



TENDER DOCUMENT

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

TENDER NO: GTLM/CS03/2023/2024

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS

NAME OF COMPANY: _____

Trading as _____

CSD NUMBER: _____

TENDER PRICE (VAT INCLUSIVE) R_____

ADDRESS: _____

NB: Tenders must be properly received and deposited in the tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned tender box, please inquire at the public counter opposite the tender box for assistance.

Do not dismember this Tender document (do not take it apart) and all other documents of the submission must be attached to the pages provided for in this tender document.
Tender Deposit Receipt No: (Attach documentary proof)

CLOSING TIME: 12H00

TENDER BOX: SITUATED IN THE FOYER (MUNICIPAL ADMINISTRATION OFFICES)

CLOSING DATE: 18 AUGUST 2023

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SECTION 1

**APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

BID NOTICE

INVITATION TO BID

APPOINTMENT OF SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR

A PERIOD OF 24 MONTHS
BID NO: GTLM/CS03/2023/2024

Bids are hereby invited for the Appointment of a Service Provider for the SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS as and when needed for GREATER TAUONG LOCAL MUNICIPALITY.

Invalid or non-submission of the following documents will lead to immediate disqualification of the tender:

Bids documents with detailed bid specifications and detailed information are obtainable at the Finance Department office hours 08h00 to 15h00 of the GREATER TAUONG LOCAL MUNICIPALITY, Station Street Taung from **17 JULY 2023**. A non-refundable cash deposit fee of **R500.00** is required on collection of the bid.

Sealed Bids clearly marked "GTLM/CS03/2023/2024: APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS" must be placed in the tender box situated at the offices of the GREATER TAUONG LOCAL MUNICIPALITY, Station Street, Taung on or before 12h00 on **18 AUGUST 2023**

The GREATER TAUONG LOCAL MUNICIPALITY does not bind itself to accept the lowest or any bid and the Municipality reserves the right to accept the whole or part of any bid and further reserves the right to appoint or not to appoint if it so wishes to.

Bids will be adjudicated according to the GREATER TAUONG LOCAL MUNICIPALITY's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2005) and the Preferential Procurement Regulations, 2011, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The tender will be evaluated on the 80/20 Preference Points system as prescribed by the Preferential Procurement Regulations, 2011

NB: BIDS WHICH ARE LATE, INCOMPLETE, UNSIGNED, COMPLETED BY PENCIL, SENT BY TELEGRAPH, FASCIMILE, ELECTRONICALLY (FAX), OR E-MAIL AND WITHOUT THE COMPULSORY REQUIREMENTS SHALL BE DISQUALIFIED.

Enquiries should be addressed to MR G MAJOVA at Tel: 053 994 9466 or email to: majovag@gtlm.gov.za and Supply Chain queries to Ms. Neo Dibelane at Tel. 053 994 1000 or by e-mail to: dibelanen@gtlm.gov.za

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BID DISQUALIFYING CRITERIA LIST
APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only ink must be used to complete the bid document.
3. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"**

4. **No authority for signatory submitted (printed on bidder's letter head) – See example, where it is stated that a duly signed and dated original copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted. (Directors who have 100% shares in the company and are the one signing the documents please see the example for one person business and do you resolution as such.**
5. The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

6. The bid has been submitted after the relevant closing date and time.
7. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
8. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

- (a) who is in the service of the state, or;
- (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
- (c) Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

9. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector

BIDDER SIGNATURE

10. Bid offers will be rejected if the bidder has abused the GREATER TAUNG LOCAL MUNICIPALITY'S Supply Chain Management System.
11. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
12. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.
13. An updated record of payment of rates and taxes (three months) and services to the relevant Municipality must be attached. Failure to do so will invalidate the tender submitted. In case were a bidder is leasing a property, lease agreement and signed or letter from the landlord or landlady should be attached. Bidders that are residing in Traditional lands must attach an updated letter from the Tribal Authority falling within the bid period.
14. A valid Tax Compliance Certificate(s) with pin must be attached
15. A copy of Company Registration Certificate(s) must be attached
16. LOCAL CONTENT: CABLES 90%
17. Certified ID copies of all directors (Not older than three months)
18. Rates and taxes of all directors and business (Not older than three months):
- (Statement of municipal account, lease agreement with SAPS affidavit (Clearly Stating if the director or company is renting) or proof of res for traditional council with SAPS affidavit (SAPS Affidavit should clearly state that the bidder does not pay rates and taxes as they are staying on tribal land)
19. BBBEE- All means of verification should be attached for points to be allocated
20. Price quoted must be firm (for the duration of the contract) and inclusive of VAT (if applicable)
21. All MBD forms MUST be completed and signed
22. Smart card ID copies should be certified on both sides
23. Registration summary must be attached as a proof that the bidder is registered with Central Suppliers Database (CSD)
24. A firm delivery period must be indicated
25. Copies from certified copies are not allowed.
26. When documents certification is done by the commissioner of oath, ensure that the date of certification is indicated
27. All certified copies should not be older than 3 months.
28. A person in the service of state shall NOT be considered
29. This bid will be evaluated in terms of the 80/20 preference point system as prescribed by PPPFA regulations implemented on the April 2017,
- Where 80/20 is below the transaction value up to R 50 000 000 &
 - Where 90/10 is above the transaction value of R 50 000 000
 - N.B FAILURE TO ADHERE TO THE ABOVE-MENTIONED CONDITIONS WILL AUTOMATICALLY DISQUALIFY YOUR BID

**APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

AUTHORISED SIGNATORY

By resolution of the board of Directors on20....., Mr. / Ms has been duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:.....

WITNESSES: 1.

2.

An example is shown below:

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

A. COMPANIES

Status of concern submitting tender (delete which ever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSE CORPORATION/ JOINT VENTURE

CERTIFICATE OF AUTHORITY FOR SIGNATORY

B. PARTNERSHIP

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

Full name of partner	Residential address	Signature
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.....		
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.....		
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.....		
-------	-------	-------

We, the undersigned partners in the business trading as,.....

Hereby authorize to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid / or contract on our behalf.

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....	
Signature	date

D. CLOSE CORPORATION

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the200.....at
.....Mr. / Mswhose signature appear below, has been
duly authorized to sign all documents in connection with BID NO.

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS / HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

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Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORIZED	Lead partner
		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	

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SECTION 2

**LIST OF RETURNABLE DOCUMENTS
AND CHECKLIST
APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

**LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM
PART OF THE BID DOCUMENT.**

1. Form MBD 1 : Invitation to bid

2. Form MBD 3.1: Price schedule – Firm prices

3. Form MBD 4 : Declaration of Interest

4. Form MBD 6.1: Preference points claimed form

5. Form MBD 6.2: Local Contents

6. Form MBD 7.1 Contract form : - Purchase of goods/ services

7. MBD 9 : Declaration of bidders past supply chain management practices

8. COMPANY REGISTRATION CERTIFICATE

9. CSD REPORT

10. Rate & Taxes

11. SARS CODE and Tax Clearance Certificate

12. Supporting documents for BBBEE points

**NB FAILURE TO COMPLETE OR SIGN THIS DOCUMENT WILL RESULT IN YOUR
BID NOT BEING CONSIDERED.**

TENDER CONDITIONS AND INFORMATION

2.1.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

2.1.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.1.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender closure date.

2.1.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by cash payable to the Municipality. These costs are non-refundable.

2.1.5 Registration on the Central Supplier Database (CSD)

It is expected of all prospective service PROVIDER should be register on the Central Supplier Database and the CSD report be send with the tender document on the closing date of the tender. .

2.1.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 3: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months.

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Bidders shall not contact the GREATER TAUNG LOCAL MUNICIPALITY on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the GREATER TAUNG LOCAL MUNICIPALITY, it should do so in writing to the GREATER TAUNG LOCAL MUNICIPALITY. Any effort by the firm to influence the GREATER TAUNG LOCAL MUNICIPALITY in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.1.14 Contact with Municipality after Tender Closure Date

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.1.13 Expenses Incurred in Preparation of Tender

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

2.1.11 Quantities of Specific Items

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

2.1.10 Samples

- (a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

2.1.9 Site / Information Meetings

- (a) A Original of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) An original of the Resolution by board on the Company Letter Head should accompany the Tender Document. Failure to do as such will result to the disqualification of the tender.

2.1.8.5 Authorised Signatory

- (c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.
- (d) If the bidders address resides in the Tribal Land – Letter from the Tribal Authority together with the affidavit should be attached.

2.1.15 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. Bid Register will record the names of all the bidders name, amount, BBEE and CSD number.

- (b) Faxed, e-mailed and late tenders will not be accepted.

2.1.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.1.17 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

2.1.18 Contract

- (a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 5 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

2.1.20 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.1.21 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

2.1.22 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.1.23 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to SCM Manager at telephone (053) 994 9400.

2.1.28 Enquiries

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

2.1.27 Negotiations

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

2.1.24 Past Practices

**TERMS OF REFERENCE
(SPECIFICATIONS)
APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

Reservoir 2-2

Author	Year	Country	Sample Size	Age Range	Gender	Study Design	Findings
Wang et al.	2010	China	1,000	10-15	Male	Quasi-experimental	Significant improvement in self-esteem and social skills after 8 weeks of intervention.
Li et al.	2012	China	200	16-18	Female	Quasi-experimental	Significant improvement in self-esteem and social skills after 12 weeks of intervention.
Zhang et al.	2015	China	300	19-22	Male	Quasi-experimental	Significant improvement in self-esteem and social skills after 10 weeks of intervention.
Chen et al.	2018	China	400	23-25	Female	Quasi-experimental	Significant improvement in self-esteem and social skills after 14 weeks of intervention.
Wang et al.	2020	China	500	26-28	Male	Quasi-experimental	Significant improvement in self-esteem and social skills after 16 weeks of intervention.

[illegible]

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.

[illegible]

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1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

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4 3 2 1

[illegible]

Size	Price	Weight
Small	...	...
Medium	...	...
Large	...	...

29

20-1

d

3/4=1

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.....N I-04

TWO TONE LONG SLEEVE REFLECTIVE WORK SHIRTS

Fabric: 100 % cotton -135g/m2
Colors: Cobalt Blue and Navy, Yellow and Blue, Green and Blue
Double back pleats .50mm reflective tape for increased visibility button down front two front pocket with Velcro closure. Extra strength/bar tacks on stress points.

SIZE:	PRICE	BRAND
XS = 1	R.....	.....
S = 1	R.....	.....
M = 1	R.....	.....
L = 1	R.....	.....
XL = 1	R.....	.....
XXL = 1	R.....	.....

HIGH - VIZ COAT FREEZER JACKET

_Provide comfort and protection against the cold, wet and freezer storage environment to wind and water –resistant and lint-free 210D Nylon outer fabric, thermo-guard padding, Comforted lining, chunky nylon zip, and Elasticated sleeves to retain warmth.

COLORED: ORANGE & NAVY, GREEN & NAVY, YELLOW & NAVY

SIZE:	PRICE	BRAND
XS x 1	R.....	.....
S x 1	R.....	.....
M x 1	R.....	.....
L x 1	R.....	
XL x 1	R.....	
XXL x 1	R.....	

CRICKET HATS

Color: Khaki

SIZE:	PRICE	BRAND
XS x 1	R.....	
M x 1	R.....	
L x 1	R.....	

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SAFETY BOOTS
A lace-free unisex boot, popular in the agriculture sector Double density PU/PU Sole. Heat resistant up to 95 –available with a steel toe cap. Elastic side gussets for extra comfort. EVA cushioned top sock for additional comfort .Engineered with two pull straps for ease of pulling the shoe on .Full grain leather upper .Midsole option available .SANS/ISO 20345.ANTISTATIC
Color: Black

SIZE: PRICE BRAND

5 x 1	R.....	R.....
6x 1	R.....	R.....
7 x 1	R.....	R.....
8 x 1	R.....	R.....
9 x 1	R.....	R.....
10 x 1	R.....	R.....

SAFETY BOOTS WITH LACE
A high –wearing unisex safety boot with all –leather upper and tongue. Double density PUPU sole. Heat resistant up to 95. Steel toe cap. Energizer top sock for additional comfort. Full grain leather upper. Midsole option available. SANS/ISO 20345. ANTISTATIC
Color: Black
Size:

PRICE BRAND

6 X 1	R.....	R.....
7 X 1	R.....	R.....
8 X 1	R.....	R.....
9 X 1	R.....	R.....
10 x 1	R.....	R.....

TEKKIE BOOTS

Generous fitting outdoor/trail shoe/mesh upper for breathability/Reinforced PU toe cap on hard wearing areas /Gusset tongue to keep debris out /Mounded PU innersole for all day comfort /TPU heel clip for stability /**phylon** midsole for superior cushioning /Rubber outsole for premium traction and durable
Color: Black
SIZE:

PRICE BRAND

7 x 1	R.....	R.....
9 x 1	R.....	R.....

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Comment [KM1]:

LADIES SAFETY SHOE
 . Genuine nubuck slit buffalo leather, Ankle high, extra padded collar for comfort, dual density PU sole, steel toe cap. (Sissie)
 Color: Black
 Size:

3 x 1	R.....	BRAND
4 x 1	R.....	
5 x 1	R.....	
6 x 1	R.....	
7 x 1	R.....	

LEATHER NAPPA GLOVE

Size: Standard
 Color: Yellow
 General purpose glove. Wrist length

QUANTITY	PRICE	BRAND
----------	-------	-------

LEATHER WRIST LENGTH GLOVES

SIZE: Standard
 Color: Grey
 General purpose glove. Wrist length

QUANTITY	PRICE	BRAND
----------	-------	-------

LEATHER TIG WELD GLOVES

Size: Standard
 Color: White
 Soft and flexible for easy handling. Reinforced thumb crotch.
 Wrist length

QUANTITY	PRICE	BRAND
----------	-------	-------

1 R.....

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1	QUANTITY	PRICE	BRAND	
				PVC WRIST LENGTH GLOVE Size: Standard Color: Red 100% cotton interlock liner with red PVC coating. Knit wrist. Fully coated. Excellent anti-slip. Abrasion and chemical resistance. Good grip and convenient. Oil proof anti-acid and anti-alkali penetration resistance. Wrist length
1	QUANTITY	PRICE	BRAND	
				CRAYFISH GLOVE Size: Standard Color: Orange Rubber diamond groove laminated onto 7gg machine knitted (crochet) cotton liner. Protects against cuts and abrasions Strong. Durable and hard wearing. Knitted wrist for comfort. Ideal for used when handling item that may puncture. Wrist length
1	QUANTITY	PRICE	BRAND	
				TWIN CARTRIDGE PVC HALF MASK RESPIRATOR Color: any Size: Standard Soft PVC mask with deep face mound for a comfortable fit excellent seal/dual wide elastic connected with pin swivel connector. Adjustable and with quick release toggle /efficient exhalation mask /for use with the DHCT twin unit filter cartridge system
1 (BOX OF 20)	QUANTITY	PRICE	BRAND	
				DROMEX DHCT-P3PF PE-FILTERS Dromex DHCT-P3PF,Unitfit reusable, lightweight P3 particulate pre-filter cartridge /used in conjunction with Dromex Unitfit gas filter aerosols hazardous which cannot be filtered by chemical only cartridge/Pre-filters also pro-long in the life of the corresponding gas by adding additional protection against oil.

KIDNEY BELT		Color: black	SIZE:	PRICE	BRAND
			S x 1		
			M x 1		
			L x 1		
			XL x 1		

REFLECTIVE JACKET:		Fabric: 100% polyester	Color: high Viz Yellow	50mm reflective tape for increased visibility/Zip closure/ID pocket.	PRICE	BRAND
			S x 1			
			M x 1			
			L x 1			
			XL x 1			
			XXL x 1			
			XXXL x 1			

WELDERS LEATHER APRON		Size: 60*120cm	Color: Grey	QUANTITY	PRICE	BRAND
				1		

AUTOMATIC WELDERS HELMET		Size: Standard	Color: Any	QUANTITY	PRICE	BRAND
				1		

WATERPROOF OVERALLS FOR DRAINING CANAL S WORKERS WITH PVC

SAFETY BOOTS SS

Fisherman overall with boots

MATERIAL: PU/PVC

Overalls is made of high-quality fabric coated PU/PVC, fastened with snap metal-fasteners and covered with a fold. The boots are welded permanently. the seams are welded with high frequency current. this product is used in draining canals, where there's lot of water and high level of wetness

Color: Any

Size:

 S X 1

 M x 1

 L X 1

A 800 SERIES TSR GREY FOG BAM LENS

SIZE: Standard

Colour: Grey

TSR grey Fog-Ban anti-scratch lens minimizes outdoor sunlight and glare. Non-slip rubber Nose Bridge. Extra flex built into the temple for increased tension control. Sporty. 9-base wrap-around polycarbonate lenses provide a 180 field of distortion-free vision unique temples with soft. Padded inserts down the length of the temple.

QUANTITY

PRICE

BRAND

1

SAFETY GOGGLES

DV-29 BEAMER (Blue)

QUANTITY

PRICE

BRAND

FLAME AND ACID PROOF OVERALL (SABS)

Navy Flame Retardant/ Acid Proof Conti Suit Overalls – SABS Approved (D59-100% cotton – 295 gm2) with YKK Zips and 50mm Silver reflective Tape on both arms and legs with Flame/Acid Logo embroidered on the jacket and pants. Triple stitched on pants in leg & crotch-back seat bar-tacked at all stress points. Concealed aluminum zips on jacket and pants. Elasticated back waistband with 40mm belt loops.

Re: SPECIFICATION SAFETY WEAR FOR MECHANICAL WORKSHOP AND

ELECTRICAL

OVERALL JACKETS

SIZE:

PRICE

BRAND

32 X 1

R.....

34 X 1

R.....

36 X 1

R.....

38 X 1

R.....

42 X 1

R.....

44 X 1

R.....

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OVERALL PANTS

SIZE:

32 X 1

34 X 1

36 X 1

38 X 1

42 X 1

44 X 1

PRICE

R.....
R.....
R.....
R.....
R.....
R.....
R.....

BRAND

Versatex two tone work suit (65/35 Polycotton Twill; 230 gm2). Chest pocket with hook and loop closure/ chest pocket with pen division/ Large front pockets for secure storage/concealed YKK zip/ Side slits for ease of movement /Bar tacks on stress points for extra strength /concealed inner pockets.

PORTFOLIO COMMITTEES

OVERALL JACKETS

HIGH PERFORMANCE C77 SERIES/20110

TWO TONE WORK SUIT

Fabric: VERSATEX 65/35 Polycotton Twill

Weight: 230 gm2

Versatex Two Tone Work Suit for hard work. Two Colour combination.

Chest pocket hook and loop closure/Chest pocket with pen division/ Large front pockets for secure storage/Concealed YKK zip/ side slit for ease of movement / Bar tacks on stress points for extra

strength/ Concealed inner pockets.

SIZE:

30 X 1

32 X 1

34 X 1

36 X 1

38 X 1

40 X 1

42 X 1

44 X 1

46 X 1

PRICE

R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....

BRAND

OVERALL PANTS

SIZE:

30 X 1

32 X 1

34 X 1

36 X 1

38 X 1

40 X 1

42 X 1

46 X 1

PRICE

R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....
R.....

BRAND

CLEANERS (16)

T-SHIRT (GOLFER – LIME)

THE CLASSIC 100% COTTON WOMEN'S GOLFER

FABRIC: 100% cotton Pique Knit
Weight: 220 gm2
Feature: Semi-fitted/Side slits with bar tacks/Specialised and narrowed plackets.
Size PRICE BRAND

: Medium x1	R.....	R.....
: Large x 1	R.....	R.....
: X-large x 1	R.....	R.....
: XX-Large x 1	R.....	R.....

Skirt (NAVY/BLACK)

WOMEN'S KICK PLEAT SKIRT

OSKIRT/25005
Fabric: 100% Polyester; Mini Matte With Mechanical Strength
Weight: 175 gm2
Easy care, non-crease, non-iron fabric/Pleat detail on front and back/YKK zip

Sizes	PRICE	BRAND
: 38 X 1	R.....	R.....
: 40 x 1	R.....	R.....
: 42 x 1	R.....	R.....
: 44 X 1	R.....	R.....
: 46 X 1	R.....	R.....

PANTS

WOMEN'S STRAUGHT LEG TROUSER

OBTLEG/25006
Fabric: 100% Polyester, Mini Matte With Mechanical Stretch
Weight: 175 gm2
Shaped waistband/Belt loops/Tapered straight leg styling/YKK ZIP

Sizes	PRICE	BRAND
: 34 X 1	R.....	R.....
: 36 X 1	R.....	R.....
: 38 X 1	R.....	R.....
: 40 X 1	R.....	R.....
: 50 X 1	R.....	R.....

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COURT SHOES: 11511

A practical slip-on corporate shoe designed with office workers in mind/ Single density PU sole/ heat resistant up to 95C /Steel toe cap / Full grain leather upper / Padded quarter for extra comfort / standard with a woolen top-sock for added comfort /SANS/ISO 20345/ANTISTATIC

Sizes	PRICE	BRAND
: 3 X 1	R.....	.....
: 4 X 1	R.....	.....
: 5 X 1	R.....	.....
: 6 X 1	R.....	.....
: 7 X 1	R.....	.....

**PINAFORE
PINA /25573**

Fabric: 100% Polyester, Mini matter with mechanical strength
Weight: 175gm2
Sizes: STD
Colour: NAVY
Two large front pockets/adjustable ties

WOMEN'S FREEZER JACKETS QUILTED SHERPA JACKET (Navy)

WR031 /21031

Fabric: 100% Quilted Polyester/ 100% Polyester Sherpa
Weight: 155gm2/195gm2
Diamond cut quilted polyester/ Sherpa lining/YKK Vision Zip/ Fleece lined side entry
pockets/inner safety pocket/lip elastic around cuffs & hem

Size :	PRICE	BRAND
Medium X 1	R.....	.....
Large X 1	R.....	.....
X-Large X 1	R.....	.....
XX-Large X 1	R.....	.....

NB: PRICE SHOULD INCLUDE EMPLOYDARY

TOTAL PRICE: _____ (Inc. VAT) total should be on
the first page.

NB: QUANTUM MUST INCLUDE ALL COSTS BECAUSE THERE WILL BE NO DIVIATION AFTER APPOINTMENT
TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS
SPECIFICATION AND ADDITIONAL CONDITIONS OF TENDER

1. PURPOSE
The purpose of this bid is to seek a service provider for REPAIRS, PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS.
Prospective bidders will be invited by means of an open tender process to submit their bids containing information of their firms – for evaluation purposes and proof of registration with CSD
2. Compulsory Briefing Session
A compulsory briefing session will not be required.
3. DURATION OF THE CONTRACT
24 Months
4. VALIDITY PERIOD
Tender validity period of 90 days is proposed
5. PROCUREMENT CONDITIONS
Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

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**MUNICIPAL BIDDING DOCUMENTS
APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:	GTL/MS03/2023/2024	CLOSING DATE:	18 AUGUST 2023
		CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

GREATER TAU NG LOCAL MUNICIPALITY		STATION STREET		8580		SUPPLIER INFORMATION	
NAME OF BIDDER		POSTAL ADDRESS		STREET ADDRESS			
TELEPHONE NUMBER		CODE		NUMBER			
CELLPHONE NUMBER		CODE		NUMBER			
FACSIMILE NUMBER		CODE		NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
TAX COMPLIANCE STATUS		TCS PIN:		OR	CSD No:		
B-BBEE STATUS LEVEL VERIFICATION		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No	
[TICK APPLICABLE BOX]							
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES WORKS OFFERED?		☐ Yes ☐ No		IF YES ENCLOSE PROOF]			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		DATE			
SIGNATURE OF BIDDER							
CAPACITY UNDER WHICH THIS BID IS SIGNED							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:					
CONTACT PERSON		NEO DIBELANE		CONTACT PERSON		MR G Majova	
TELEPHONE NUMBER		053 994 1000		TELEPHONE NUMBER		053 994 9400	
FACSIMILE NUMBER				FACSIMILE NUMBER		053 994 3917	
E-MAIL ADDRESS		dibelane@ggltm.gov.za		E-MAIL ADDRESS		majovag@ggltm.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES

SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A
SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number: GTLM/CS03/2023/2024
Closing Time: 12:00	Closing Date: 18 AUGUST 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

-	Required by:	.....
-	At:	.....
-	Brand	.....
-	Country of Origin	.....
-	Does the offer comply with the specification(s) ?	*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
-	Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
** "all applicable taxes" includes value-added tax, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

** "all applicable taxes" includes value-added tax, income tax, unemployment insurance fund contributions and skills development levies.

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PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a similar nature to this Bid successfully executed and completed (or on-going) in the last five (5) years. Please attached appointments letters or orders for all listed

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the GREATER TAUUNG LOCAL MUNICIPALITY are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied

Position	Signature
Name of Bidder	Date

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TENDER OFFER

APPOINTMENT: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A

PERIOD OF 24 MONTHS

Bid No: GTLM/CS03/2023/2024

Closing Date: 18 AUGUST 2023

1. The following legal entity : (cross out block which is not applicable)

Company with limited liability/ Close Corporation	And whose registration No is:	And Whose income tax Reference No is:
Natural Person or Partnership	Whose identity Number(s) is/are	Whose Income Tax Reference Number is/are

AND WHO IS (if applicable)

Trading under the name and style of

AND WHO IS

Represented herein by:	Mr./Mrs./Ms.
Full name of representative in block letters	And who is duly authorized to do so, in his/her capacity as (TITLE)
Note : A Resolution/ Power of Attorney, signed by all directors/ member/Partners of the legal entity must complete in this tender, authorizing the representative to make this offer	

Hereby offer to the Greater Tanga Municipality herein represented by the Municipal Manager to execute, complete and where specified maintain the above mentioned service in accordance with the specification, bill of quantities, conditions of tender and to the entire satisfaction of the Municipal Manager and subject to the conditions stipulated in the tender document for the amount indicated hereunder, and to provide all the labour, workmanship, plant, consumables and everything that is or may become necessary for the execution of the contract.

Total Tender Price
R (including VAT)
Tender Price in Words
..... (include V.A.T)

4. The tenderer acknowledges that it is fully acquainted with the contents of all the conditions of this tender contained in this document and it accepts the conditions in all respects

Signature(s) of Tenderer(s)

THUS DONE AND SIGNED for and on behalf of Tenderer

At Place on the Day of 20..... year

In the presence of the subscribing witnesses

1. Name in block letters

2. Name in block letters

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4 MBD

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or

declaring his/her interest.

Full Name: _____

Identity Number

Company Registration Number:

Tax Reference Number:

WATB-Deletion Number

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86 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

* Delete if not applicable

* Delete if not applicable

[illegible][illegible]

* Delete if not applicable

* Delete if not applicable

Position	Name of Bidder
Signature	Date

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.

CERTIFICATION

- 3.11.1 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? If so, furnish particulars.
- 3.10.1 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? If so, furnish particulars.
- *Delete if not applicable
- *Delete if not applicable

*MSCM Regulations: "in the service of the state" means to be -

(a) a member of -

(i) any municipal council;

(ii) any provincial legislature; or

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

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

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

(d) an employee of any national department, national or provincial public entity or provincial public entity; or

(e) a member of the executive authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

*Delete if not applicable

*Delete if not applicable

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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

- 1.4 The maximum points for this bid are allocated as follows:
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.
- 1.2 The following preference point systems are applicable to all bids:
- a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 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. GENERAL CONDITIONS

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.

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

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

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

2.

DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) Affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) requirement prescribed in terms of the B-BBEE Act;
- (i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3.

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

3.1

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

LEGISLATIVE REQUIREMENTS

2. (1) An organ of state must determine its preferential procurement policy and implement it within the following framework:

- (a) A Preference point system must be followed;
- (b) (i) for contracts with a Rand value above a prescribed amount a maximum of 10 points may be allocated for specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 90 points for price;
- (ii) for contracts with a Rand value equal to or below a prescribed amount a maximum of 20 points may be allocated for specific goals as contemplated in paragraph (d) provided that the lowest acceptable tender scores 80 points for price;
- (c) any other acceptable tenders which are higher in price must score fewer points, on a pro-rata basis, calculated on their tender prices in relation to the lowest acceptable tender, in accordance with a prescribed formula;
- (d) the specific goals may include—
 - (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability; 5
 - (ii) implementing the programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

BACKGROUND

In terms of Government Gazette no 47452 dated 4 November 2022, The Minister of Finance has in terms of section 5, read with section 2(1) (b) (i) and (ii) and 2(1) (c), of Preferential Policy Frame Act, 2000 (Act No. 5 of 2000) and with effect from 16 January 2023, made the regulations set out in the schedule.

PROVISIONS OF THE AMENDED REGULATION

1.1. The following are the key aspect that scrapped in the new regulation on the preferential procurement 2022:

- 1.1.1 Scrapping of Black Economic Empowerment and Local content production.
- 1.1.1.3 Subcontracting of 30% of contract above R30 Million
- 1.1.1.4 Definitions. Etc

1.1.2. The following are the new aspects that included in the SCM Policy

- 1.1.2.1. The Municipality, in the tender documents must, stipulate:
 - a. The applicable preference point system as envisaged in regulations 4.5, 6 or 7;
 - b. The specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal,
 - 1.1.2.2 If it unclear whether the 80/20 or 90/10 preference point system applies, the Municipality must, in the tender documents, stipulate in the case of—
 - a. an invitation for the tender for income-generating contract, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - b. any other invitation for tender for income-generating contract, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

Specific Goal: The Municipality in terms of preference point system is required to use the specific goal in terms of allocating the point which was not applicable in the previous policy. Specific goals refers to specific goals as contemplated in section 2 (1) (d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including

the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No:16085 dated 23 November 1994;

SPECIFIC GOALS

The table below depicts how some of the specific goals will be awarded to different tenders as amended in the SCM policy. The specific goals will not be fixed for all tenders. The scores may change in consideration of the type of tender to be advertised, however the goals will not change. The scores for non HDI's will also be determined during the tender stages. The municipality will determine the scores of the specific goals according to the complexity of the tender.

Historical Disadvantaged Individuals - HDI	80/20 Preferential Point System	Means of Verification
Race-people who are Black, Coloured or Indian	8	CSD report and Certified Copy of Identification Documentation
Non HDI	4	Company head office residence within Greater Taung Local Municipality jurisdiction as per CSD and rates and taxes/tribal proof or residence
Local Economic Development	6	CSD report and Certified Copy of Identification Documentation
Gender-Women	3	CSD report and Certified Copy of Identification Documentation
Gender-Male	1	CSD report and Certified Copy of Identification Documentation
Youth	2	CSD report and Certified Copy of Identification Documentation
Non HDI	1	CSD report and Certified Copy of Identification Documentation
Disability	1	Certified copy of Doctor's certificate with medical practice number
Non HDI	0	

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points reflected in paragraph 7.1 must be in accordance with the table level of contributor.

7. SUB-CONTRACTING

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

☐ YES ☐ NO ☐

(Tick applicable box)

7.1.1 If yes, indicate:

i) What percentage of the contract will be sub-contracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

☐ YES ☐ NO ☐

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	✓	✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name of company/firm:.....	
8.2	VAT registration number:.....	
8.3	Company registration number:.....	
8.4	TYPE OF COMPANY/ FIRM	☐ Partnership/Joint Venture / Consortium ☐ One person business/sole propriety ☐ Close corporation ☐ Company ☐ (Pty) Limited ☐ [TICK APPLICABLE BOX]
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
8.6	COMPANY CLASSIFICATION	☐ Manufacturer ☐ Supplier ☐ Professional service provider ☐ Other service PROVIDER, e.g. transporter, etc. ☐ [TICK APPLICABLE BOX]

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS

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

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2014 as follows:

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

1.6. A bid may be disqualified if –

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- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual);

2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and

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

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

Description of services, works or goods

Stipulated minimum threshold

%

%

%

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

(Tick applicable box)

YES

NO

development/isp. Bidders should first complete Declaration D. After completing
 Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial>
 2 Guidance on the Calculation of Local Content together with Local Content Declaration
 1 The obligation to complete, duly sign and submit this declaration cannot be transferred
 to an external authorized representative, auditor or any other third party acting on behalf of
 the bidder.
 NB
 ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
 IN RESPECT OF BID NO.
 LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
 EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
 (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
 LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER

LOCAL CONTENT DECLARATION
 (REFER TO ANNEX B OF SATS 1286:2011)

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

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

- 5.1. If yes, provide the following particulars:
- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

YES	NO
-----	----

(Tick applicable box)

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as (name of bidder
entity), the following:

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

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality / Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____
WITNESS No. 1 _____
DATE: _____
WITNESS No. 2 _____
DATE: _____

TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS CIRCULAR NUMBER 10 OF 2019/2020:

INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR ELECTRICAL CABLE PRODUCTS

1. PURPOSE

- 1.1 The purpose of this Circular is to:
- 1.1.1 introduce amendments to the instruction for Electrical Cable Products dated 30 June 2016; and
- 1.1.2 provide information to accounting officers (AOs) and accounting authorities (AAs) in terms of which they may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1 The Preferential Procurement Regulations, 2017 made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), which came into effect on 01 April 2017, make provision for the Department of Trade and Industry (the dti) to designate sectors in line with national development and industrial policies for local production.
- 2.2 Regulation 8 (2) of the Preferential Procurement Regulations, 2017 prescribes that in the case of a designated sector, an organ of state must advertise the invitation to tender with a specific condition that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 2.3 To this end, the dti has designated and determined the stipulated minimum threshold for the Electrical Cable Products for local production and content.

2.4 The designation is applicable to all purchases regardless of the procurement method followed and there is no financial threshold.

3. SECTOR DESIGNATION

3.1 The stipulated minimum threshold percentages for local production and content for the different types of electrical cables is 90%.

3.2 To ensure that local production and content is discharged on manufacturing activities, the following must be included in bid invitations:

Table 2: Power Cables – cables used for power transmission

Cable Products	Stipulated minimum threshold local content
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Table 3: Telecom Cables – cables used for telecommunications

Cable Products	Stipulated minimum threshold local content
Optical Fibre Cables	90%
Copper Telecom Cables	90%

3.3

Excluded in the designation is mainly copper, aluminium, polyvinyl chloride (PVC), cross-linked polyethylene (XLPE), aramid yarn, and optical fibre used for fabrication of cable products. This is to encourage local manufacturers to seek the best global competitive prices for primary materials hence the competitive imported materials used in the manufacture of cables will be deemed to have been sourced locally for the purposes of calculating local content

3.4 List of Specific Cables designated under this Circular:

Category	LOW VOLTAGE
Type	Housewire, Flat Twin and Earth, Surface Cable, Rip Cord, Cab Tyre, Bells Cable, 1.5mm ² – 16mm; 2-37 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH) Main Cable 25mm ² – 100mm ² , 1-4 cores, Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH), Flexible Cables, Aerial Cables, ACSR, Split Concentric & Aerial Bundled Conductor (ABC)

Category	MEDIUM VOLTAGE
Type	3.3kV – 22kV, 1-3 cores, Cross linked Polyethylene (XLPE) and Paper Insulated Lead Covered (PILC), Fire Retardant, Low Halogen and Low Smoke Zero Halogen (LSOH)
	132kV, Single Core, Corrugated Seamless Aluminium (CSA) Sheathed

NOTE: The local industry manufactures a vast range of engineered telecommunication, industrial and instrumentation copper and fibre optic cables, which are not limited to:

Category	COPPER TELECOMMUNICATION CABLES
	Standard and high frequency (ADSL) outside plant copper pair telecom cables (10pair up to 240 pair), indoor, PABX and high frequency (DSLAM) copper pair telecoms cables up to 200pair, Category 5e and Category 6 copper data cables.
Category	COPPER INDUSTRIAL CABLES
	Railway signalling copper cables, Electrical signalling copper cables, Steel wire armoured copper telecoms cables, LVG copper control cables for electrical utilities, Fire Alarm and control copper cables
Category	COPPER INSTRUMENTATION CABLES
	Thermocouple extension wire, Tray and direct buried instrumentation and control copper cables compliant to SABs, UL and BS standards accredited.
Category	FIBRE TELECOMMUNICATION OPTIC CABLES
	Outside plant duct fibre optic cables up to 288 Fibre count, Aerial (short span, medium span and long span) self-support fibre optic cables up to 144 fibre count applications up to 144 fibre count
Category	FIBRE INDUSTRIAL CABLES
	Optic Fibre TELECOMMUNICATION CABLES Metallic armoured instrumentation and control fibre optic cables, Steel wire armoured mineshaft fibre optic cables, Field deployable high durability fibre optic cables, Composite (fibre optic and copper core) cables

4. INVITATION OF BIDS FOR ELECTRICAL CABLES PRODUCTS

- 4.1 Bids in respect of Cables must contain a specific bidding condition that only locally produced or locally manufactured Cables with a stipulated minimum threshold for local production and content will be considered.
- 4.1.1 If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, bidders should obtain written approval from **the dti** to supply the remaining portion at a lower local content threshold. Such requests for approval should be submitted and approval be obtained prior to the closure of the bid(s) concerned. **the dti**, in consultation with the procuring organ of state, will grant such approval on a case-by-case basis and will consider the following:
- required volumes in the particular bid;
 - available collective South African industry manufacturing capacity at that time;
 - delivery times;
 - availability of input materials and components;
 - technical considerations including operating conditions;
 - materials of construction; and
 - security of supply and emergencies.
- 4.1.2 Bidders must clearly indicate in their bids the quantities of material and products to be supplied and the level of local content for each product.
- 4.1.3 The turn-around time for processing of authorisation requests is 5 working days from the date of receipt. Therefore, such applications should reach **the dti** at least five days before closing date and time of bid.
- 4.1.4 The approval process that **the dti** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for approval or authorisation (when the tender is still open, before closing date). After checking with the industry, **the dti** will then decide whether or not to grant an authorisation. This is per bid.
- 4.1.5 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorisation letter:
- Procuring entity/government department/state owned company,
 - Tender/bid number,
 - Closing date,
 - Item(s) for which the approval is being requested,
 - Detailed specifications issued by the procuring entity,
 - Local content that can be met,
 - Reason(s) for the request, and
 - Supporting letters from local manufacturers/sub-suppliers.

- 4.1.6 Organs of state may contact the dti in instances where the stipulated minimum threshold for local content cannot be met in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.
- 4.1.7 For further information, bidders and procuring state organs may contact the Director Electrotechnical Unit within the dti at telephone 012 394 3659/3622 or email localcontent@thedti.gov.za
- 4.1.8 Bid specifications for the cables referred to above may be done in collaboration with the dti.
- 4.2 AOs/AAs must stipulate in bid invitations that:
- 4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the bid.
- 4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:
- $$LC = (1 - x/y) * 100$$
- Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB on the date of advertisement of the bid.
- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all national and provincial departments, constitutional institutions and public entities listed in schedules 2, 3A, 3B, 3C and 3D to the Public Finance Management Act whilst the MBD 6.2 is for use by all municipalities and municipal entities to which the Municipal Finance Management Act (MFMA) applies.
- 4.6 AOs/AAs must stipulate in the bid documentation:
- 4.6.1 that the Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be

completed, duly signed and submitted by the bidder at the closing date and time of the bid;

4.6.2 that the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy; and

4.6.3 all the information relevant to bidders provided in paragraphs 4.1.1 to 4.1.7.

5. EVALUATION OF BIDS FOR CABLE PRODUCTS

5.1 An evaluation process in line with Preferential Procurement Regulations, 2017 must be followed.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

6.1 Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in Preferential Procurement Regulations, 2017 and paragraph 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

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

- (i) notified of all the successful bidders and the estimated value of the contracts; and
- (ii) provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Declaration C submitted by the successful bidders within 30 days of award.

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

7.3 Contractors may not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the minimum threshold as stipulated in regulation 8 of the Preferential Procurement Regulations, 2017.

8. CONTACT INFORMATION

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

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For Attention:

Chief Director: Industrial Procurement
Tel: (012) 394 1435
Fax: (012) 394 1535
EMAIL: localcontent@thedti.gov.za

9. APPLICABILITY

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

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS CIRCULAR

10.1 Heads of provincial treasuries are requested to bring the contents of this Circular to the attention of accounting officers and supply chain management officials of their respective provincial departments.

10.2 Accounting officers of national and provincial departments are requested to bring the contents of this Circular to the attention of accounting authorities and the supply chain management officials of their departments, Schedule 3A and 3C public entities reporting to their respective executive authorities.

10.3 Accounting officers of municipalities and municipal entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their municipalities and municipal entities.

10.4 Accounting authorities of Schedule 2, 3B and 3D public entities are requested to bring the contents of this Circular to the attention of the supply chain management officials of their public entities.

11. NOTIFICATION TO THE AUDITOR-GENERAL

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

12. REPEAL OF INSTRUCTION DATED 30 JUNE 2016

This Circular repeals the instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for electrical cable products dated 30 June 2016 and effective on 27 July 2016.

13. AUTHORITY FOR THIS CIRCULAR AND EFFECTIVE DATE

13.1 This circular is issued in terms of regulation 8(3) of the Preferential Procurement Regulations, 2017 and takes effect on the date of issuance.

MR WILLIE MATHEBULA



ACTING CHIEF PROCUREMENT OFFICER

DATE: 19.12.19

ANNEXURE C(1):

DESIGNATED PPE COMMODITIES REQUIRING ADHERENCE TO THE LOCAL
CONTENT & PRODUCTION THRESHOLDS (NT INSTRUCTION ISSUED 16 JULY 2012)

Product	Standards	Threshold
Clothing and Textiles: 3-ply Surgical Masks	EN 14683 SANS 1866	100%
Clothing and Textiles: Respirators (e.g. FFP2 & FFP3; N95)	EN 149	100%
Clothing and Textiles: Medical Textiles (e.g. Linen, Curtains, Gowns, Coveralls; overshoes; swap suits; etc.)	Department of Health Specification	100%
Clothing and Textiles: Fabric/Public usage / consumer face masks	Per the guidelines issued by DTIC	100%
Leather and Footwear: Hospital cleaners closed work shoes	South African Military Health Service and Department of Health Specifications	100%
Leather and Footwear: Nurses shoes	South African Military Health Service and Department of Health Specifications	100%
Leather and Footwear: Patient shower slippers / sandals	Department of Health Specifications	100%
Leather and Footwear: Service Footwear	South African Police, SANDF	100%
Furniture: Beds and Mattresses	Department of Health Specifications	90%

ANNEXURE C(2)

NON-DESIGNATED PPE COMMODITIES WHICH CAN BE LOCALLY PROCURED USING REGULATION 8.4 OF 2017 PREFERENTIAL PROCUREMENT REGULATIONS

Product	Standards	Threshold
Goggles	EN 166 is SANS 1404	70%
Face shield	EU standard directive 86/686/EEC (very broad), EN 166/2002 (Eye protection) ANSI/SEA Z87.1-2010	100%
Disposable Aprons	Department of Health Specifications	100%
Gloves	Department of Health Specifications	100%
Body Bags	ISO 22609 ISO 13485: 2016	100%
Bio hazard bags	ASTM D1922 Tear resistance 500g ASTM D1709 Impact resistance 165g	100%

Contact person for enquiries:

Dr Tebogo Makube

TMakube@thedtic.gov.za

Mahendra Shunmoogam

Mshunmoogam@thedtic.gov.za

Cathrine Matidza

CMatidza@thedtic.gov.za

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(D1) Tender No.
(D2) Tender description:
(D3) Designated Products:
(D4) Tender Authority:
(D5) Tendering Entity name:
(D6) Tender Exchange Rate:

Pula

EU R 9.00

GBP R 12.00

A. Exempted imported content

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B. Imported directly by the Tenderer

B. Imported directly by the Tenderer																									
Tender Item no's	(D20)	Description of imported content	(D21)	Unit of measure	(D22)	Overseas Supplier	(D23)	Foreign currency value as per Invoice	(D24)	Tender Rate of exchange	(D25)	Local value of imports	(D26)	Freight costs to port of entry	(D27)	All locally incurred costs & duties	(D28)	Total landed cost excl VAT	(D29)	Tender Qty	(D30)	Total imported value	(D31)		
Calculation of imported content																									

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

C. Imported by a 3rd party and supplied to the Tenderer												
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Invoice (D37)	Tender Rate of exchange (D38)	Local value of imports (D39)	Freight costs to port of entry (D40)	All locally incurred costs & duties (D41)	Total landed cost excl VAT (D42)	Quantity imported	Total imported value (D44)	Summary

D. Other foreign currency payments

</					

Date:

8.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

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

8.9 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-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have --
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the supplier or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alert/ram pattern (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

SIGNATURE (S) OF BIDDER (S)

DATE:

DECLARATION OF SUPPLIER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited
2. This serves as a declaration 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 supplier may be rejected if that bidder or any of its directors have:
- abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the Bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	☐	☐
4.1.1	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	☐	☐
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	☐	☐
4.2.1	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
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?	☐	☐
4.3.1	If so, furnish particulars:		
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 municipal entity, that is in arrears for more than three months?	☐	☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.5.1	If so, furnish particulars:		

We are a Municipality in Pursuit of Excellence

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

Position	Name of Bidder
Signature	Date

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

^{*} Bid rigging (or collusive bidding) occurs through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

* 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.

Position	Name of Bidder
Signature	Date

- I certify, on behalf of: _____ (Name of Bidder) that:
- I have read and I understand the contents of this Certificate;
 - I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
 - I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
 - 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;
 - 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
 - The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
 - 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 areas where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.
 - In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions of delivery, particulars of the products or services to which this bid invitation relates.
 - 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.
 - 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.

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SECTION 3

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of quotations.
- 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 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.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any supplier, and includes collusive practice among Suppliers (prior to or after Quotation submission) designed to establish Quotation prices at artificial non-competitive levels and to deprive the supplier 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 required to supply to the purchaser under the contract.

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1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Quotation will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the 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 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 supplier 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 quotations, contracts and orders including quotations for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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3.2 Invitations to Quotation are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 supplier shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the supplier.

8.2 If it is a Quotation condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the supplier or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

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

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

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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.

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. Warranty

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Spare parts

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.

13.1 The supplier may be required to provide any or all of the following services, including additional goods, 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 of 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. Incidental Services

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

12. Transportation

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

11. Insurance

or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

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 Quotation, with the exception of any price adjustments authorized or in the purchaser's request for Quotation validity extension, as the case may be.

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within

the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(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 Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Quotation 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 Quotation or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment 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 restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between parties in a horizontal relationship and if a supplier(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a supplier(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

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

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Note: to be signed by the successful bidder

SECTION 4

CONTRACTUAL FORMS

**APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

- (i) Bidding documents, viz:
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - General Conditions of Contract; and
 - Other (specify)
- (ii)
- (iii)

- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	.....
CAPACITY	.....
SIGNATURE	.....
NAME OF FIRM	.....
DATE	.....

WITNESSES	1	2	DATE:
			

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

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

- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....	.....
CAPACITY .....	.....
SIGNATURE .....	.....
NAME OF FIRM .....	.....
DATE .....	.....

WITNESSES	1	2
DATE: .....	.....	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1.

I,, in my capacity
as....., accept your bid under reference
number dated..... for the rendering of services
indicated hereunder and/or further specified in the annexure(s).
2.

An official order indicating service delivery instructions is forthcoming.
3.

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

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

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

SIGNED AT ON

NAME (PRINT)
SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I in my capacity
as
accept your bid under reference number dated
goods/works indicated hereunder and/or further specified in the annexe(s).
5. An official order indicating delivery instructions is forthcoming.
6. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL TAXES APPLICABLE INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

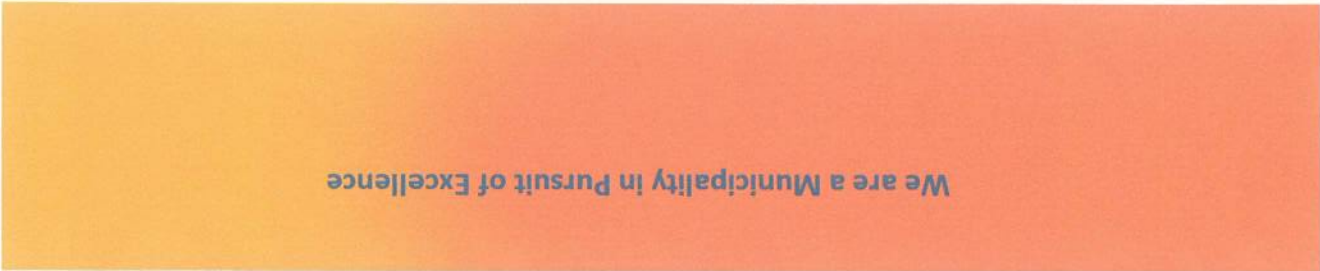
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SECTION 5

MUNICIPAL RATES AND TAXES

**APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**



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Position Name of Bidder

Signature Date

(NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE

I, THE UNDERSIGNED

DECLARATION

NB: Please attach copy/copies of Municipal Account(s)

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

MUNICIPAL RATES AND SERVICES

**APPOINTMENT OF SERVICE PROVIDER
FOR THE SUPPLY AND DELIVERY OF
PROTECTIVE CLOTHING FOR A PERIOD
OF 24 MONTHS**

BID CHECKLIST

1.1 BID CHECKLIST

Suppliers are to use this checklist to ensure that the Quotation documentation is complete for administrative compliance. The supplier is to indicate that the documentation is complete and included in the Quotation document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with the GREATER TAINING LOCAL MUNICIPALITY?	☐	☐	☐
2.	Is the Quotation document administrative fee paid and a copy of the receipt attached to the Quotation document?	☐	☐	☐
3.	Did you read and understand all pages of the Quotation document?	☐	☐	☐
4.	Did you complete the Quotation documents in black ink?	☐	☐	☐
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	☐	☐	☐
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	☐	☐	☐
7.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
8.	Did you provide a covering letter?	☐	☐	☐
9.	Did you provide an original/copy and valid tax clearance certificate?	☐	☐	☐
10.	Did you complete and sign the Quotation Declaration Form?	☐	☐	☐
11.	Where applicable, is the resolution taken the Board of Directors/Member/Partners completed and signed? Remember it should be on the letterhead of the company.	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed?	☐	☐	☐
13.	Is invitation to Quotation completed and signed?(MBD 1)	☐	☐	☐
14.	Is the Declaration of Interest completed and signed?(MBD 4)	☐	☐	☐
15.	Is the Declaration of Supplier's Past Supply Management Practices completed and signed?(MBD 8)	☐	☐	☐
16.	Is the Certificate of Independent Quotation Determination completed and signed?(MBD 9)	☐	☐	☐
17.	Did you complete and sign the Previous Work Experience of a Similar Nature section?	☐	☐	☐
18.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed?(MBD 6.1)	☐	☐	☐
19.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate?(MBD 6.1)	☐	☐	☐
20.	Is the Declaration Certificate for Local Production and Content for Designated Sector completed and signed?(MBD 6.2)	☐	☐	☐
21.	Does the product/service offered conform to the Quotation Specifications?	☐	☐	☐
22.	Is Pricing Schedule completed?(MBD 3.1)	☐	☐	☐
23.	Is the list of past working experience attached (with references)	☐	☐	☐
24.	Is your quotation attached and signed?	☐	☐	☐

Date _____

Signature of bidder _____

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