16 “GCC” means the General Conditions of Contract.
- 1.17 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.23 “Purchaser” means the organization purchasing the goods.
- 1.24 “Republic” means the Republic of South Africa.
- 1.25 “SCC” means the Special Conditions of Contract.
- 1.26 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.

- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or documents any specification, plan, drawing, pattern, sample, or **and** information furnished by or on behalf of the purchaser in **information** connection therewith, to any person other than a person **inspection** employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of **security** contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.
- 9. Packing**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction;
 - (c) the period of restriction; and
 - (d) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

- 24. Anti-dumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. Force majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of disputes** 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of liability** 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the Supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts** 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment** 34.1 No agreement to amend or vary a contract or order or the

- of contracts** conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by , firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

3. AUTHORITY TO SIGN

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. **If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors**, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, **a resolution by its members**, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ Hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____
(Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Umuziwabantu Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy(ies) of ID document(s)
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____	Apply official stamp of authority on this page:
--	---

**SCHEDULE A –
CONFIRMATION OF REGISTRATION OF TENDERER ON UMUZIWABANTU SUPPLIER
DATABASE AND NATIONAL TREASURY DATABASE**

TENDERER NAME	NATIONAL TREASURY DATABASE REGISTRATION NUMBER

A tenderer who is not registered on the Umuziwabantu Supplier Database and National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

TENDERER'S SIGNATURE:

FORMS TO BE COMPLETED BY THE BIDDER

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

**To: Municipal Manager
Private x1023
Harding
4680**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Umuziwabantu Municipality at prices quoted and/or to render all of any of the services described in the attached documents to the Umuziwabantu Local Municipality on the terms and conditions in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Umuziwabantu Local Municipality the validity period of 120 days indicated and calculated from the closing time of bid;
 - 2.1 This bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 2.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
 - 2.3 If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - 2.4 I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;

3. This bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;

4. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):

5. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

6. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfilment of this contract.

7. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

Are you duly authorised to sign the bid?

Has the Declaration of Interest been duly completed and included with the other bid forms?

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

CAPACITY AND PARTICULARS OF THE AUTHORITY UNDER WHICH THIS BID IS SIGNED:

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, 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 (close family member, partner or associate) 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 (close family member, partner or associate) 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?

3.12.1 If yes, furnish particulars.

YES	NO

.....

.....

3.13 Are any spouse, child or parent of the company's director's 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

MBD 6.1

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

“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;

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“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
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated	Number of points allocated	Number of points claimed	Number of points claimed (80/20)
---	----------------------------	----------------------------	--------------------------	----------------------------------

	(90/10 system) (To be completed by the organ of state)	(80/20 system) (To be completed by the organ of state)	(90/10 system) (To be completed by the tenderer)	system) (To be completed by the tenderer)
Price		80		
Specific Goals		20		
Applicable on award				
Total		100		

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:	
	
	
	

CONTRACT FORM -RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to Umuziwabantu Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number UMUZ-19-2019 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

Bidding documents, viz
 Invitation to bid;
 Tax clearance certificate or SARS PIN number;
 Pricing schedule(s);
 Filled in task directive/proposal;
 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 Declaration of interest;
 Declaration of Bidder's past SCM practices;
 Certificate of Independent Bid Determination;
 Special Conditions of Contract;
 General Conditions of Contract; and
 Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

CONTRACT FORM -RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

I..... in my capacity as.....

accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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 ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of 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.
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

PARTICULARS OF BIDDER

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

Name of Bidder: _____

Postal Address: _____

Street Address _____

Telephone Number Code _____ Number _____

Cellphone Number _____

Facsimile Number Code _____ Number _____

Contact Person _____

Company / Enterprise Income Tax

Reference Number: _____

Has a valid Tax Clearance Certificate been attached (MBD2)

NO / YES

Vat Registration Number _____

Company Registration No _____

Is the Firm registered or does it have a Business Licence(s):

(Tick one box)

☐ YES

☐ NO

If YES, give details and quote relevant Reference numbers and dates

Are you the accredited Representative in South Africa for the Goods / services offered by you

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that the information furnished is true and correct

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address _____

Telephone Number: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: UMUZIWABANTU LOCAL MUNICIPALITY

DEPARTMENT: SUPPLY CHAIN MANAGEMENT AND/OR COMMUNITY SERVICES

CONTACT PERSON: Mr L Ndawonde or Mr M Ncayiyana

TEL: 039 433 3500

EMAIL: Indawonde@umuziwabantu.gov.za or mncayiyana@umuziwabantu.gov.za
