



## SOL PLAATJE MUNICIPALITY BID DOCUMENT

Original bid documents must be submitted in a sealed envelope marked  
"ENVELOPE 1 ORIGINAL"

Duplicate of Original Bid document must be submitted in a sealed separate envelope marked  
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate it must be clearly stated.  
The duplicate must be a true reflection of the original Bid Document and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

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

<b>CONTRACT NUMBER:</b>	COM/TR01/2022		
<b>DESCRIPTION:</b>	SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM		
The offer contains	MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable), MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract		
All pages must be signed and witnessed by two witnesses, where required.			
NAME OF BIDDER			
PHYSICAL TRADING OFFICE ADDRESS			
CSD NUMBER:		MAAA	
FINANCIAL (PRICE) OFFER: (VAT inclusive)			
BID PERIOD: For period commencing			
PREPARED FOR: C. Jampies/ C. Langford SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300		PREPARED BY: B. Nkoe  DATE: 25 November 2022	
CLOSING DATE: <b>13 FEBRUARY 2023</b>		TIME: <b>10H00</b>	

# BIDDER CHECKLIST

## CONTRACT NUMBER: COM/TR01/2022 - SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. **(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. <b>No bid will be accepted from persons in the service of the state<sup>1</sup>.</b>	
9	Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable	
10	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
11	Declaration of bidder's past supply chain management practices (MBD 8)	
12	Certificate of Independent Bid Determination Annexure E5 – (MBD9)	
13	Did you submit <b>one (1)</b> original and <b>one (1)</b> hard copy of the bid documents?	
14	Did you take note and understand the Special Conditions, where applicable?	
15	Did you submit your management and contact details?	
16	Did you submit full and current contact details for three references, as requested in the bid document	
17	Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?	
18	Did you <b>initial every page</b> of your original submission?	
19	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
20	Did you submit a current municipal account that is not in arrears for <b>90 days (Business or Residential Municipal Rates &amp; Service Account)</b> ?	
21	Are you registered on the Central Supplier database (CSD) ( <a href="http://www.csd.gov.za">www.csd.gov.za</a> ) provide proof with bid document?	
22	Did you attend the compulsory site/briefing session where applicable?	
23	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

**N.B.: - THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES**

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CELL TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_ Name Print \_\_\_\_\_

2. \_\_\_\_\_ Name Print \_\_\_\_\_

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

**SOL PLAATJE MUNICIPALITY  
INVITATION TO BID  
PART A  
INVITATION TO BID**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE**

BID NUMBER:	<b>COM/TR01/2022</b>	CLOSING DATE:	<b>13/02/2023</b>	CLOSING TIME:	<b>10H00</b>
DESCRIPTION	SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM				
	<p>To render services on behalf of the Sol Plaatje Municipality, as may be required for a <b>36 Months (3 years)</b> period as indicated on this bid document, from the time of the award.</p> <p>The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.</p> <p><b>One complete set of document is available at <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> or <a href="http://www.solplaatje.org.za">http://www.solplaatje.org.za</a> at no cost.</b></p> <p>One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of <b>R500-00 (Five hundred rand)</b>, which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following <b>mSCOA vote no</b></p> <p><b>21 12 1 42 451 0 SG ZZZ ZZ WM</b></p>				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

SOL PLAATJE MUNICIPALITY

SCU – CONTRACTS SECTION, MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

**8301**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>AND</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

BBBEE Level 1 will be considered for this bid.

The following certificate for BBBEE are required for point's allocation.

- **An Original B-BBEE Certificate accredited by SANAS or Certified Copy**
- **An original or certified B-BBEE Sworn Affidavit** for EME'S and QSE's
- **BBBEE certificate for EME's**

1. Companies or bidders bidding as **Joint venture must** include **their consolidated**

- **Joint Venture Agreement** (must clearly stipulate the name of the lead partner)
- **Joint B-BBEE certificate**
- **Separate Tax compliance status pin** for both companies
- **Separate CSD report for both companies**
- **Separate Municipal accounts for both Companies/Valid lease agreement**
- **MBD 4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	CONTACT PERSON	C. Jampies/ C. Langford
CONTACT PERSON	Betty Nkoe	TELEPHONE NUMBER	053-830 6372/ 053 830 6373
TELEPHONE NUMBER	053 830 6172/6180	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	cjampies@solplaatje.org.za/ clangford@solplaatje.org.za
E-MAIL ADDRESS	bnkoe@solplaatje.org.za		

**PART B**  
**TERMS AND PRE-CONDITIONS FOR BIDDING**

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE [www.csd.gov.za](http://www.csd.gov.za)**  
 (2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**  
 (3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**1. BID SUBMISSION:**

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided – **(may not to be re-typed, only hand written submissions will be accepted,)** and no correction tape or fluid may to be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Policy framework act and the preferential regulation, 2017, general conditions of the contract (GCC) and, if applicable, any other special conditions of contract.

**1.4 The following is APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

**If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.**

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
  - For the past three years or
  - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

**Please attach all annexures on the pages as indicated on the bid document**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 **Bidders must ensure must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

**3. MUNICIPAL ACCOUNTS**

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

**NB:** Bidders could obtain details of successful/ unsuccessful information on SPLM website [www.solplaatje.org.za](http://www.solplaatje.org.za) after 120 days after closure of bid.

#### 4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)

4.1 **LOCAL CONTENT** is applicable is **100% - TEXTILE, CLOTHING, LEATHER, AND FOOTWEAR ( Refer to MBD6.2 and Annexure attached)**

4.2 **A BRIEFING SESSION: N/A**

#### 5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 5.5 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.**

**In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions:-**

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number
3. Bidders that have not indicated: -
  - a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
  - b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
  - c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.
4. Any special conditions as contained in the bid documents.

**Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to Sub-divide the contract and accept any portion of any bid, or determine a multiple award.**

Bids will be evaluated in terms of the approved point system **80/20 or 90/10 Points** detailed in Preference Points form MBD 6 enclosed in Bid document. Tender validity period should be for **120 days**.

**NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.**

Sealed bids outwardly marked with the relevant;

**Contract number: COM/TR01/2022**

**Description: SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM**

**Address** Municipal Manager **TENDER BOX (OPPOSITE SECURITY)**

**MUNICIPAL STORES COMPLEX**

**ABATTOIR ROAD**

**ASHBURNHAM**

**Kimberley**

**Closing date 13 FEBRUARY 2023 Time 10H00**

IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.

Bids will be opened in public in the SCU BOARDROOM/SCM OFFICE, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time.

INVITATION FROM: MUNICIPAL MANAGER  
CIVIC OFFICES, SOL PLAATJE DRIVE  
PRIVATE BAG X5030  
KIMBERLEY, 8300

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

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



# Certificate of Attendance of Clarification Meeting on Site

## (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

***If attendance register has been signed at the clarification meeting:***

Name of person appearing on attendance register: \_\_\_\_\_

Representative organization name on attendance register: \_\_\_\_\_

***If the attendance register has not been signed at the clarification meeting.***

This is to certify that I, \_\_\_\_\_

representative of (Tenderer) \_\_\_\_\_

of (address) \_\_\_\_\_

telephone number \_\_\_\_\_

e-mail \_\_\_\_\_

attended the bid clarification meeting (date) \_\_\_\_\_

in the company of (Employer's Line Manager / Engineer's representative) \_\_\_\_\_

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: \_\_\_\_\_



**MBD 1**

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 \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

HAS A VALID TAX COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

YES	NO
-----	----

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES	NO
-----	----

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 ENCLOSE PROOF)

YES	NO
-----	----

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL NUMBER OF ITEMS OFFERED \_\_\_\_\_



ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)

SOL PLAAATJE MUNICIPALITY



ATTACH VALID TAX COMPLIANCE STATUS PIN CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY



ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE  
AGREEMENT HERE

SOL PLATJE MUNICIPALITY



<b>Sol Plaatje Municipality</b> 		<b>SOL PLAATJE MUNICIPALITY, KIMBERLEY</b> <b>**MANDATORY** LISTING CRITERIA</b>		
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____				
1	Company name _____			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person: _____	_____		
3	Postal Address: _____			
4	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within	_____ days
6	Bank account details	Account No.: _____		Branch No.: _____
	Bank Name	_____		
	Branch Name	_____		
	Bank account type	_____		
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, <b>must be</b> attached to this document **			
8	Located in Sol Plaatje Municipal Area		Yes <input type="checkbox"/>	No <input type="checkbox"/>
9	% owned by black male: _____ %		% owned by black female: _____ %	
	% owned by black youth: _____ %		% owned by white female: _____ %	
	% owned by disabled persons: _____ %			
10	B-BBEE status level of contribution: _____			
11	Indicate main sector. Please select one (1) only: Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/>			
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____	
13	It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
	NAME (PRINT) _____ SIGNATURE: _____			
	CAPACITY: _____			
	WITNESS (NAME): _____ SIGNATURE: _____			
	DATE: _____			



MBD3.1

## **SOL PLAATJE LOCAL MUNICIPALITY**

### **CONTRACT NUMBER: COM/TR01/2022 SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM**

#### **SPECIFICATIONS**

##### **1. CAP:**

Colour: Traffic Blue. Officer's cap with laminated fabric on foam; leatherette sweatband; velvet comfort strip; ventilation eyelets; adjustable chin strap and buttons; black shiny peak

Sizes: 50 -60

Composition: 55% Trevira wool / 45% New wool.

##### **SENIORS CAP:**

Colour: Traffic Blue. Officer's cap with laminated fabric on foam; leatherette sweat band; velvet comfort strip; ventilation eyelets; adjustable chin strap and buttons; black shiny peak; embroidered rank insignia onto cloth peak.

Sizes: 50 -60

Composition: 55% Trevira wool / 45% New wool.

##### **2. LADIES HAT / SENIORS HAT:**

Colour: Navy Blue; Police style; felt; embroidered rank insignia onto hat.

Sizes: S-L

##### **3. BASEBALL TYPE CAP:**

Colour: Navy blue; baseball type; brush cotton; adjustable strap at the back; rubberized SOL PLAATJE TRAFFIC badge (similar to the "shoulder flashes") in the middle front.

##### **4. BEANIE**

Colour: Navy blue, 50gsm acrylic knitted, embroidered SOL PLAATJE traffic badge (similar to the shoulder flashes) in the middle front. Branding area 40x130mm.

##### **5. CRICKET HAT**

Colour: Navy blue, heavy brushed cotton, metal eyelets, sturdy brim, brim size 58 to 60 cm, embroidered SOL PLAATJE traffic badge (similar to the shoulder flashes) in the middle front. Cord with side toggle.

##### **6. CRAVAT, ROYAL BLUE:**

Colour: Royal Blue. Washable.

Composition: 100% Polyester



**7. LADIES BOW TIE:**

Colour: Royal Blue. Sinatra; elastic with attachable hooks (around neck); washable.  
Composition: 100% Polyester

**8. TIE:**

Colour: Royal Blue. 146cm long; woven lining; washable.  
Composition: 100% Polyester

**9. SOCKS, PANTERA:**

Colour: Traffic blue. Half hose with reinforced heel and toe; bio guard treated.  
Composition: 80% Wool / 20% Nylon short, mohair.

Colour: Traffic blue. Long hose with reinforced heel and toe; bio guard treated.  
Composition: 80% Wool / 20% Nylon short, mohair

**10. LEATHER BELT:**

Colour: Black. 55mm width; genuine leather; two prong buckle; basket weave.  
Colour: Black. 55mm width; genuine leather; two prong buckle; plain.  
Colour: Black. 35mm width; genuine leather; one prong buckle; plain (ladies).

**11. CANVAS WEB BELT:**

Colour: Black. 60mm width; nylon webbing; adjustable; one size fits most.

**12. HIGH VISIBILITY TRAFFIC VEST:**

Colour: Day-Glo orange and day-glo yellow combo; full front zip; orange/silver reflective checker band; reflective large traffic badge on back and small traffic badge on front.

**13. ARMLETTES:**

Colour: Day-Glo lime with white reflective stripe (tape); elasticated waistband; loop at top of armlet to fasten under the epaulette.

**14. GLOVES:**

Colour: White; 100% Nylon.

**15. SHIRT, CORTINA, SHORT SLEEVE:**

Colour: Blue. Open glad neck collar; two top pockets with velcro tipped mitred flaps with mock button closure; five button front; all buttons have four holes; pen hole slit in left pocket flap. shoulder straps for epaulettes.  
Composition: 65% Polyester / 35% Cotton poplin.





#### **16. SHIRT, CORTINA, LONG SLEEVE:**

Colour: Blue. Long sleeve with button cuff; laid on front with six buttons; all buttons have four holes; fused formal collar; two top pockets with mitred corners mitred flaps with mock button closure; pen hole slit on left pocket; shoulder straps for epaulettes.

Composition: 65% Polyester / 35% Cotton poplin.

#### **17. SHIRT, PANTERA, SHORT SLEEVE:**

Colour: Blue. Glad neck collar; laid on front with five buttons; all buttons have four holes; two top pockets; pleated pockets with three-pointed velcro-tipped flaps and mock button closure; pen hole slit in left pocket flap; shoulder straps for epaulettes; permanent stitching down shirt front; darts in back; front button stand; stitched creases down sleeves; french cuff.

Composition: 65% Polyester / 35% Cotton (Medium weight).

#### **18. SHIRT, PANTERA, LONG SLEEVE:**

Colour: Blue. Long sleeve with tree-button cuff; laid on front with six buttons; all buttons have four holes; formal collar; two top pockets; pleated pockets with three-pointed velcro-tipped flaps and mock button closure; pen hole slit in left pocket flap; shoulder straps for epaulettes; permanent stitching down shirt front; darts in back; front button stand; stitched creases down sleeves.

Composition: 65% Polyester / 35% Cotton (Medium weight).

#### **19. TROUSERS, PANTERA:**

Colour: Traffic Blue. Safety stitched side seams; chain stitched side and back seems; two slanted side pockets; one hip pocket with button; fob pocket; zip fly; french bearer; woven poly/cotton pocketing; waistband with non-slip rubberized insert and reinforced edges; all stress points bar tacked; 30mm inlay at each side of centre back seam; belt loops to accommodate 50mm or 30mm belt, whichever one is ordered; machine washable.

Composition: 55% Trevira wool / 45% wool.

#### **20. COMBAT TROUSERS:**

Colour: Navy Blue. Thigh pocket on left with velcro flap; patch pocket on right front; two side pockets; one back pocket with velcro.

Composition: 65/35 Poly/cotton twill.

#### **21. SKIRT, PANTERA:**

Colour: Traffic Blue. Classic skirt; 3 panel; lined; belt loops to accommodate 50mm belt; machine washable.

Composition: 55% Polyester / 45% New wool.

#### **22. FABRIC, PANTERA:**

Colour: Traffic Blue. machine washable.

Composition: 55% Trevira wool / 45% wool.

#### **23. FABRIC, COMBAT:**

Colour: Navy Blue. machine washable.

Composition: 65/35 Polycotton twill.



#### **24. SHOES, (MEN & LADIES):**

Colour: Black. Officer's; round toe; leather upper; welted parabellum soles; cork mid layer; padded inner sole.

#### **25. LEATHER COMBAT / TACTICAL BOOTS**

Colour: Black. Combination leather and fabric; 8 pair eyelet lace-up; padded collar for comfort; needle-fibred vamp lining for excellent perspiration absorbency; shank reinforced; standard without toe cap; single density PU.

#### **26. Four (4) POCKET TUNIC LADIES AND MEN**

Poly viscose 195gms, jacket fully lined with 100% polyester lining, 2 breast pockets with mitred corners and pleats button and buttonhole with buttons, 2 large button pockets with button and buttonhole with buttons, cuffs with 2 buttons, shoulder strips (epps) with button and button hole and buttons, centre vent at back of tunic.

#### **27. JERSEY, V-NECK, PLAIN:**

Colour: Traffic Blue. Double welt cuffs and hem blind stitched to prevent flaring and curling; 1 x 1 flat knit; set in sleeves; woven material elbow patches for durability; shoulder straps to accommodate epaulettes; embroidered SOL PLAATJE traffic star badge on chest (see attached).

#### **28. JERSEY, V-NECK, SLEEVELESS PULLOVER:**

Colour: Traffic Blue. Double welt hem blind stitched to prevent flaring and curling; 1 x 1 flat knit, woven material shoulder straps to accommodate epaulettes; embroidered SOL PLAATJE traffic star badge on chest (see attached).

Composition: 100% High bulk acrylic.

#### **29. JACKET, APPROACH:**

Colour: Navy Blue. Long, padded jacket; thin, light weight and warm insulation; synovial sleeves to allow extra movement; concealed waist draw cord; separate zip front with press stud closure flap over zip; front patch bellows pockets with hand warmer compartment; large inside pocket; shoulder straps for epaulettes.

Composition: 65% Polyester / 35% Cotton poplin with liquid repellent finish.

#### **30. JACKET, CORTINA:**

Colour: Navy blue. Short, padded jacket; separate zip front with press stud closure leading to double-collar flap construction; two pockets with inverted pleats and envelope flaps; two straight side pockets; shoulder straps for epaulettes; elasticated waistband and cuffs; press studs: s-spring type – non corrosive material with black nickel finish; zip: spiral nylon.

Composition: 65% polyester / 35% cotton twill.

#### **31. JACKET, WARM WEAR**

Colour, Navy blue day-glo yellow shoulder panels, padded, line articulated, large inside pocket, double storm flaps over front zip to keep water out, fleece lined collar and buffs, elasticated cord in back hem.

#### **32. RAIN JACKET**

Colour: Navy, reflective tape, fabric breathable oxford waterproof, fixed hood, all seams sealed with seam seal tape for waterproof, front zip covered with studs, 2 bottom pockets, elasticated cuffs in sleeves, SOL PLAATJE traffic star badge on chest (see attached) and TRAFFIC printed on the back center.



### **33. MIRAGE RAIN JACKET:**

Colour: Navy Blue. Fully lined with articulated hood; large inside pocket; reflective piping for night time visibility; double storm flap over front zip; front bellows patch pockets; belt with high visibility tape; adjustable velcro cuffs

### **34. MIRAGE RAIN TROUSER:**

Colour: Navy Blue. Elasticated waistband with draw cord; gusset with zip in leg; all seams sealed with hot melt tape to ensure totally waterproof.

### **35. REFLECTIVE RAIN JACKET:**

Colour: Day-Glo lime with white reflective stripe (tape) and piping; wetton unlined rubberized jacket with hood; double storm flap over front zip; all seams sealed with hot melt tape; front bellows patch pockets with press stud flaps; adjustable velcro cuffs; reflective large traffic badge on back and small traffic badge on front.

Composition: 100% Nylon – hydrophilic breathable waterproof material.

### **36. EPAULETTES:**

- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 4 x 7 gold leaf.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 3 x 7 gold leaf; 1 x gold bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 3 x 7 gold leaf; 1 x silver bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 2 x 7 gold leaf; 2 x silver bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 1 x 7 gold leaf; 3 x silver bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 1 x 7 gold leaf; 1 x silver bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 2 x silver bar.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 1 x silver bar.
- Colour: Royal Blue. Material; length 117mm; width front 50mm; width back 62mm.
- Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm.



MBD3.1

## SOL PLAATJE LOCAL MUNICIPALITY

**CONTRACT NUMBER: COM/TR01/2022 SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM.**

### **PRICING SCHEDULE**

Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
1.	<p><b><u>SENIORS CAP:</u></b>            Colour: Traffic Blue. Officer's cap with laminated fabric on foam; leatherette sweat band; velvet comfort strip; ventilation eyelets; adjustable chin strap and buttons; CTO 9/7/3X leaf lurex embroidered rank insignia onto cloth peak.            Composition: 55% Trevira wool / 45% New wool.            Sizes:</p> <p><b><u>CAP:</u></b>            Colour: Traffic Blue. Officer's cap with laminated fabric on foam; leatherette sweat band; velvet comfort strip; ventilation eyelets; adjustable chin strap and buttons; black shiny peak.            Composition: 55% Trevira wool / 45% New wool.            Sizes:</p>	1	
2.	<p><b><u>SENIOR LADIES HATS:</u></b>            Colour: Navy Blue. Police style; felt. CTO 3x leaf lurex embroidered rank insignia onto hat.            Sizes:</p> <p><b><u>LADIES HATS:</u></b>            Colour: Navy Blue. Police style; felt.            Sizes:</p>	1	
3.	<p><b><u>BASEBALL TYPE CAP:</u></b>            Colour: Navy blue; baseball type; brush cotton; adjustable strap at the back; rubberised SOL PLAATJE TRAFFIC badge (similar to the "shoulder flashes") in the middle front.</p>	1	
4.	<p><b><u>CRICKET HAT:</u></b>            Colour: Navy blue, heavy brushed cotton, metal eyelets, sturdy brim, brim size 58 to 60cm, embroidered SOL PLAATJE traffic badge (similar to the shoulder flashes) in the middle front. Cord with a side toggle.</p>	1	



Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
5.	<b><u>BEANIE:</u></b> Colour: Navy blue, 50gsm acrylic knitted, embroidered SOL PLAATJE traffic badge (similar to the shoulder flashes) in the middle front, branding area 40x130mm.	1	
6.	<b><u>CRAVAT, ROYAL BLUE:</u></b> Colour: Royal Blue. Washable. Composition: 100% Polyester	1	
7.	<b><u>LADIES BOW TIE:</u></b> Colour: Royal Blue. Sinatra; elastic with attachable hooks (around neck); washable. Composition: 100% Polyester	1	
8.	<b><u>TIE:</u></b> Colour: Royal Blue. 146cm long; woven lining; washable. Composition: 100% Polyester	1	
9.	<b><u>SHIRT, CORTINA, SHORT SLEEVE:</u></b> Colour: Blue. Open glad neck collar; two top pockets with velcro tipped mitred flaps with mock button closure; five button front; all buttons have four holes; pen hole slit in left pocket flap. shoulder straps for epaulettes; Composition: 65% Polyester / 35% Cotton poplin. Sizes: M- XL	1	
10.	<b><u>SHIRT, PANTERA, SHORT SLEEVE:</u></b> Colour: Blue. Glad neck collar; laid on front with five buttons; all buttons have four holes; two top pockets; pleated pockets with three-pointed velcro-tipped flaps and mock button closure; pen hole slit in left pocket flap; shoulder straps for epaulettes; permanent stitching down shirt front; darts in back; front button stand; stitched creases down sleeves; french cuff. Composition: 65% Polyester / 35% Cotton (Medium weight). Sizes: S -5XL	1	
11.	<b><u>SHIRT, CORTINA, LONG SLEEVE:</u></b> Colour: Blue. Long sleeve with button cuff; laid on front with six buttons; all buttons have four holes; fused formal collar; two top pockets with mitred corners mitred flaps with mock button closure; pen hole slit on left pocket; shoulder straps for epaulettes. Composition: 65% Polyester / 35% Cotton poplin. Sizes: 30-51	1	



Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
12.	<p><b><u>SHIRT, PANTERA, LONG SLEEVE:</u></b>            Colour: Blue. Long sleeve with tree-button cuff; laid on front with six buttons; all buttons have four holes; formal collar; two top pockets; pleated pockets with three-pointed velcro-tipped flaps and mock button closure; pen hole slit in left pocket flap; shoulder straps for epaulettes; permanent stitching down shirt front; darts in back; front button stand; stitched creases down sleeves.            Composition: 65% Polyester / 35% Cotton (Medium weight).            Sizes: 30-53</p>	1	
13.	<p><b><u>TROUSERS, PANTERA:</u></b>            Colour: Traffic Blue. Safety stitched side seams; chain stitched side and back seems; two slanted side pockets; one hip pocket with button; fob pocket; zip fly; french bearer; woven poly/cotton pocketing; waistband with non-slip rubberized insert and reinforced edges; all stress points bar tacked; 30mm inlay at each side of centre back seam; belt loops to accommodate 50 or 30 mm belt; machine washable.            Composition: 55% Trevira wool / 45% wool.            Sizes: 34-51</p>	1	
14.	<p><b><u>COMBAT TROUSERS:</u></b>            Colour: Navy Blue. Thigh pocket on left with velcro flap; patch pocket on right front; two side pockets; one back pocket with velcro.            Composition: 65/35 Poly/cotton twill            Sizes: 28-60</p>	1	
15.	<p><b><u>SKIRT, PANTERA:</u></b>            Colour: Traffic Blue. Classic skirt; 3 panel; lined; belt loops to accommodate 50mm belt; machine washable.            Composition: 55% Polyester / 45% New wool.            Sizes: 28-60</p>	1	
16.	<p><b><u>SOCKS, PANTERA:</u></b>            Colour: Traffic blue. Half hose with reinforced heel and toe; bio guard treated.            Composition: 80% Wool / 20% Nylon short, mohair.</p>	1	

Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
	<p>Colour: Traffic blue. Long hose with reinforced heel and toe; bio guard treated.</p> <p>Composition: 80% Wool / 20% Nylon short, mohair</p>		
17.	<p><b><u>SHOES:</u></b></p> <p>Colour: Black. Officer's; round toe; leather upper; welted parabellum soles; cork mid layer; padded inner sole.</p> <p>Sizes: 4-11</p> <p>Colour: Black. Officer's; square toe; leather upper; welted parabellum soles; cork mid layer; padded inner sole.</p> <p>Sizes: 4 -11</p>	1	
18.	<p><b><u>LEATHER COMBAT / TACTICAL BOOTS :</u></b></p> <p>Colour: Black. Combination leather and fabric; 8 pair eyelet lace-up; padded collar for comfort; needle-fibred vamp lining for excellent perspiration absorbency; shank reinforced; standard without toe cap; single density PU.</p> <p>Sizes: 3-12</p>	1	
19.	<p><b><u>LEATHER BELT:</u></b></p> <p>Colour: Black. 55mm width; genuine leather; two prong buckle; plain.</p> <p>Sizes: 28-60</p>	1	
20.	<p><b><u>LEATHER BELT:</u></b></p> <p>Colour: Black. 55mm width; genuine leather; two prong buckle; basket weave.</p> <p>Sizes: 28-60</p>	1	
21.	<p><b><u>CANVAS WEB BELT:</u></b></p> <p>Colour: Black. 60mm width; nylon webbing; adjustable; one size fits most.</p>	1	
22.	<p><b><u>JERSEY, V-NECK, PLAIN:</u></b></p> <p>Colour: Traffic Blue. Double welt cuffs and hem blind stitched to prevent flaring and curling; 1 x 1 flat knit; set in sleeves; woven material elbow patches for durability; shoulder straps to accommodate epaulettes; embroidered SOL PLAATJE traffic star badge on chest (see attached).</p> <p>Composition: 100% High bulk acrylic.</p> <p>Sizes: S-5XL</p>	1	
23.	<p><b><u>JERSEY, V-NECK, SLEEVELESS PULLOVER:</u></b></p> <p>Colour: Traffic Blue. Double welt hem blind stitched to prevent flaring and curling; 1 x 1 flat knit, woven material shoulder straps to accommodate</p>	1	





Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
	epaulettes; embroidered SOL PLAATJE traffic star badge on chest (see attached). Composition: 100% High bulk acrylic. Sizes: S-5XL		
24.	<b><u>JACKET, APPROACH:</u></b> Colour: Navy Blue. Long, padded jacket; thin, light weight and warm insulation; synovial sleeves to allow extra movement; concealed waist draw cord; separate zip front with press stud closure flap over zip; front patch bellows pockets with hand warmer compartment; large inside pocket; shoulder straps for epaulettes. Composition: 65% Polyester / 35% Cotton poplin with liquid repellent finish. Sizes: S-5XL	1	
25.	<b><u>JACKET, CORTINA:</u></b> Colour: Navy blue. Short, padded jacket; separate zip front with press stud closure leading to double-collar flap construction; two pockets with inverted pleats and envelope flaps; two straight side pockets; shoulder straps for epaulettes; elasticated waistband and cuffs; press studs: s-spring type – non corrosive material with black nickel finish; zip: spiral nylon. Composition: 65% polyester / 35% cotton twill. Sizes: S-5XL	1	
26.	<b><u>WARM WEAR</u></b> Colour: Navy blue day-glo yellow shoulder panels, line articulated, large inside pocket, double storm flaps over front zip to keep water out, fleece lined collar and buffs, elasticated cord in back hem. Sizes: S-5XL	1	
27.	<b><u>MIRAGE RAIN JACKET:</u></b> Colour: Navy Blue. Fully lined with articulated hood; large inside pocket; reflective piping for night time visibility; double storm flap over front zip; front bellows patch pockets; belt with high visibility tape; adjustable velcro cuffs. Sizes: S-5XL	1	
28.	<b><u>MIRAGE RAIN TROUSER:</u></b> Colour: Navy Blue. Elasticated waistband with draw cord; gusset with zip in leg; all seams sealed with hot melt tape to ensure totally waterproof. Sizes: S-5XL	1	





Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
29.	<b><u>RAINWEAR</u></b> Colour: Navy, reflective tape, fabric breathable oxford waterproof, fixed hood, all seams sealed with seam seal tape for waterproof, front zip covered with studs, 2 bottom pockets, elasticated cuffs in sleeves, SOL PLAATJE traffic star badge on chest (see attached) and TRAFFIC printed on the back center. Sizes: S-5XL	1	
30.	<b><u>REFLECTIVE RAIN JACKET:</u></b> Colour: Day-Glo lime with white reflective stripe (tape) and piping; wetton unlined rubberized jacket with hood; double storm flap over front zip; all seams sealed with hot melt tape; front bellows patch pockets with press stud flaps; adjustable velcro cuffs; reflective large traffic badge on back and small traffic badge on front. Composition: 100% Nylon – hydrophilic breathable waterproof material. Sizes: S-5XL	1	
31.	<b><u>HIGH VISIBILITY TRAFFIC VEST:</u></b> Colour: Day-Glo orange and day-glo yellow combo; full front zip; orange/silver reflective checkerband; reflective large traffic badge on back and small traffic badge on front. Sizes: S-5XL	1	
32.	<b><u>GLOVES:</u></b> Colour: White; 100% Nylon. Sizes: S M L XL	1	
33.	<b><u>FABRIC, PANTERA:</u></b> Colour: Traffic Blue. machine washable. Composition: 55% Trevira wool / 45% wool. (Price per meter)	1	
34.	<b><u>FABRIC, COMBAT:</u></b> Colour: navy blue, machine washable. Composition: 65/35 Poly/cotton twill. (Price per meter)	1	
35.	<b><u>4 POCKET TUNIC LADIES &amp; MEN'S</u></b> Colour: Traffic Blue, poly viscose 195gms, jacket fully lines with 100% polyester lining, 2 breast pockets with mitred corners and pleats button and buttonhole with buttons, 2 large bottom pockets with button and buttonhole with buttons, cuffs with 2	1	



Details and Specifications		Quantity	Price per each. Inclusive of Vat & Delivery
	buttons, shoulder straps (epps) with button and buttonhole with buttons, centre vent at back of tunic. Sizes: 34-51		
36.	<p><b><u>EPAULETTES:</u></b></p> <ul style="list-style-type: none"> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 4 x 7 gold leaf.</li> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 3 x 7 gold leaf; 1 x gold bar.</li> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 3 x 7 gold leaf; 1 x silver bar.</li> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 2 x 7 gold leaf; 2 x silver bar.</li> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 1 x 7 gold leaf; 3 x silver bar.</li> <li>➤ Colour: Royal Blue. Rubberised; length 117mm; width front 50mm; width back 62mm; 1 x 7 gold leaf; 1 x silver bar.</li> <li>➤ Colour: Royal Blue. Material; length 117mm; width front 50mm; width back 62mm.</li> </ul>	1	
<b>NETT TOTAL AMOUNT</b>			R

- **NB: LOCAL CONTENT IS APPLICABLE – 100% TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR (Please attached MBD6.2 and Local content Annexure)**
- **THE BIDDER IS REQUIRED TO PROVIDE SAMPLES WITH THE TENDER DOCUMENT FOR THE FOLLOWING ITEMS (CAP, BEANIE, CRICKET HAT, SHORT & LONG CORTINA, SHORT & LONG PANTERA, TROUSER, SKIRT & LEATHER TACTICAL BOOTS & JERSEY, WARM WEAR & RAIN WEAR).**
- **THE BIDDER MUST COLLECT THE SAMPLE AFTER 30 DAYS OF THE CLOSING OF THE TENDER**

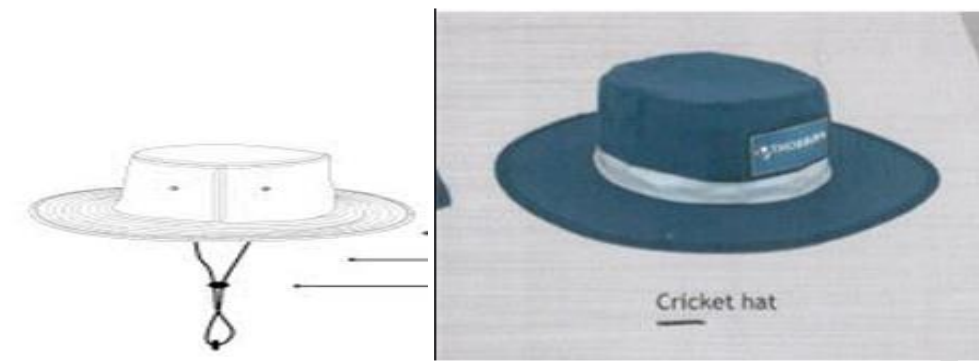
THE PICTURES/IMAGES FOR ALL ITEMS ARE PROVIDED BELOW:













## **MBD 3.2**

### **SOL PLAATJE LOCAL MUNICIPALITY**

**CONTRACT REF NO: COM/TR01/2022 SUPPLY AND DELIVERY OF TRAFFIC OFFICER UNIFORM**

**METHOD OF PRICING AND PRICE ADJUSTMENTS**

**THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED**

**PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.**

**SELECT NUMBER 1 OR NUMBER 2**

1. ☐ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

**N.B.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT**

2. ☐ Prices not firm for the duration of this contract and price variations are applicable

**If prices are not firm and number 2 was selected, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm.** Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

**N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.**

- A. ☐ **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item "A<sub>i</sub>" by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:



$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		





2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

- C.** ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_ Name Print \_\_\_\_\_

2. \_\_\_\_\_ Name Print \_\_\_\_\_

DATE \_\_\_\_\_

**N.B: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**



## **AMENDMENTS AND ALTERATIONS: ANNEXURE A**

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER \_\_\_\_\_

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

### **ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Municipality / Municipal Entity: \_\_\_\_\_

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

### **ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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



**MBD 4**

## **DECLARATION OF INTEREST**

**BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.**

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

3.1 Full Name of bidder or his or her representative: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>) \_\_\_\_\_

3.4 Company Registration Number: \_\_\_\_\_

3.5 Tax Reference Number: \_\_\_\_\_

3.6 VAT Registration Number: \_\_\_\_\_

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

3.8 Are you presently in the service of the State? (Employed by the State)? 

YES	NO
-----	----

3.8.1 If yes, furnish particulars \_\_\_\_\_

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

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

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



MBD 4

3.9 Have you been in the service of the State (employed by the State) for the past twelve months?

YES	NO
-----	----

3.9.1 If yes, furnish particulars

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3.10 Do you have any relationship (family, friend, other) with persons in the service of the State (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
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3.10.1 If yes, furnish particulars.

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3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by the State) who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

3.11.1 If yes, furnish particulars

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3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?

YES	NO
-----	----

3.12.1 If yes, furnish particulars.

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3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)

YES	NO
-----	----

3.13.1 If yes, furnish particulars

---

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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 **as per/reflect on CSD:**

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

Full Name	Identity Number	State Employee Number

## DECLARATION

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
(Print) Name of bidder

**THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER**

**BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY**

**PREFERENCE POINT SYSTEM****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017****PURCHASES**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the..... preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for



the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



#### 4. POINTS AWARDED FOR PRICE

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

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating or a Verification Agency accredited by SANAS.

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

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

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

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

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.





## 6. BID DECLARATION

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

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

## 8. SUB-CONTRACTING

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

(*Tick applicable box*)

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted. \_\_\_\_\_ %
- ii) The name of the sub-contractor \_\_\_\_\_
- iii) The B-BBEE status level of the sub-contractor \_\_\_\_\_
- iv) Whether the sub-contractor is an EME.

(*Tick applicable box*)

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

## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]



**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** \_\_\_\_\_

**Registered Account Number:** \_\_\_\_\_

**Stand Number:** \_\_\_\_\_

**9.8** Total number of years the company/firm has been in business: \_\_\_\_\_

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

- 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

**N.B: THE MBD 6.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES.**

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

NAME: (PRINT) \_\_\_\_\_

DULY AUTHORISED TO SIGN ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_



ATTACHED CERTIFIED COPY OF B-BBEE CERTIFICATE HERE

SOL PLAATJE MUNICIPALITY



## MBD 6.1.1

What are the other firms' principal business activities? \_\_\_\_\_

Describe all property agreements relating to facilities shared:

\_\_\_\_\_

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(F) Did the firm exist under a previous name? (✓ tick one box)

Yes

☐

No

☐

If yes, what was its previous name and who were the owners/ partners/directors?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(H) Is this a joint venture contract? (✓ tick one box)

Yes

☐

No

☐

If yes, describe the joint venture (with what firm and value of work)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## MBD 6.1.1

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that:

- (i) the information furnished is true and correct;
- (ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
- (iii) the signatory to the bid document is duly authorised thereto;
- (iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
- (v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

**N.B: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

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

NAME: (PRINT) \_\_\_\_\_

DULY AUTHORISED TO SIGN ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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



1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods  
attached annexure below

Stipulated minimum threshold **100% please see**



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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)





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

### **LOCAL CONTENT DECLARATION**

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

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

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

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as ..... of

.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;



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

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

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

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

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

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

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

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

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

## Annex C

(C1)  
(C2)  
(C3)  
(C4)  
(C5)  
(C6)  
(C7)

Tender No.  
Tender description:  
Designated product(s)  
Tender Authority:  
Tendering Entity name:  
Tender Exchange Rate:  
Specified local content %

Pula  EU  GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
									(C20) Total tender value		
									(C21) Total Exempt imported content		
									(C22) Total Tender value net of exempt imported content		
									(C23) Total imported content		
									(C24) Total local content		
									(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:





SATS 1286.2011

## Annex D

(D1)  
(D2)  
(D3)  
(D4)  
(D5)  
(D6)

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

### A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

### B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

### C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

### D. Other foreign currency payments

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

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

Signature of tenderer from Annex B

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

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



SATS 1286.2011

## Annex E

--

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

**Note:** VAT to be excluded from all calculations

	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)		( Tenderer's manpower cost)	
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)		(Marketing, insurance, financing, interest etc.)	
		(E13) Total local content	

Signature of tenderer from Annex B

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



## **national treasury**

Department  
National Treasury  
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001

Enquiries: Jeyrel Soobramanian Tel: (012) 315 5336 Fax: (012) 315 5343  
E-mail: jeyrel.soobramanian@treasury.gov.za

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND  
CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL  
ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

### **INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR THE TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR**

#### **1. PURPOSE**

- 1.1 The purpose of this instruction note is to regulate the environment within which accounting officers (AOs) and accounting authorities (AAs) may procure Textiles, Clothing, Leather and Footwear which have been designated as a sector for local production and content.

#### **2. BACKGROUND**

- 2.1 The Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 which came into effect on 7 December 2011 make provision for the dti to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 9(1) of the Regulations prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 To this end, the dti has designated and determined the stipulated minimum threshold for the Textiles, Clothing, Leather and Footwear sector for local production and content.

#### **3. SECTOR DESIGNATION**

- 3.1 The stipulated minimum threshold percentages for local production and content for the Textiles, Clothing, Leather and Footwear sector is 100%.





3.2. The Designation constitutes sub-sectors from the following (Standardised Industry Classifications) SIC Codes:

SIC CODE	DESCRIPTION
31111	Preparatory activities in respect of animal fibres, including washing, combing and carding of wool.
31112	Prep activities for vegetable fibres
31113	Spin, weave and finishing of yarns and fabrics of wool
31114	Spin, weave and finishing of yarns and fabrics of vegetable fibres
31120	Finishing of textiles.
31210	Manufacture of made-up textiles articles, except apparel.
31211	Manufacture of blankets etc
31212	Manufacture of tents, tarpaulins, etc
31213	Manufacture of automotive textile goods
31214	Manufacture of made-up textiles articles and fibres except apparel.
31219	Manufacture of other textile articles
31220	Manufacture of carpets, rugs and mats.
31230	Manufacture of cordage, rope, twine and netting.
31231	Curtaining excluding where the core business of an enterprise is upholstery or furniture.
31290	Manufacture of other textiles.
31291	Manufacture of textiles, clothing, leather goods and other textiles.
31292	Fashion clothing, textiles and footwear manufacture and design.
31300	Manufacture of knitted and crocheted fabrics and articles.
31301	Garment & hosiery knitting mills
31309	Other knitting mills
31400	Manufacture of wearing apparel, except fur apparel.
31401	Manufacture of men's & boys' clothing
31402	Manufacture of women's & girls' clothing
31403	Bespoke tailoring
31404	Manufacture of hats etc
31500	Dressing and dyeing of fur; manufacture of artificial fur, fur apparel and other art.
31610	Tanning and dressing of leather.
31620	Manufacture of luggage, handbags and the like, saddlery and harness.
31621	Manufacture of travel goods





31629	Manufacture of other leather goods
31700	Manufacture of footwear.
31701	Manufacture of footwear from material other than leather.

#### 4. INVITATION OF BIDS FOR THE TEXTILE, CLOTHING, LEATHER AND FOOTWEAR SECTOR

4.1 Bids in respect of Textiles, Clothing, Leather and Footwear must contain a specific bidding condition that:

- only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.
- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the dti should there be a need to import such raw material or input; and
- A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the Clothing, Textile, Footwear and Leather Unit within the dti at telephone 012 394 3717/1390.

4.2 AOs/AAs must stipulate in bid invitations that:

- (i) the exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid.
- (ii) only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = (1 - x/y) * 100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.



- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- (a) the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the **Annex C (Local Content Declaration: Summary Schedule)** must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
  - (b) the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.
- 4.7 **Benchmark / market related prices**
- 4.7.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the Textiles, Clothing, Leather and Footwear, being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 4.7.2 For this purpose, AOs/AAs may approach the dti to assist, where possible, with benchmark prices for the Textiles, Clothing, Leather and Footwear that have been designated for local production and content. The dti will be in a position to provide price references for the different products that have been designated for local production and content.
- 4.8 Bid specifications for the sectors, sub-sectors or products referred to in paragraph 3 above and the price benchmarking referred to in paragraph 4.7 above must be done in collaboration with the dti. **Contact information in this regard is provided in paragraph 8 below.**
5. **EVALUATION OF BIDS FOR TEXTILES, CLOTHING, LEATHER AND FOOTWEAR**
- 5.1 A two stage evaluation process may be followed to evaluate the bids received.
- 5.1.1 **First stage: Evaluation in terms of the stipulated minimum threshold for local production and content**
- 5.1.1.1 Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- 5.1.1.2 The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Declaration C must be used.



5.1.1.3 The amendment of the stipulated minimum threshold for local production and content is not allowed.

5.1.1.4 AOs / AAs must ensure that the Declaration Certificate for Local Content (SBD / MBD 6.2) and the Annex C (Local Content Declaration: Summary Schedule) referred to in paragraphs 4.6 (a) and (b) are submitted as part of the bid documentation.

5.1.1.5 The dti has the right to, as and when necessary, request for auditors certificates confirming the authenticity of the declarations made in respect of local content.

5.1.1.6 AOs / AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD / MBD 6.2)

#### **5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems**

5.1.2.1 Only bids that achieve the minimum stipulated threshold for local production and content may be evaluated further. The evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations, 2011.

5.1.2.2 AOs/AAs must ensure that contracts for Textiles, Clothing, Leather and Footwear are awarded at prices that are market related taking into account, among others, benchmark prices, value for money and economies of scale.

5.1.2.3 Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice any other bidders.

### **6. EVALUATION OF BIDS BASED ON FUNCTIONALITY**

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in regulation 4 of the Preferential Procurement Regulations, 2011 and paragraphs 6 and 11 of the Implementation Guide must be followed.

### **7. POST AWARD AND REPORTING REQUIREMENTS**

7.1. Once bids are awarded, the dti must be:

- (i) notified of all the successful bidders and the value of the contracts; and
- (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders.

7.2 The purpose of the requirements of paragraph 7.1 above is for the dti to among others conduct compliance audits with a view to monitor the implementation of the industrial development strategies.

7.3 Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

7.4. Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in





order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

## **8. CONTACT INFORMATION**

### **8.1 Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti in respect of paragraph 7.1 above must be directed as follows:**

The Department of Trade and Industry  
Private Bag X84  
Pretoria  
0001

For Attention:

Mr Tebogo Makube  
Chief Director: Industrial Procurement  
Tel: (012) 394 3927  
Fax: (012) 394 4927  
EMAIL: [TMakube@thedti.gov.za](mailto:TMakube@thedti.gov.za)

## **9. APPLICABILITY**

- 9.1 This instruction note applies to all national and provincial departments, constitutional institutions, public entities listed in schedules 2 and 3 to the PFMA and municipalities and municipal entities to which the MFMA apply.

## **10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE**

- 10.1 Heads of provincial treasuries are requested to bring the contents of this instruction note to the attention of accounting officers and supply chain management officials of their respective provincial departments.
- 10.2 Accounting officers of national and provincial departments are requested to bring the contents of this instruction note to the attention of accounting authorities and the supply chain management officials of Schedule 3A and 3C public entities reporting to their respective executive authorities.
- 10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this instruction note to the attention of the supply chain management officials of their municipalities and municipal entities.
- 10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this instruction note to the attention of the supply chain management officials of their public entities.

## **11. NOTIFICATION TO THE AUDITOR-GENERAL**

- 11.1 A copy of this Instruction Note will be forwarded to the Auditor-General for notification.



## MBD 8

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

**Penalty:** -

***Upon detecting any false claim or statement hereunder will result in the bidder's de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.***

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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



**MBD 8**

## **CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_

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

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

**N.B: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Bidder

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

NAME (PRINT) \_\_\_\_\_

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

### **WITNESSES**

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids 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). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

**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 Ref Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.





8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

**N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

_____	_____
Signature	Date
_____	_____
Position	Name of Bidder (print)

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_



# SOL PLAATJE LOCAL MUNICIPALITY

## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with Sol Plaatje Municipality.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.



## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty / Guarantee
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



# General Conditions of Contract

## 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 10H00, as per Post Office official time.
  - 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 **"Day"** means calendar day.
  - 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
  - 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
  - 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14 **"GCC"** means the General Conditions of Contract.
  - 1.15 **"Good standing"** means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.
  - 1.16 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.17 **"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 supplies covered by the bid will be manufactured.

- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“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.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

## **4. Standards**

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

## **5. Use of Contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

## **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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.



- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- 15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the 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 in SCC.
- 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 in SCC.

## **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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

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

## **20. Subcontracts**

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





## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works 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.

## **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, Sol Plaatje Municipality 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 favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier.

## **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 in SCC.

### **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 Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



ATTACH ALL ANNEXURES HERE

SOL PLAAATJE MUNICIPALITY