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UMZIMVUBU
LOCAL MUNICIPALITY

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TERMS OF REFERENCE FOR SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM

UMZIMVUBU LOCAL MUNICIPALITY



BID NO: UMZ/2022-23/C&CS/PS/003

SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM

NAME OF BIDDER : _____

CONTACT PERSON : _____

CONTACT NUMBER : _____

BID PRICING : _____

ADVERT DATE: 28 November 2022

**SUPPLY & DELIVER OF LAW ENFORCEMENT UNIFORM FOR A PERIOD OF 3 YEARS
BID NO: UMZ/2022-23/C&CS/PS/003**

Umzimvubu Local Municipality hereby invite the Service Providers for procurement of the above-mentioned project.

MANDATORY DOCUMENTS TO BE SUBMITTED AND FAILURE TO DO SO WILL LEAD TO BIDS BEING DEEMED TO BE NON-RESPONSIVE.

Umzimvubu Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification pin, certified copy of company Registration/Founding Statement/CIPC Document. Certified BBBEE or original sworn affidavits, exempt certificate and a combined BBBEE for a joint venture (non-elimination item). JV Agreement for Joint venture. 80/20 evaluation criteria. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. Compulsory submission MBD forms 4, 6.2, 8 and 9 and Billing Clearance certificate or Statement of Municipal Accounts. Tender documents will be sold at a non-refundable fee of **R451.00** and available for free of charge on E-tender portal or municipal website www.umzimvubu.gov.za. No faxed, e-mailed, and late tenders will be accepted. Certification of documents must be within a period of 90 days. Bidders must be registered on CSD and provide confirmation of registration. There will be no compulsory briefing session. Umzimvubu Local Municipality reserves the right not to appoint and value for money will be the key determinant of appointment. All tenders must be deposited in the tender box situated at new Umzimvubu Local Municipality Offices at Dabula Street, Sophia Park, Kwa-Bhaca. Eastern Cape. 5090 (30°54'30.8"S 28°58'53.4"E) reception area not later than 12h00 noon on **14 December 2022**, where they will be opened in public. All tenders must be clearly marked "Name of the project indicated above. The municipality will not make any award to a person or persons working for the state.

Pre-Qualification:

All bids will be subjected to a pre-qualification and will be required to achieve a minimum of 60 points for functionality in order to be evaluated further.

CRITERIA	Maximum Points to be scored
Methodology	50
Company Experience	50
Total	100

All technical enquiries may be directed to Mr. BJ Ntlamba 039 255 8500/30 and SCM Mr. T. Mbukushe 039 255 8555.

Other enquiries regarding this Bid may be directed to the office of the Municipal Manager: Mr. GPT Nota

**GPT NOTA
MUNICIPAL MANAGER**

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (UMZIMVUBU LOCAL MUNICIPALITY)					
BID NUMBER:	BID NO: UMZ/2022-23/C&CS/PS/003	CLOSING DATE:	14 December 2022	CLOSING TIME:	12H00 NOON
DESCRIPTION	SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

Bid documents may be deposited in the tender box situated at new Umzimvubu Local Municipality Offices at Dabula Street, Sophia Park, Kwa-Bhaca. Eastern Cape. 5090 (30°54'30.8"S 28°58'53.4"E) reception area.

The Reception Area				
Umzimvubu Local Municipality, New Offices				
Dabula Street, Sophia Park				
Mount Frere				
5090				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Budget and Treasury-SCM		CONTACT PERSON	Mr B.J.. Ntlamba	
CONTACT PERSON	Mr T Mbukushe		TELEPHONE NUMBER	039 255 8500/30	
TELEPHONE NUMBER	039 255 8555		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Ntlamba.Bongile@Umzimvubu.gov.za	
E-MAIL ADDRESS	Mbukushe.Themba@Umzimvubu.gov.za				

PART B MBD 1
TERMS AND CONDITIONS FOR BIDDING

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

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PART 1 - Conditions of Bid

1. GENERAL REQUIREMENTS

- 1.1 The Council wishes to request a bid for the **“SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM”**
- 1.2 The bidder is required to furnish full details requested on the bid forms. All prices shall be inclusive of Value Added Tax.
- 1.3 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

2. CONTACT PERSON FOR TECHNICAL QUERIES

Name : Mr. B.J. Ntlamba
Telephone : 039 255 8500/30
Email : Ntlamba.Bongile@Umzimbubu.gov.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements detailed information and everything else supplied with this request for the bid remains the property of the Umzimbubu Local Municipality and may be recalled if deemed necessary.

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of the Umzimbubu LM to purchase services, products or equipment from any vendor submitting a bid.

3.3 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested.

Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.

Should additional information be required by Umzimbubu LM, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed.

TERMS OF REFERENCE

UMZIMVUBU SEEKS THE SERVICES OF A SERVICE PROVIDER FOR THE SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM.

1. INTRODUCTION OF THE PROJECT

Clothing has a powerful impact on how people are perceived, and this has a powerful impact on how people perceived, and this goes for Law Enforcement Officers as well. Most people identify a Law Enforcement Officer by the official Law Enforcement Officer Uniform. When citizens on a busy street are in need of help, they scan the crowds of pedestrians looking for the distinctive uniform of a Law Enforcement Officer. Drivers who come to an intersection occupied by a person in Law Enforcement officer uniform usually they submit to that person's hand directions. Criminals usually curb their unlawful behaviour when they spot a uniformed law enforcement officer in the area.

What is so special about a uniform that is often made of cheap polyester and is usually hot and uncomfortable to wear? The crisp uniform of the law enforcement officer conveys power and authority. When a law enforcement officer puts on his or her uniform the officer is perceived in a very different way by the public. He or she is viewed as embodying each person's stereotypes about all law enforcement officers. The uniform of a law enforcement officer has been found to have a profound psychological impact on those who view it. The uniform of a law enforcement officer conveys the power and authority of the person wearing it. The law enforcement officer uniform should be considered an important tool for every patrol officer. So the uniform of a law enforcement officer should look good and presentable at all times. It is compulsory that it should be made of high quality material. Substandard material not accepted for law enforcement uniform.

Umzimvubu Local Municipality Citizen and community services has prepared this document to set out the terms of reference as required by the municipality to ensure appropriate understanding of the plant management value chain. This document also seeks to ensure common understanding between the municipality and the service provider. The Service Provider will accept the appointment, subject to the terms and conditions as set out in these terms of reference and the submitted proposal

2. SCOPE OF WORK

Service providers are hereby invited for supply & delivery of uniform for law enforcement personnel of Umzimvubu Local Municipality.

Goods may only be supplied to Council on receipt of an official order issued by Council during the period of contract.

Prompt delivery is important and bidders must indicate on the Schedule of Price, the period of within which delivery can be effected after receipt of official orders.

Realistic Delivery period will be taken in consideration when the contract is adjudicated.

All goods and material delivered to the Council must comply with the specific **SABS** approved standards for this industry.

Samples delivered will serve as the standard for all deliveries for the entire contract period, any deviations must be agreed in writing with the Project Manager.

TERMS OF REFERENCE – LAW ENFORCEMENT

SPECIFICATIONS AND PRICING SCHEDULE

COMBAT TROUSER

Colour: - Fawn with navy thin stripe on the sides

Material: 50/50 Poly Cotton

Style: Draw cord in trouser bottoms.

Zip fly. 5 x 70mm x 25 mm Stitched down belt loops.

Two standard side pockets.

One jet hip pocket with concealed button.

One pleated field dressing pocket - right groin - Velcro closing.

Two map pockets - knife pleat at back - flaps with two concealed buttons.

COMBAT SHORT SLEEVE SHIRTS

Colour: - Navy

Material: 50% polyester/50% Cotton

Style: - Short Sleeve with dummy cuffs, magnum style dress front placket fully cured for permanent press, short sleeves, Raised collar, fuse-banded dress collar and cuffs to stay straight and smooth, box-pleated breast pockets with Velcro flaps with decorative button,

- Glad / Open Neck
- Two patch Breast Pockets with flaps to button.
- Epaulettes on shoulders
- Provision for pen holder left pocket
- Sizes: small to 4X-Large

COMBAT LONG SLEEVE SHIRTS

Colour: - Navy

Material: 50% polyester/50% Cotton

Style: - Single long Sleeve, magnum style dress front placket fully cured for permanent press, , Raised collar, fuse-banded dress collar and cuffs to stay straight and smooth, box-pleated breast

pockets with Velcro flaps with decorative button,

- Glad / Open Neck
- Two patch Breast Pockets with flaps to button.
- Epaulettes on shoulders
- Provision for pen holder left pocket
- Sizes: small to 4X-Large

STEPOUT SHIRTS. (SHORT SLEEVE)

Colour: Cream white

Style: Short sleeve with dummy cuffs

- Fabric: 65% polyester/ 35% cotton
- Style: short sleeved with shoulder straps, dual purpose collar with non fused collar interlining (suitable for wearing with or without tie), pockets with blunted corners and straight pocket flaps with blunted corners secured by Velcro stitched top and bottom and accurately lined up, buttons on pockets, pen hole slit in left breast pocket flap which must be bar tacked.
- Glad/open neck
- Two patch breast pockets with flaps to button
- Others to be for wearing with ties others without ties
- Sizes: small to 4X Large

STEPOUT SHIRTS. (LONG SLEEVE)

Colour: Cream white

Style: Short sleeve with dummy cuffs

- Fabric: 65% polyester/ 35% cotton mix
- Style: Long sleeved with shoulder straps, semi-stiff collar attached to swelled edges, finished length of points 65mm ,dual purpose collar with non-fused collar interlining (suitable for wearing with or without tie), pockets with blunted corners and straight pocket flaps with blunted corners secured by Velcro stitched top and bottom and accurately lined up, buttons on pockets, pen hole slit in left breast pocket flap which must be bar tacked.
- Glad/open neck
- Two patch breast pockets with flaps to button
- Others to be for wearing with ties others without ties
- Sizes: small to 4X Large

JACKETS

BUNNY JACKET Quality. 65% Polyester 35% Cotton.

Colour: - Navy

Style: Quilted body and sleeves.

Zip front with storm flap.

Two breast pockets with flaps.

Two slant hand warmer side pockets. Elasticated waistband and cuffs

Shoulder straps for epaulettes

Provision for pen holder left pocket

FORMAL STEP OUT JACKET - MEN

Colour: Navy

- 55/45 Trevira wool 3 ply
- Single breast 4 button jacket with collar lapels. twill lining, two pleated pockets on chest with closed flaps fastened by smaller type gold law enforcement button, two inner pockets on each side. Durable, wrinkle resistant and Teflon treated for stain resistance and water repellence
- Gold buttons fasteners
- Sizes: 34 to 50

FORMAL STEP OUT JACKET - LADIES

Colour: Navy

- 55/45 Trevira wool 3 ply
- Female cut, Single breast 4 button jacket with collar lapels. Twill lining, two inner pockets on each side. Durable, wrinkle resistant and Teflon treated for stain resistance and water repellence, two pleated pockets on chest with closed flaps fastened by smaller type
- Gold buttons fasteners
- Sizes: 34 to 50

RAIN COAT

Fabric: Breathable heavy duty 100% waterproof rain coat suit (navy blue) highly visible jacket

Two Jacket side pockets to be provided

Reflective stripes to be provided

Hood fold into collar

Velcro adjustable cuffs

Elasticized waistband with draw cord

No inside leg seam which eliminates cross over seams in crotch

Unlined large gusset with zip in legs to allow easy access over boots

Sizes: S-XXXL

REFLECTIVE VEST

High visibility.

Colours: Lime & Orange.

Material: Made up of full fabric and netting panels

Wording at the back: ULM Law Enforcement.

Smaller version in front Wording details to be finalized with the project manager

Reflective stripes: -

- Double reflective stripe around waist.
- Two stripes down either side of back.
- Reflective back panel & breast
- Zip – off sleeve

- Sizes S – 4XL

REFLECTIVE JACKET

Fabric – Breathable and 100% waterproof

- Warm, waterproof jacket with reflective strips around chest
- Thermasoft – thin, light weight and warm insulation
- Lined articulated hood moves with the weaver's head for improved safety
- Large inside pocket accommodates detachable hood
- Day-glo yellow shoulder panels for day-time visibility
- Side reflective arrows for night visibility
- Double storm flaps over front zip to keep water out
- Seams sealed with hot melt tape to keep water out
- Front bellows patch pockets press stud flaps
- Fleece lined collar and cuffs for comfort and adjusting required
- **Colours:** Bronze and navy
- **Sizes:** small to 4X-Large

CAPS

Step out (Fawn)

NB: step out caps with leaves embroidery and wrapped with blue cloth.

Fabric composition: 55/45 wool – plain weave

In accordance with SABS
985/1979 Type 33 Pantera design
cap – shiny peak – bronze oak
leaf
band

4 leaves, 3 leaves, 2 leaves embroidered on covered peak and plain caps.
Brown chin strap.
Cemented foam top
Sweat band
Shiny or covered peak
Fully lined with polyester lining
Colour: Fawn

Golf caps

4 leaves, 3 leaves, 2 leaves embroidered on covered peak and plain caps.

Fabric: composition: 65% polyester 35% cotton – non-fading

Velcro adjustable.
Re-inforced/stiffening front for badge.
Colours: Navy
Curved peak
One size fits all

- ii) With embroidered Law Enforcement Badge.
- iii) With embroidered Law Enforcement Badge and embroidered peak.

Ladies hat

Fabric: 100% wool felt

Shape: SAPS style

Edge: welted or bound as per client request

Headband: polyester or supplied band as per client request

Sweatband: polyester or supplied band as per client request

Sizes: S, M, L, XL, XXL with size label

METAL CAP BADGES

Law Enforcement Badge With nut & bolt attachment

GLOVES – WHITE

- Fabric – 100% Cotton
- Size: small to 3X –Large
- Colour: White

JERSEYS.

100% High bulk acrylic (Fully washable)

a) Flat knit

Medium weight 10 Gauge

"V" Neck

Long sleeved. Ribbed cuff and waistband, Epaulettes and re-inforced elbow patches

Law Enforcement Badge and name embroidered (badge on the left and name on the right)

Sizes: small to 4X Large

b) Pull Over-type Medium

weight

c) Navy "V" neck. Law Enforcement Badge and name embroidered (badge on the left and name on the right)

Sizes: small to 4X-Large

BORDER PATROL BELTS

Colour: Dark brown.

Style: Double genuine leather

With Silver roller buckle

Basket weave finish. **Sizes:** 28 – 58

WEBBING BELTS

Web belts Velcro adjustable.

Complete belt and buckle with law enforcement badge.

SAFETY BOOTS

BLACK STEEL TOE CAP BOOTS.

CLASSIC SAFETY BOOTS

Type classification: **SB** (Safety Boot)

Impact protection provided is 200 Joules

Compression / crushing protection provided is 15,000 Newton's

- Full-Grain Oil Leather Uppers
 - Breathable Cambrelle® Lining
 - Comfortable Poliyou® Air Insole
 - Durable Goodyear Welt Construction
 - Oil-Resistant Rubber Lug Outsole
 - Dual Lacing System
 - Sizes 5-11
 - Additional Protection:
- Outsole resistance to hot contact:** 300°C

BOOTS

Action Leather/900 Denier Nylon Upper, moisture wicking lining, composite shank, contoured removable sock liner, compression molded midsole, charged heel air cell, aggressive slip resistant carbon rubber outsole.

Contoured Removable Sock liner.

Compression Molded EVA Midsole.

Aggressive Slip-Resistant Carbon Rubber Outsole. Carbon fibre toe cap.

Sizes: 6 to 11

DARK BROWN JORDAN/PARABELLUM SHOES

Polished Leather uppers Lace up.

Jordan/Parabellum Sole.

S.A.B.S. mark bearing.

Dark brown lace up

Genuine leather uppers

Stitched through welted sole

Inner soles – soft comfort sock

Parabellum/Jordan sole

Sizes: 5 – 11

JUMP SUIT (Law Enforcement)

Navy with reflective bands (65% Polyester, 35% Cotton)

Sizes: Small to 3X Large. Special sizes shall be made to fit for individuals personnel, where standard sizes will not fit

NAVY TWO PIECE OVERALL

Navy (65% Polyester, 35% Cotton)

Sizes: Small to 3X Large. Special sizes shall be made to fit for individuals personnel, where standard sizes will not fit

SOCKS LONG

Yarn composition: 70% Wool 30% Nylon

- Chemically treated to protect from odour creating bacteria
- Half-hose with reinforced heel and toe
- Standard size
- Colour: Fawn
- Shrink free

SHORT SOCKS

- **Yarn composition:** 37% Mohair, 37% wool, 25 nylon, 1% lycra
- Super absorbent mohair absorbs 30% of its weight without feeling damp
- Chemically treated to protect from odour creating bacteria
- Standard size
- Colour: Fawn
- Shrink free

- a) Standard weight – Heavy gauge. Bio – guard “Barette” 70% wool.
- b) Standard weight – Medium gauge. Bio-guard “Bazooka” 70% cotton.
- c) Uniform 70% wool. “Opti fresh”.

SHOULDER FLASHES –LAW ENFORCEMENT

- Fabric -100% Polyester
- Size 85 x 125 mm shield shape with point at bottom, 60 mm slit at top, lead weight
- **Colour:** Royal blue

NAME BADGES

Initials and surname to be written on the badge

ROYAL BLUE TIES (MALES)

Royal blue ties with law enforcement LOGO/BADGE.

100% polyester

Fully washable

Crease resistant

142 cm long, 8 cm wide at widest point

Colour: Royal blue

BOW –WOMEN

Navy blue bow tie for women

Fabric: Cotton/polyester mix

OFFICERS STEP OUT TROUSERS

(55% Trevira 45% Wool)

Colour: Fawn.

One hip pocket to button

Zip fly

Formal cut, reinforced inside pockets, seven belt loop to accommodate 50mm law enforcement leather belt, tow side pockets with buttoned back pocket

Two slanted side pockets, military crease down front and back

Straight cut hemmed

Radford (55% Trevira

45% wool)

Sizes: 28 -46.

Navy thin stripes on the sides

LADIES SKIRTS

Fabric: 55/45 Trevira wool

ply

- Separate waistband with button and buttonhole closure
- Six belt loops to accommodate 50mm belt
- Skirts to sit below knee
- Navy corded braid down each outer side
- Lined, back zip with button closure
- Kick pleat
- Flat front classic style, zip fly, 55 mm belt loops
- Colour: Fawn
- Sizes: 28 - 46

EPAULETTES LAW ENFORCEMENT

- Fabric -100% Polyester new mettallette Epps
- Size: 155 mm long– Tapered 50mm to 65 mm
- Colour: Royal blue

HANDCUFF POUCH -BLACK

Fabric: Leather

Colour: black

Basket weave design, fits onto belt, press stud closure

HANDCUFF POUCH –DARK BROWN

Fabric: Leather

Colour: dark brown

Basket weave design, fits onto belt, press stud closure

T- SHIRTS PLAIN

200g Cotton

Colour: Navy

- Full athletic cut with extra-long body length, shirt always stays tucked in
- Provision for print lettering at the back up to 25 letters Crew neck
- Non fading
- Sizes: Small to 3X-Large.

200g Cotton

Colour: White

- Full athletic cut with extra-long body length, shirt always stays tucked in
- Provision for print lettering at the back up to 25 letters Crew neck
- Non fading
- Sizes: Small to 3X-Large.

MEN GOLF SHIRTS WITH EMBROIDERY BADGE AND NAME (NAVY)

Quality durable 50/50 polyester cotton

Colour: Navy with contrast

3 Button front

Knitted collar, 3 buttons reinforced placket with top stitching and coordinated fabric on collar seam

Double needle finish on sleeves & hem

Open cuffs

Weight +/- 190g

With embroidered law enforcement badge on left breast.

Law enforcement colour branding back (details to be provided by the department)

Provision for print lettering at the back up to 25 letters

LADIES GOLF SHIRTS WITH EMBROIDERY BADGE AND NAME (NAVY)

Fabric: Durable quality durable 180g 65/35 poly cotton blend fabric

Colour: Navy with contrast

3 Button front

Knitted collar, 3 buttons reinforced placket with top stitching and coordinated fabric on collar seam

Flattering style for ladies. Two ridge collar, 3 buttons reinforced placket with top stitching and coordinated fabric tape on collar seam, double finish on sleeves & hem

Double needle finish on sleeves & hem

Open cuffs

With embroidered law enforcement badge on left breast.

Law enforcement colour branding back (details to be provided by the department)

Provision for print lettering at the back up to 25 letters

Sizes: Small to 3X-Large

Bulletproof

Navy with safety plates not exceeding 1.5 KG in weight

Plates able to resist high calibre assault rifle bullet

1. TERMS OF REFERENCE AND PRICING SCHEDULE

No.	Description	Estimated quantity per year	Unit Price inclusive of VAT
1.	Description: Black Magnum Classic Combat Boots	98	
2.	Description: Dark brown step-out shoes	50	
3.	Description: Fawn combat socks	392 pairs	
4.	Description: Fawn step-out socks	200 pairs	
5.	Description: Fawn step-out cap	34	
6.	Description: Navy bunny hat with badge	98	
7.	Description: Navy golf shirt	100	
8.	Description: White t-shirt	100	
9.	Description: Navy t-shirt	196	
10.	Description: Navy short sleeve shirt	294	
11.	Description: Navy long sleeve shirt	196	
12.	Description: Cream white long sleeve shirt	100	
13.	Description: Cream white short sleeve shirt	150	
14.	Description: Navy bunny jacket	49	
15.	Description: Navy v-neck jersey	49	
16.	Description: Navy pullover v-neck jersey	49	
17.	Description: Webley black belt with badge	49	
18.	Description: Dark brown double leather belt	25	
19.	Description: Fawn step-out trousers with navy stripe on the side	100	
20.	Description: Fawn combat trousers with navy stripe on the side	196	
21.	Description: Fawn step-out skirts with navy stripes on outer sides	36	
22.	Description: Lime and Orange Reflective jackets	98	
23.	Description: Stockings – Mexican silver	144 pairs	
24.	Description: Navy overall (quality material)	50	
25.	Description : Black safety boots (cat)	8	
26.	Description: White gloves	100 pairs	
27.	Description: Navy blue 2 piece rain suit	50	
28.	Description : Flashes	200 pairs	
29.	Description: Epaulettes (shoulder)	200 pairs	
30.	Description: Epaulettes (collar)	32 pairs	
31.	Description: Metal step-out cap badge, ULM logo, Nut & bolt attachment	25	
32.	Description: Navy two piece overall	12	
33.	Description: Fawn female step out hat	16	
34.	Description: Navy Baseball cap	98	
35.	Description: Navy blue bulletproof vests with safety plates able to resist high calibre assault rifle bullet	5	
36.	Description: Navy full overall	49	
37.	Description: Female bow ties	8	

38.	Description: Ties - male	17	
39.	Description: Epaulettes	100 pairs	
40.	Description: Handcuff pouches - black	25	
41	Description: Handcuff pouches – Dark brown	25	
42	Description: Law Enforcement Badge with name tag	120	

TERMS OF REFERENCE – POUND

SPECIFICATIONS AND PRICING SCHEDULE

POUND UNIFORM

COMBAT TROUSER

Colour: - Plain khaki (with no navy stripe on the sides)

Material: 50/50 Poly Cotton

Style: Draw cord in trouser bottoms.

Zip fly. 5 x 70mm x 25 mm Stitched down belt loops.

Two standard side pockets.

One jet hip pocket with concealed button.

One pleated field dressing pocket - right groin - Velcro closing.

Two map pockets - knife pleat at back - flaps with two concealed buttons.

COMBAT SHORT SLEEVE SHIRTS **Colour:** - Powder blue

Material: 50% polyester/50% Cotton

Style: - Short Sleeve with dummy cuffs, magnum style dress front placket fully cured for permanent press, short sleeves, Raised collar, fuse-banded dress collar and cuffs to stay straight and smooth, box-pleated breast pockets with Velcro flaps with decorative button,

- Glad / Open Neck
- Two patch Breast Pockets with flaps to button.
- Epaulettes on shoulders
- Provision for pen holder left pocket
- Sizes: small to 4X-Large

COMBAT LONG SLEEVE SHIRTS

Colour: - Powder blue

Material: 50% polyester/50% Cotton

Style: - Single long Sleeve, magnum style dress front placket fully cured for permanent press, , Raised collar, fuse-banded dress collar and cuffs to stay straight and smooth, box-pleated breast pockets with Velcro flaps with decorative button,

- Glad / Open Neck
- Two patch Breast Pockets with flaps to button.
- Epaulettes on shoulders
- Provision for pen holder left pocket
- Sizes: small to 4X-Large

JACKETS

BUNNY JACKET Quality. 65% Polyester 35% Cotton.

Colour: - Powder blue

Style: Quilted body and sleeves.
Zip front with storm flap.
Two breast pockets with flaps.
Two slant hand warmer side pockets. Elasticated waistband and cuffs
Shoulder straps for epaulettes
Provision for pen holder left pocket

RAINCOAT

Fabric: Breathable heavy duty 100% waterproof raincoat suit (powder blue) highly visible jacket

Two Jacket side pockets to be provided
Reflective stripes to be provided
Hood fold into collar
Velcro adjustable cuffs
Elasticized waistband with draw cord
No inside leg seam which eliminates cross over seams in crotch
Unlined large gusset with zip in legs to allow easy access over boots
To be written Ranger or by-law enforcement officer

SIZES: S-XXXL

REFLECTIVE VEST

High visibility.

Colours: Lime & Orange.

Material: Made up of full fabric and netting panels

Wording at the back: Pound Ranger or By-law enforcement officer.

Smaller version in front Wording details to be finalized with the project manager

Reflective stripes: -

- Double reflective stripe around waist.
- Two stripes down either side of back.
- Reflective back panel & breast
- Zip – off sleeve
- Sizes S – 4XL

CAPS

Golf caps

Plain cap with badge embroidery)

Fabric: composition: 65% polyester 35% cotton – non fading

Velcro adjustable.

Re-inforced/stiffening front for badge.

Colours: Powder blue

Curved peak

One size fits all

With embroidery Pound ranger or By-law enforcement officer

JERSEYS.

100% High bulk acrylic (Fully washable)

Flat knit

Medium weight 10 Gauge

"V" Neck

Long sleeved. Ribbed cuff and waistband, Epaulettes and re-inforced elbow patches

Law Enforcement Badge and name embroidered (badge on the left and name on the right)

Sizes: small to 4 X Large

Pull Over-type Medium weight

Powder blue "V" neck. Law Enforcement Badge and name embroidered (badge on the left and name on the right)

Sizes: small to 4X-Large

WEBBING BELTS

Web belts Velcro adjustable.

Complete belt and buckle with law enforcement badge.

BOOTS

Action Leather/900 Denier Nylon Upper, moisture wickling lining, composite shank, contoured removable sock liner, compression molded midsole, charged heel air cell, aggressive slip resistant carbon rubber outsole .

Contoured Removable Sock liner.

Compression Molded EVA Midsole.

Aggressive Slip-Resistant Carbon Rubber Outsole. Carbon fibre toe cap.

Sizes: 6 to 11

JUMP SUIT (embroidered at the back – powder blue)

Powder blue (65% Polyester, 35% Cotton)

Sizes: Small to 3X Large. Special sizes shall be made to fit for individuals personnel, where standard sizes will not fit

SOCKS LONG

Yarn composition: 70% Wool 30% Nylon

- Chemically treated to protect from odour creating bacteria
- Half-hose with reinforced heel and toe
- Standard size
- Colour: Fawn
- Shrink free

NAME BADGES

Initials and surname to be written on the badge

HANDCUFF POUCH -BLACK

Fabric: Leather

Colour: black

Basket weave design, fits onto belt, press stud closure

HANDCUFF POUCH – BLACK

Fabric: Leather

Colour: dark brown

Basket weave design, fits onto belt, press stud closure

T- SHIRTS PLAIN

200g Cotton

Colour: Powder blue

- Full athletic cut with extra-long body length, shirt always stays tucked in
- Provision for print lettering at the back up to 25 letters Crew neck
- Non fading
- Sizes: Small to 3X-Large.

MEN GOLF SHIRTS WITH EMBROIDERY BADGE AND NAME (POWDER BLUE)

Quality durable 50/50 polyester cotton

Colour: Navy with contrast

3 Button front

Knitted collar, 3 buttons reinforced placket with top stitching and coordinated fabric on collar seam

Double needle finish on sleeves & hem

Open cuffs

Weight +/- 190g

With embroidered law enforcement badge on left breast.

Law enforcement colour branding back (details to be provided by the department)

Provision for print lettering at the back up to 25 letters

LADIES GOLF SHIRTS WITH EMBROIDERY BADGE AND NAME (POWDER BLUE)

Fabric: Durable quality durable 180g 65/35 poly cotton blend fabric

Colour: Navy with contrast

3 Button front

Knitted collar, 3 buttons reinforced placket with top stitching and coordinated fabric on collar seam

Flattering style for ladies. Two ridge collar, 3 buttons reinforced placket with top stitching and coordinated fabric tape on collar seam, double finish on sleeves & hem

Double needle finish on sleeves & hem

Open cuffs

With embroidered law enforcement badge on left breast.

Law enforcement colour branding back (details to be provided by the department)

Provision for print lettering at the back up to 25 letters

Sizes: Small to 3X-Large.

2. TERMS OF REFERENCE AND PRICING SCHEDULE (POUND)

No.	Description	Estimated quantity per year	Unit Price inclusive of VAT
1.	Description: Black Magnum Classic Combat Boots	30	
3.	Description: Fawn combat socks	60 pairs	
6.	Description: Powder blue bunny hat with badge	30	
7.	Description: Powder blue golf shirt	60	
9.	Description: Powder blue t-shirt	60	
10.	Description: Powder blue short sleeve shirt	60	
11.	Description: Powder blue long sleeve shirt	60	
14.	Description: Powder blue bunny jacket	30	
15.	Description: Powder blue v-neck jersey	30	
16.	Description: Powder pullover v-neck jersey	30	
17.	Description: Webley black belt with badge	30	
20.	Description: Plain khaki combat trousers with no navy stripe on the side	60	
22.	Description: Lime and Orange Reflective jackets	30	
24.	Description: Powder blue jump suit	30	
27.	Description: Powder blue 2 piece rain suit	30	
34.	Description: Powder blue Baseball cap	60	
40.	Description: Handcuff pouches - black	30	

CRITERIA FOR EVALUATION OF PROPOSALS

The functionality evaluation points for this bid are allocated as follows:
Functionality will be evaluated separately from price and preference points

EVALUATION CRITERIA

The evaluation of this Bid will be conducted in the following two (2) stages:

1. Functionality Criteria

- (a) Tenders will be pre-evaluated on the criteria as set out below. Bidders that score less than 60 out of 100 points for this criterion will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) The Municipality reserves the right to request any documentation required to perform a meaningful functionality pre-evaluation. Bidders must therefore ensure that only relevant information is submitted. Please note that all feedback requested is time barred and SCM Evaluation team will not award any points for late submission and/or lack of response.

- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

ITEM	QUALIFYING CRITERIA	POINTS	WEIGHTS
Methodology	How the project will be implemented? Time frames must be clearly indicated.		
	1.Garn Chart with specific dates and time of delivering within 10 weeks	50	50
	2.Garn Chart with specific dates and time of delivering within 16 weeks	30	
Company Experience	5 or more projects in Supplying of Protective Personal Equipment. Service provider to submit appointment letter and Reference/Happy letter to score points	50	50
	3-4 projects in Supplying of Protective Personal Equipment. Service provider to submit appointment letter and Reference/Happy letter to score points	30	
	1-2 projects in Supplying of Protective Personal Equipment. Service provider to submit appointment letter/Purchase Order and Reference/Happy letter to score points	20	
		100%	

2. Preference points systems

Only those qualifying Bids will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price (VAT inclusive) and the 20 for points awarded for B-BBEEE status level of contribution as follows:

Points awarded for B-BBEE Status Level of Contribution

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

NB: In order to claim for these points, Bidders are required to submit an original and valid B-BBEEE Status level Verification Certificates or certified copies thereof together with their Bids to substantiate their B-BBEEE rating claims.

: AGREEMENTS AND CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No. UMZ/2022-23/C&CS/PS/003:

SERVICE PROVIDERS ARE HEREBY INVITED FOR SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM

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

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

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....

.....

.....

R..... (in figures)

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

Signature: *(of person authorised to sign the tender):*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:

.....

Telephone number: Email Address:

Witness:

Signature:

Name: *(in capitals):*

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data, including the Schedule of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2015 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer *(organisation)*

Address:

.....

Witness: Signature: **Name:**

Date:

NOW THEREFORE the parties agree as follows:

1. The SERVICE PROVIDER undertakes to acquaint the appropriate officials and employees of the SERVICE PROVIDER with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The SERVICE PROVIDER undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the SERVICE PROVIDER, his officials and employees. The SERVICE PROVIDER shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The SERVICE PROVIDER hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the SERVICE PROVIDER expressly absolves the EMPLOYER from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The SERVICE PROVIDER agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the SERVICE PROVIDER has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the SERVICE PROVIDER, or to take such steps the EMPLOYER may deem necessary to remedy the default of the SERVICE PROVIDER at the cost of the SERVICE PROVIDER.
5. The SERVICE PROVIDER shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at..... for and on behalf of the SERVICE PROVIDER

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the EMPLOYER on this

the day of20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Part 3 – SCHEDULE A
Bid Form and Important Conditions

- 1 I/We hereby Bid to supply all of the supplies and/or to render all or any of the services described in the attached documents to the Umzimvubu Local Municipality on the items and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

- 2 I/We agree that:
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Bid Adjudication Committee during the validity period indicated and calculated from the closing time of the Bid;
 - (b) this Bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of contract and Preference Certificate with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our Bid within the period for which I/we have agreed that the Bid should remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Umzimvubu LM may without prejudice to its other rights, agree to the withdrawal of my/or Bid or cancel the contract that may have been entered into between me/us and the Umzimvubu LM and I/we will then pay to the Umzimvubu LM any additional expense incurred either to accept any less favourable Bid or fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bid and by the subsequent acceptance of any less favourable Bid, the Umzimvubu LM shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other Bid or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other Bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Umzimvubu LM may sustain by reason of my/our default;
 - (d) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose Domicilium citandi et executandi in the Republic (full address).

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

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

- 5 I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
- 6 I/We declare that I/we have participation / no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or Bid (s) involved.
-
-
-
- 7 Are you duly authorized to sign the Bid? **YES / NO**
- 8 Has the Declaration of Interest been duly completed and included with the other Bid forms? **YES / NO**

****Delete whichever is not applicable***

SIGNATURE (S) OF BIDER OR ASSIGNEE(S)
DATE:.....

Please complete the following in block letters

Capacity and particulars of the authority under which this Bid is signed
Name of Bidder
Postal Address
Telephone number(s)
Facsimile number(s)
Bid Number
Name of contact person

SEE NEXT IMPORTANT CONDITIONS

IMPORTANT CONDITIONS

1. Failure on the part of the Bidder to sign this Bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the Bid.
2. Bids should be submitted on the official forms and should not be qualified by the Bidder's own conditions of Bid. Failures to comply with these requirements or to renounce specifically the Bidders own conditions of Bid, when called upon to do so may invalidate the Bid.
3. If any of the conditions on this Bid form are in conflict with any special conditions, stipulations or provisions incorporated in the Bid, such special conditions, stipulations or provisions shall apply.
4. This Bid is subject to the Bid Adjudication Committee regulations made in terms of section 9 (1) of the Provincial Bid Board Act, 1994 (Act No. 2 of 1994), and the General Conditions and Procedures and subsequent amendments thereto and re-issues thereof.
5. Copies of the regulations and conditions are obtainable from Umzimvubu Local Municipality Office of the Manager SCM, Budget and Treasury Office,

MISCELLANEOUS REQUIREMENTS

1. The Bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
2. The forms attached, shall be completed and submitted with the Bid.
3. Where items are specified in detail, the specifications form an integral part of the Bid document and Bids shall indicate in the space provided whether the items offered are to specification or not
4. With the exception of basic prices, where required, all prices shall be quoted in South African currency.

PART 4 – SCHEDULE B - Preference Points Claim Form

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

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 **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this Bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 PRICE	80
----------------------	-----------

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
--	-----------

Total points for Price and B-BBEE must not exceed	100
--	------------

1.4 Failure on the part of a Bidders to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (Certified Copy or Original) from a Verification Agency accredited by the South African Accreditation System (SANAS or sworn affidavit by a Commissioner of Oaths, together with the Bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive Bid processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a Bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the SERVICE PROVIDER and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the Bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a Bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of Bid invitations, and includes all applicable taxes and excise duties;
- 2.15 ***“sub-contract” means the primary SERVICE PROVIDER’s assigning, leasing, making out work to, or employing, another person to support such primary SERVICE PROVIDER in the execution of part of a project in terms of the contract;***
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more Bids have scored equal total points, the successful Bidder 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 PREFERENCE POINT SYSTEMS

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

80/20

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

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 following table:

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	7	14
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate (Original or Certified copy) issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a sworn affidavit by a Commissioner of Oaths.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a sworn affidavit by a commissioner of oaths 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- SERVICE PROVIDER 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. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of firm :

7.2 VAT registration number :

7.3 Company registration number :

7.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

7.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

.....

7.9 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 SERVICE PROVIDER may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the Bid 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 SERVICE PROVIDER, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE OF BIDDER (S)

DATE :

ADDRESS:

.....

.....

8 DECLARATION WITH REGARD TO EQUITY

8.1 Name of firm :

8.2 VAT registration number :

8.3 Company registration number

8.4 TYPE OF FIRM

- ☐ Partnership
- ☐ One person business/sole trader
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION (Tick applicable box)

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

8.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

8.9 Current Contract and Obligations

Description	Value (R)	Start date	Duration	Expected Completion date

8.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 8, the SERVICE PROVIDER may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1.

2.

DATE

ADDRESS:

.....

.....

.....

PART 5 – SCHEDULE C - PRICING SCHEDULE
FIRM PRICES (PURCHASES) (MBD 3.1)

Name of Bidder:	Bid Number: UMZ/2022-23/C&CS/PS/003
Closing Time: 12:00 (NOON)	Closing Date: 14 December 2022

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. PRICING

Total tender price including VAT:

Escalation percent Year 2:

Escalation percent Year 3:

.....
.....
.....

I, the undersigned, do hereby declare that the above is a properly priced schedule forming part of this contract document upon which my/our tender for Bid No. **UMZ/2022-23/C&CS/PS/003: *Supply & Delivery of Law Enforcement Uniform*** has been based.

SIGNED ON BEHALF OF THE TENDERER:

Part 6 – SCHEDULE D - Particulars of Business

PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR

Business Name: _____

Trading Name: _____

SIRA Reg. No.: _____

CK 1. No.: _____

CK 2. No.: _____

VAT Reg. No: _____

UIF No.: _____

Workman's Compensation No. : _____

Directorship

Name	Identity No.	Gender	% Ownership

Company's Fixed telephone Line : _____

Company's Fixed Fax Line : _____

Mobile phone : _____

Street Addresses of the registered offices

Head Office: _____

E-Mail : _____

Branches

1 _____

2 _____

3 _____

4 _____

Postal Address of the Head Office

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 7 - SCHEDULE E - Declaration of Interest (MBD4)

1. No Bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Bid. In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.**
 - 3.1. Full Name of Bidder or his or her representative:
 - 3.2. Identity Number:
 - 3.3. Position occupied in the Company (director, trustee, shareholder²):
 - 3.4. Company Registration Number:
 - 3.5. Tax Reference Number:
 - 3.6. VAT Registration Number:
 - 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8. Are you presently in the service of the state? **YES / NO**
 - 3.8.1. If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

- 3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with

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

3.10.1 If yes, furnish particulars.....

3.11 Are you, aware of any relationship (family, friend, other) between
any other Bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this Bid?

YES / NO

3.11.1 If yes, furnish particulars

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

YES / NO

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or
stakeholders
in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are Bid for this contract.

YES / NO

3.14.1 If yes, furnish particulars.....

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

Full Name	Identity Number	State Employee Number

CERTIFICATION OF CORRECTNESS

I, THE UNDERSIGNED (NAME)

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

Signature.....

Date.....

.....

Position

.....

Name of Bidder

SCHEDULE G - Details of Bidder's nearest Office

1. Physical address of Bidder:

2. Telephone No of nearest office: _____

3. Time period for which such office has been used by Bidder: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SCHEDULE H - Financial Particulars

This schedule must be completed by the Bidder and submitted together with the Bid. If this requirement is not complied with in full the Bid may be considered invalid

Nature of Service: _____

Name of Bidder: _____

	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the Bid amount as indicated in the completed Pricing Schedule <u>(SCHEDULE K)</u> I / we attach a letter from the financial Institution confirming the availability of financial resources or a letter confirming that I / we have applied for financial assistance and the financial Institution is willing to favorably consider our application. I / we hereby give the Umzimvubu Local Municipality permission to contact the financial institution stated below to verify the information given above.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

SCHEDULE I - Letter of Consent

The Municipal Manager
Umzimvubu Local Municipality,- New Offices
Dabula Street, Sophia Park
Mount Frere
5090

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material Umzimvubu LM and directly relevant to the consideration of our Bid. I /we Umzimvubu LM grant my/our consent to such source to provide confidential information.
2. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Umzimvubu LM, would affect the consideration of my/our Bid in any way.
3. The Umzimvubu LM wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Umzimvubu LM responsible for not considering my/our Bid.

Signature: **Date:**

Witness: **Signature:**

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make 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. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left[\frac{x}{y} \right] \times 100$$

Where

x imported content

y bid price 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, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations 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, 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 for this bid is/are as follows:

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

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

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 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(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.

(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, 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 Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SCHEDULE J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

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

4.1.1	If so, furnish particulars:		
4.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.7.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE K

CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bid Document (MBD) must form part of all Bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Bid (or Bid rigging).² Collusive Bid is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the Bid of any Bidder if that Bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the Bid process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the Bid:

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

2 Bid rigging (or collusive Bid) 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 Bid 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:

UMZ/2022-23/C&CS/PS/003: SERVICE PROVIDERS ARE HEREBY INVITED FOR SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM

in response to the invitation for the Bid made by:

UMZIMVUBU LOCAL MUNICIPALITY

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

I certify, on behalf of:that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying Bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying Bid has been authorized by the Bidder to determine the terms of, and to sign, the Bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a Bid in response to this Bid invitation;
 - (b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder
6. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive Bid.
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) Bid with the intention not to win the Bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Bid invitation relates.

9. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE M - Form of Bid and Declaration

**BID NO: UMZ/2022-23/C&CS/PS/003 HEREBY SERVICE PROVIDERS ARE INVITED
FOR SUPPLY & DELIVERY OF LAW ENFORCEMENT UNIFORM**

DECLARATION:

To: *The Municipal Manager*

**Umzimvubu Local Municipality, New Offices
Dabula Street, Sophia Park
Mount Frere
5090**

Sir/Madam,

I/We, the undersigned:

- a) Bid to supply and delivery to the Umzimvubu Local Municipality all of the services described both in this and the other forms and schedules to this Bid.*
- b) Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this Bid document, regarding delivery and execution.*
- c) Further agree to be bound by the conditions, set out in Bid document, should this Bid be accepted.*
- d) Confirm that this Bid may only be accepted by the **Umzimvubu Local Municipality** by way of a duly authorized Letter of Acceptance.*
- e) Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.*
- f) Declare that, each page of the Bid document and amendments thereto will be initialled by the relevant authorized person in order for the document to constitute a proper contract between the **Umzimvubu Local Municipality** and the undersigned, on acceptance of the Bid by the **Umzimvubu Local Municipality**.*

Signed at on this day of20....

Signature of Bidder.....:

Name of Bidder:

Domicilium address:

.....
.....
.....
.....

As witnesses:

1. Signature.....Name in Full.....

I.D. No.....

2. Signature.....Name in full.....

I.D. No.....

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the Bid.

PLEASE NOTE:

- *Each page of the Bid document and schedules thereto must be initialled by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Bidder.*
- *On acceptance of the Bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.*

SCHEDULE N - General Conditions of Contract

TABLE OF CLAUSES

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the to, acts of the purchaser in its sovereign capacity, wars or evolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is.
- 1.16 "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 his subSERVICE PROVIDERS) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Bid will be manufactured.
- 1.17 "Local content" means that portion of the Bid price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in Bid documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa** 5 supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the Bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the Bid 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 **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa** 6 extends only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the Performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the Bid 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. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7**

8. Inspections, tests and analyses

- 8.1 All pre-Bid testing will be for the account of the Bidder.
- 8.2 If it is a Bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Bidder or SERVICE PROVIDER's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the Bid documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa** weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa** 9 (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve

the supplier of any warranty obligations under the contract; and; (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 10**
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Bid, with the exception of any price adjustments authorized or in the purchaser's request for Bid validity extension, as the case may be.
- 17.2 All prices must include VAT, supply, and delivery (as specified in the bid document) at Umzimvubu Local Municipality.
- 17.3 All prices must be stated in South African currency (ZAR)
- 17.4 The duration period for this contract will be for a period of Three (3) years (36 months).

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the SERVICE PROVIDER may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the SERVICE PROVIDER may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its sub-SERVICE PROVIDER(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall

promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 11**

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and

up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa**

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa**

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in

contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa**

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

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid SARS must have certified that the tax matters of the preferred Bidder are in order.

32.4 No contract shall be concluded with any Bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a SERVICE PROVIDER(s) was / were involved in collusive Bid.
- 35.2 If a Bidder(s) or SERVICE PROVIDER(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a Bidder(s) or SERVICE PROVIDER(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the Bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or SERVICE PROVIDER(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or SERVICE PROVIDER(s) concerned.

SCHEDULE O- Bid Check List

Umzimvubu Local Municipality Individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid

ITEM	DESCRIPTION OF DOCUMENT	CHECK (Tick)	
		YES	NO
1.	All pages of the bid document have been read and initialled by the bidder		
2.	All pages requiring information have been completed in black ink		
3.	The Pricing Schedule has been checked for arithmetic correctness		
4.	All sections requiring information have been completed		
5.	Valid tax clearance (with SARS PIN printout)		
6.	Municipal billing clearance certificate (with the list of Municipal Accounts)		
7.	Company registration / CK document (certified copy)		
8.	B-BBEEE certified (original or certified)		
9.	Certified ID Copies (not more than 3 months old)		
10.	Signed bank rating letter		
11.	Proof of membership with professional body		
12.	Letters from previous clients		
13.	Certified proof of qualifications and comprehensive CV's		

KINDLY NOTE THAT FAILURE TO SUBMIT THE REQUIRED DOCUMENTATION WITH THE PROPOSAL WILL RESULT IN YOUR PROPOSAL BEING REJECTED WITHOUT FURTHER CONSIDERATION.