



OKHAHLAMBA LOCAL MUNICIPALITY

TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

APPOINTMENT OF THE PANEL FOR SUPPLY AND DELIVERY OF UNIFORM AND PROTECTIVE CLOTHING (EPWP, GENERAL WORKERS, ADMIN WORKERS, TRAFFIC OFFICERS & FIRE FIGHTERS)

BIDDER'S NAME:

AMOUNT:

AMOUNT IN WORDS:

**OKHAHLAMBA LOCAL MUNICIPALITY
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INVITATION TO BID

INVITATION TO BID – PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OKHAHLAMBA LOCAL MUNICIPALITY

BID NUM-BER:	8/1/14/15 – TEC07/2021	CLOSING DATE:	09 JULY 2021	CLOSING TIME:	11H00
DESCRIP-TION	APPOINTMENT OF THE PANEL FOR SUPPLY AND DELIVERY OF UNIFORM AND PROTECTIVE CLOTHING (EPWP, GENERAL WORKERS, ADMIN WORKERS, TRAFFIC OFFICERS & FIRE FIGHTERS)				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

259 KINGSWAY STREET (OPPOSITE CALTEX GARAGE)

PO BOX 71

BERGVILLE

3350

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	Yes No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes No

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	FINANCE – SUPPLY CHAIN MANAGEMENT DEPT	CONTACT PERSON	NOTHILE SHABALALA
CONTACT PERSON	THULILE MAPHALALA	TELEPHONE NUMBER	036 – 448 2813
TELEPHONE NUMBER	036 – 448 8056	FACSIMILE NUMBER	036 – 448 1986
FACSIMILE NUMBER	036 – 448 1986	E-MAIL ADDRESS	
E-MAIL ADDRESS	Thulile.Maphalala@okhahlamba.gov.za		Nothile.Mzinyane@okhahlamba.gov.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?
YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

OKHAHLAMBA LOCAL MUNICIPALITY

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CONDITIONS OF CONTRACT

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/15 – TEC 07/2021
SUPPLY AND DELIVERY OF GENERAL WORKERS UNIFORM FOR A PERIOD OF
ONE (1) YEAR FOR OKHAHLAMBA LOCAL MUNICIPALITY**

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must **NOT** include VAT.
2. **All pages and annexures must be initialled / sign in full signature where required.**
3. The lowest or any bid will not necessarily be accepted and Okhahlamba Local Municipality reserves the right to accept the whole or any part of a bid or to reject any or all the bid without stating the reasons thereof.
4. No bid will be accepted by fax or e-mail.
5. Bids are to remain open for acceptance for a period of ninety (90) days from the date they are lodged and may be accepted at any time during the said period of ninety (90) days.
6. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
7. Full details of services offered must be supplied together with the return documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
8. Only bids on Okhahlamba Local Municipality official bid document will be accepted and the original document must be returned, fully completed and signed, in the form presented. **Failure to do so will invalidate such bid.**
9. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.**
10. Should it be considered necessary by the bidder that officials of Okhahlamba Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder.
11. This contract will be governed by Okhahlamba Local Municipality “Conditions of the Bid” only and not any conditions supplied by the bidder.
12. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
13. If items are not bid for a line must be drawn through the space in pen.
14. The Supply of Safety Apparel (Safety Boots, Reflector Vest, Orange Overall bearing EPWP Logo and Large EPWP on the back and safety gloves for all targeted labour.
15. Only bids received by **11:00** on the given closing date in the bid box will be considered.

B. DEMONSTRATIONS AND INSPECTIONS

1. All bidders must be prepared to demonstrate where required, free of charge and obligation, at the Okhahlamba Local Municipality or any other area within the boundary of the Okhahlamba Local Municipality, any services offered in this bid.
2. Where officials are required to attend demonstrations or inspections outside the boundary of the Bergville Area, all costs to attend such demonstration must be borne by the bidder.

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GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

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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 bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, 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 consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the 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 bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "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 bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the 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 so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

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

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

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this

election shall not relieve the supplier of any warranty obligations under the contract and;

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

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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.

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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods,

works or services similar to those undelivered, and the supplier shall be liable to the purchaser for

any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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
- (ii) The period of restriction; and
- (iii) The reasons for the restriction.
- (iv) These details will be loaded in the National Treasury's central database of
- (v) Suppliers or persons prohibited from doing business with the public sector.

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

According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such

anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

(b) 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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

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

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
DEPARTMENT**

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

**APPOINTMENT OF THE PANEL FOR SUPPLY AND
DELIVERY OF UNIFORM AND PROTECTIVE
CLOTHING (EPWP, GENERAL WORKERS, ADMIN
WORKERS, TRAFFIC OFFICERS & FIRE
FIGHTERS)**

SPECIAL CONDITIONS OF BID

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/15 – TEC 07/2021
SUPPLY AND DELIVERY OF EPWP AND GENERAL WORKERS UNIFORM FOR A
PERIOD OF ONE (1) YEAR FOR OKHAHLAMBA LOCAL MUNICIPALITY**

SPECIAL CONDITIONS OF BID

1. DURATION

This is an annual contract, with a possibility of a renewal on an annual basis to a maximum of three (3) years. Based on service provider performance.

2. PAYMENT

All payments will be made to the Service Provider within thirty (30) days of receipt of an invoice. Payment days are the 15th and 30th of each month. All invoices should be submitted 5 days before the pay date.

3. PRICE

Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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.

3. RETURNABLE DOCUMENTS

The issued documents must be returned in the form and order in which they were issued to assist the Municipality to expedite adjudication of the bids. The Okhahlamba Local Municipality reserves the right to disqualify a bid in the event that the bidder does not fully comply with this provision.

4. BID VALIDITY

This bid shall not be withdrawn during a period of ninety (90) days from the date on which it is to be lodged and it may be accepted at any time during that period.

5.1 DOCUMENTS TO BE SUBMITTED TOGETHER WITH BID DOCUMENT

- CSD Registration Summary Report
- Copy of tax clearance certificate and Status Verification Pin from SARS.
- Company Registration certificate.
- Certified copies of identity documents of directors or management.

- Copy of B-BBEE Status Level Verification Certificates or certified copies/ original sworn affidavit.

5.2 COMPULSORY DOCUMENTS FOR EVALUATION PURPOSES

- Rates Statement and/or Lease Agreement/ proof of residence
- Letter of good standing from the bank
- Proof of SABS Approved certification (suppliers)
- Audited Annual Financial Statements for the past three years

6. MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 49 of the Municipal Supply Chain Management Regulations No 27636 of 2005, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award/ process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
DEPARTMENT**

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

**APPOINTMENT OF THE PANEL FOR SUPPLY
AND DELIVERY OF UNIFORM AND
PROTECTIVE CLOTHING (EPWP, GENERAL
WORKERS, ADMIN WORKERS, TRAFFIC
OFFICERS & FIRE FIGHTERS)**

SPECIFICATION OF CONTRACT

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/15 – TEC 07/2021**

**APPOINTMENT OF THE PANEL FOR SUPPLY AND DELIVERY OF UNIFORM AND
PROTECTIVE CLOTHING (EPWP, GENERAL WORKERS, ADMIN WORKERS, TRAFFIC
OFFICERS & FIRE FIGHTERS))**

SPECIFICATION

EPWP UNIFORM

- **CONTI-SUITS** = 100% Cotton
- **PAIRS OF SAFETY BOOTS / RAIN BOOTS** = SABS Approved Upper = 100% = Solve PVC 100%
- **PAIRS OF GLOVES** = PVC & Rubber
- **GOLF HATS** = 100%
- **WINTER WEAR JACKETS** = 100% Polyester polar fleece
- **LADIES OFFICE SHIRTS** = 80/20 Cotton
- **HOODIE JACKETS** = 100% Cotton Fleece
- **DARK GREEN OFFICE (DENIM LOOK) SKIRTS (WITH EMBROIDERY ON THE LEFT SIDE)** 100% Cotton
- **GOLF T-SHIRTS** = 100% Polyester
- **ROUND NECK T-SHIRTS** = 100% Polyester
- **DARK GREEN JOGGER PANTS (WITH EMBROIDER ON THE LEFT SIDE)** = 100% Cotton Fleece
- **BANIE HATS** = 100% Cotton
- **DARK GREEN PULL OVER (EMBROIDED ON THE LEFT SIDE AND AT THE BACK)** = Quilted / 100% nylon
- **RAIN SUITS** = Polyester PVC
- **SOCKS** = 35 % Cotton
- **JERSEYS CREW NECK SWEATER** = 100% Cotton Fleece

All the uniforms will have **Okhahlamba logo embroidery** in front at the left hand side, **EPWP logo embroidery** in front at the right hand side, **EPWP Logo embroidery at the back written EPWP** and the colour is **ORANGE**.

A detailed sizes specification will be given to a successful bidder.

The below spec includes: Roads, Waste, EPWP, Housing and Electrical

ITEMS	COLOUR
Legendary Long Sleeve Work Shirt	Stone & Khaki
Legendary Short Sleeve Work Shirt	Stone & Khaki
Quilted Body Warmer	Olive
Business Chinos	Stone & Khaki

Denim Reflective Conti Jacket	Indigo
Denim Reflective Conti Trouser	Indigo
High viz Conti Jacket	Yellow & Blue
High viz Conti Trousers	Yellow & Blue
Conti Suits	Royal Blue
Anklet Socks (Normal)	Black
Legendary Sun Hats	Khakhi
Flame Retardant Conti Suit	Navy
Conti Suits	Orange
	Royal Blue/Orange
Canteen Dresses	Black
Ladies Safety Boots	Khakhi
Business Skirts	Blue
Business Shirts	Blue/Orange
Raincoats Extra Strength	Blue/Orange
Rainsuits Extra Strength	Blue/Orange
High viz Rainsuits with Reflective Tape	Yellow & Blue
Male Gumboots	Yellow
Ladies Gumboots	Black
Safety Boots	Black
High viz Waistcoat	Black
Embroidery and Emblem	Yellow

UNIFORMS: ADMIN CLEANERS AND MESSENGER

UNIFORM SHOULD BE EMBROIDED WITH OKHAHLAMBA MUNICIPAL LOGO AND NAME OF THE MUNICIPALITY

Description	Colour	quantity	Size
Skirts	navy	9	38x4,40x4,42x4,46x2,44x2,36x2
Shirt(for ladies)with Okhahlamba Logo and the name: ADMIN CLEANER: below the logo	Powder blue	18	40x2,42x4,46x2,44x2,40x2,38x4,40x2,
Safety Shoes suitable for ladies -safety sole and front	black	18	5x4,7x4,6x2,
Rain suit (with logo and name of municipality-front left hand)	Navy (with cotton cover in-side)	18	Large
Shirts –messenger - 1 short sleeves (legendary short sleeves ,fabric:100% cotton twill, weight : 135gm ² -triple needle posting for extra strength/back pleat/extra length curved hem/two chest pockets with hook and loop closure/concealed inner chest pocket/pen division/enzyme wash for rugged worn-in look/bar tacks on stress points for extra strength.	navy	1	Medium
Shirts –messenger - 1 long sleeves (legendary short sleeves ,fabric:100% cotton twill, weight : 135gm ² -triple needle posting for extra strength/back pleat/extra length curved hem/two chest pockets with hook and loop closure/concealed inner chest pocket/pen division/enzyme wash for	navy	1	Medium

rugged worn-in look/bar tacks on stress points for extra strength.			
Safety shoes –messenger : neoflex boots /a high –wearing uni-sex safety boot with all –leather upper and 95°C/steel toe cap/energiser to sock for additional comfort /steel or Kevlar penetration resistant midsole /SANS/ISO 20345/ANTI-STATIC	Black	1 pair	7
2 trousers –messenger-legendary chinos – weight 240gm²: fabric : 100% cotton twill, -flat front chino/two deep slant pockets with self-fabric pocket bags /double needle stitching on back rise and inner leg for added strength/YKK brass zip/bar tacks on stress points .two welt pockets	Navy	2	34
Jackets :ladies -winter-weather warmth-for maximum protection(2-in 1 jackets) ,zip outer shell and inner fleece together, or wear separately as condition dictates ,outer jacket 130g/m²,100%polyester ribtech, inner jacket :200g/m²,100%micro polar fleece	navy Navy with logo and name of the municipality	15	Sizes=size XXLx3, size Lx3, size XLx3, size XXLx1,size 4XLx1,size Mx1,size 44x1

Spec on Rescue & fire retardant overalls

Overalls must be manufactured with an inherently flame-resistant fabric that offers an excellent protective performance, durability and comfort.

This fabric is soft and breathable and has excellent moisture management because of special cellulosic fibre content.

Overall material must be suitable for application in protective clothing used in, for example the chemical, energy, metal, utilities, construction and military sectors, and fire fighters' station wear.

Overalls must protect against heat and flame, electric arc, static electricity and liquid chemicals (optional).

Material must be available in a high viz yellow which complies with EN 471: 2003. as well as protecting against convective and radiant heat.

Tested according to EN ISO 11612 A1,A2,B1,C1,E3: 2008 (Industrial flame & heat hazards) and complies with EN 1149-5: 2008, test method EN 1149-3: 2004). for anti-static and explosive risk protection.

Material must be comfortable and should feel soft and supple, because of the cellulosic fibre component.

Material must have a limited chemical protection against splashes and must comply to EN 13034: 2005.

Material must have excellent pilling performance and tear strength.

FR properties are built-in with excellent price/quality performance.

Overall must have long lasting looks with superior colour fastness after multiple industrial washes and a superior resistance to whitening on seams and cuffs.

SPECIFICATION FOR FIRE OFFICERS UNIFORM

OPERATIONAL UNIFORMS

NAVY COMBAT TROUSERS

Double seat and knees

Material : OXFORD BLUE 50% cotton 50% polyester field dress plain weave SABS PC74M single yarn

Draw cord in trouser leg bottoms

Two side leg pockets

Two straight side pockets

One field dressing pocket

One concealed hip pocket button closing

7 x Large belt loops :1cm X 7cm

Stitched in creases back and front of each leg

Brass closed end zip with pin lock slider in fly.

Double domed four hole buttons to be securely sewn on waistband minimum diameter 15mm and also to be used on all button closing pocket flaps
Ticket 80 and 90 spun polyester thread to be used in manufacture.
Male and female styles to be available and clearly marked for identification purposes.

COMBAT SHIRTS SHORT SLEEVES

Material: 50% cotton 50% polyester field dress plain weave SABS PC74M single yarn

Colour: Oxford blue.

Style: Short sleeve with dummy cuff.

Two pleated patch breast pockets with Velcro closing flaps .

Stitched in creases back and front

Open glad neck collar.

Padded half moon quilted shoulder pads.

Button through front.

Epaulette straps on shoulders.

Rubberized fire shield badge securely sewn onto left chest above pocket.

Embroidered name badge with Velcro attachment sewn onto right chest 10mm above top of pocket flap , centrally positioned.

Embroidered Departmental badge on both sleeves as Specified

BLACK NYLON BELT

50mm wide with plastic heavy duty buckle.

Metalette buckle insert with fireman's crossed axes logo

BLACK DOUBLE COLLAR WINTER JACKET

Material : **Material:** 50% cotton 50% polyester field dress plain weave SABS PC74M single yarn

Colour: Black.

Elasticated wrists on sleeves

Hip length.

Padded body and sleeves.

Epaulette straps on shoulders.

Press stud closing storm flap over front heavy duty nylon zip.

Two inverted pleat breast pockets with flaps to press stud

Two hand warmer side pockets.

Rubberized breast shield badge sewn onto left breast above pocket.

Embroidered Velcro backing name badge sewn onto right breast above pocket.

Embroidered Departmental badge on both sleeves as Specified

SOCKS

Bio-guard cushion foot

Military rib.

Wool rich

Half hose

POLY//COTTON BASEBALL CAPS

Material : **Material:** 50% cotton 50% polyester field dress plain weave SABS PC74M single yarn

Colour : Oxford blue

Rubberized shield badge on front.

Plastic mesh badge support on inside of cap.

Matching breather metal eyelets on cap.

Velcro adjustable back

OFFICERS POLY//COTTON BASEBALL CAPS

Material : **Material:** 50% cotton 50% polyester field dress plain weave SABS PC74M single yarn

Colour : black

Rubberized shield badge on front.

Plastic mesh badge support on inside of cap.

Matching breather metal eyelets on cap.
Velcro adjustable back
Embroidered oak leaf wreath on peak in gold lurex

REBEL CHEMITRAK S3 BOOT

Colour: Black with blue trim on collar
Full-Grain waxy cow leather Uppers
100% natural nitrile rubber sole
Outsole resistance to hot contact: 300°C
Anti-penetration steel mid sole
Wide profile safety toe cap

MAGNUM VIPER BOOTS

Carbon fibre toe cap
Charged heel air cell for cushioning
Gusset tongue
Circular side zip with Velcro strap to hold slide
Moisture wicking lining
Mesh and leather uppers
Oil and slip resistant carbon rubber outsole
Compression moulded EVA midsole
Composite shank
Removable EVA moulded sockliner
Pull tag on heel

RAIN SUITS

Material: rubberized nylon : 220 micron thickness

Colour: Navy and lime .

Style: Jacket

Heavy duty nylon zip with storm flap.
Elasticated cuff .
Two bottom pockets with Velcro closing flaps.
All stitching tape sealed to prevent water leakage.
Silver reflective tape on arms and around body.
Including an encapsulated back panel "FIRE RESCUE"

Trouser

Elasticated waist
Open leg bottoms.
Silver reflective tape around both legs
Fold away carry bag .

REFLECTIVE BUNNY JACKET

Water repellant outer fabric.
Multi pocket design
Elasticated waist.
With epaulette straps on shoulders press stud fastening.
Silver 50mm wide reflective tape on arms and body.
Zip off long sleeves.
Polar fleece lining.
Rubberized shield breast badge securely sewn onto left breast.

CORPORATE UNIFORM : MALE

BLACK DOUBLE BREASTED TUNIC

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Style : Double breasted blazer , single vent at back .

6 large gold plated dye stamped fire buttons
and rings positioned on front of tunic in two rows of 3
Fully lined jacket with a left and right inside breast pocket , no flap
Two internal bottom pockets with external pocket flaps.
One small left breast pocket.
Tailored lapels neatly finished

1) Firemen : 3 gold dye stamped fire buttons and rings on each sleeve cuff , vertically positioned in a line up the sleeve

2) Officers : 1 Row gold braid on cuffs
 2 Row gold braid on cuffs
 3 Row gold braid on cuffs
 4 Row gold braid on cuffs
 5 Row gold braid on cuffs

MENS STEP OUT TROUSERS

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Metal zip fly

Standard belt loops 1cm x 4cm

Pleated front

Two slant side pockets , with good quality pocket bag fabric.

One jetted hip pocket button fastening

Standard leg bottoms

WHITE HEAVY WEIGHT SHIRTS (Magnum style)

Material: POLY / VISCOSE

20% Viscose 80% Polyester.

190 gram

Finish : Soft handle

Style: Two pleated breast pockets with Velcro closing flaps.

Stitched in permanent creases back and front.

Button through front.(4 hole buttons)

No badges on shirts.

Open / glad neck collar

Short sleeves:. Dummy / turn up cuffs

Buttons: Dye stamped gold button & button ring to be mounted on each pocket flap.

PILOT STYLE SHIRTS LONG SLEEVE

STANDARD WEIGHT FABRIC

Material: 112 grams per square meter.

35% Cotton 65% Polyester.

SABS : 1387 PART 9 P71

Standard weight shirting.

Style: Two patch breast pockets with flaps to button.

Button through front.

Fused / raised collar

Long sleeves:. Cuffs to button

Buttons: Dye stamped gold button & button ring to be mounted on each pocket flap.

STEP OUT FIRE CAPS

Chief Fire Officer

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Double gold oak leaf wreath hand embroidered on covered peak.

Black oak leaf band.

Small gold fire buttons

Black chin strap

Assistant Chief Fire Officer

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Single gold oak leaf wreath hand embroidered on covered peak.

Black oak leaf band.

Small gold fire buttons

Black chin strap

Station Officer

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Plain covered peak.

Black Oakleaf band.

Small gold fire buttons

Black chin strap

Fire mans caps

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Black shiny plastic peak plain

Small gold buttons and black Oak leaf band.

Black chin strap

METAL CAP BADGES FOR ABOVE CAPS

Firemans cap badge

With bolt and nut fitting

Closed nickel plated wreath with gold plated crossed axes soldered in centre.

Fire officers cap badge

With bolt and nut fitting

Open gold plated wreath with gold plated crossed axes soldered in centre.

BLACK FIRE TIES

With gold crossed fire axes

LEATHER BELT

30mm wide with silver buckle

Plain finish

CHELSEA SHOES

Colour : black

Polished leather uppers

Black parabellum sole

Elasticated sides

Sizes : 5 to 13

BLACK PARABELLUM SHOE

Lace up

Polished leather uppers

PARABELLUM sole.

SABS mark bearing SANS 421

CORPORATE UNIFORM : FEMALE

LADIES STEP OUT TROUSERS

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Metal zip fly

Standard belt loops 1cm x 4cm

Pleated front

Two slant side pockets , with good quality pocket bag fabric.

Standard leg bottoms

LADIES FORMAL SKIRTS

Fabric : 2ply plain weave 55% polyester 45% wool , weight 300grams , SABS 985 TYPE 39 , VO 807

Colour : black

Knee length.

Fully lined in acceptable quality lining.

Back slit .

No belt loops.

Nylon zip in back.

Fused waistband.

LADIES STYLE HEAVY WEIGHT SHIRTS SHORT SLEEVE (Magnum style)

Material: POLY / VISCOSE

20% Viscose 80% Polyester.

190 gram

Finish : Soft handle

Style: Two pleated breast pockets with Velcro closing flaps.

Stitched in permanent creases back and front.

Button through front.(4 hole buttons)

No badges on shirts.

Open / glad neck collar

Short sleeves: Dummy / turn up cuffs

Buttons: Dye stamped gold button & button ring to be mounted on each pocket flap.

LADIES STYLE PILOT SHIRTS LONG SLEEVE

STANDARD WEIGHT FABRIC

Material: 112 grams per square meter.

35% Cotton 65% Polyester.

SABS : 1387 PART 9 P71

Standard weight shirting.

Style: Two patch breast pockets with flaps to button.

Button through front.

Fused / raised collar

Long sleeves: Cuffs to button

Buttons: Dye stamped gold button & button ring to be mounted on each pocket flap.

LADIES PANTI HOSE

Extra – sheer

Colour : blackmail

LADIES BLACK COURT SHOES

Full leather uppers

Medium heel

Slip on

Brand : GREEN CROSS

UNIFORM ACCESSORIES**METALETTE BREAST BADGE**

Gold plated

Black rubberized base material

Plastic backing , pin and clutch attachment.

Coat of arms in centre.

Rank printed in black in scroll.

Minimum order 25 units

METAL NAME BADGE

Metal base plate gold plated.

Printed black lettering ,initials and surname.

Black line border

Fully glazed

Pin and clutch attachment

PHYSICAL TRAINING CLOTHING**P.T. SHORTS**

Draw cord in waist and elastic

Poly cotton fabric

Colours : navy or black

T-SHIRTS

Cotton fabric

Colour : navy

Crew neck

No badges included.

SPORTS SOCKS

Colour :white with coloured stripes.

CROSS TRAINER SHOES

Lace up

Leather and canvas uppers

Colour : white with blue and red trim

Shock absorbing sole

GOLF SHIRTS

100% Polyester with moisture management coating

Colour : navy

With matching collar.

3 button front on collar.

Open cuffs.

Embroidered logo on left breast.

BEANIE

100% Acrylic

Fold over with embroidered fireman's crossed axes logo.

Colour : Navy or black

SPECIFICATION OF TRAFFIC OFFICERS

1. Plain officers trevira wool traffic bronze stepout cap brown band.

1(b). Ranked officers trevira wool traffic bronza stepout cap with royal blue band and embroidered lurex rank markings.

- 3 leaf
- 5 leaf
- 7 leaf
- 9 leaf

2. Traffic bronza combat fatgue cap std size fits all.

2(b). Traffic bronza combat fatgue cap std size fits all with embroidered rank marking on peak.

- 3 leaf
- 5 leaf
- 7 leaf
- 9 leaf

3. Brown hi-tech combat fatgue boots.

4. Brown men's parrabellum officers round toe shoes.

4(b). Brown ladies parrabellum officers round toe shoes.

5. Traffic bronza 145guage knit long sleeve jersey with elbow patches & shoulder straps. Jersey to have the following insignua attached:

- Moulded rubberised municipal traffic flashes attached on each shoulder.
- Moulded rubberised municipal traffic star attached on left chest.

5(a). Traffic bronza 145guage knit s/s pullovers with shoulder straps.

Pullover to have the following insignia attached:

- Moulded rubberised municipal traffic flashes attached on each shoulder.
- Moulded rubberised municipal traffic star attached on left chest.

6. Traffic bronza pantera style heavier weight officers uniform shirts in s/sleeve with pleated front, 2 x pleated pocket, gladneck collar & 4 prong buttons.

All shirt to have the following attached:

- Embroided municipal traffic flashes attached on each shoulder.

7. Traffic bronza pantara style heavier weight officers uniform shirts in l/sleeve with pleated front, 2 x pleated pockets, formal collar & 4 prong buttons.

All shirts to have the following attached:

- Embroided municipal traffic flashes attached on each shoulder.

8. Traffic bronza combat fatgue trousers with 1 x patch pocket, back pockets draw string on bottoms, zipper & two botton closure & wind loops to accommodate a 60mm belt.

9. Traffic bronza trevira wool officers uniform step-out trousers with wide loops to accommodate 60mm belt, 2 x side pocket, trousers to have French bearer for added support.

10. Traffic bronza long woolblend opti-fresh socks.

10(a). Traffic bronza short opti-fresh mohair anklet socks.

11. Brown double leather plain weave 55mm border style belt with chrome buckle.
- 11(a).Brown 55mm web nylon belt with insert buckles & crested municipal traffic star badge attached.
- 12.Traffic bronza padded bunny “bomber” style winter jacket with zipper & press stud closure, 2 x hand warmer pocket, 1 x chest pocket , double collar, elasticised cuffs and waist band .All jackets to have insignia attached:
 - Moulded rubberised municipal traffic flashes attached on each shoulder.
 - Moulded rubberised municipal traffic star attached on left chest.
 - Embroided officers names direct onto garment above right pocket in gold thread.
- 13.Royal blue round capping metallette epaulets with gold button with 4 x gold raised wreaths.
- 13(a).Royal blue round capping metallette epaulets with gold button and 1 x gold raised wreaths & 1 x gold raised & 1 x silver bar.
- 13(b).Royal blue round capping epaulets with plain button & 1 x 3d solid gold bar.
14. Plain blue woven lanyards
- 15.Two tone traffic bronza & lime 100% waterproof multi-purpose rain & winter jacket with detachable hood, adjustable cuffs, press stud & zipper closure , padded inner, with 3m silver reflecting tape across chest.All jacket to have following insignia attached:
 - Moulded rubberised municipal traffic flashes attached on each shoulder.
 - Moulded rubberised municipal traffic star attached on left chest.
16. Royal blue ties with embroidered municipal traffic star attached.
- 17.Traffic bronza 100% waterproof unlined rain trousers with elasticised bottoms.
- 18.100% nylon white gloves.
19. Traffic bronza ladies formal undorm skirts with elasticised waist.
20. Beach bronza ladies stockings.
- 21.Brown ladies court shoes.
- 22.Royal blue ladies butterfly style bowtie.
- 23.Traffic bronza ladies rounded officers cap with petersham band.Cap to have the following insignia attached:
 - Moulded rubberised municipal traffic star attached front of cap.
24. Brass crested nametags with magnetics attachment with:
 - Name of officer & rank.
 - Okhahlamba protection services wording under name.
25. Traffic bronza knitted beanies std size fits all.Beeanie to have follow insignia attached:
 - Moulded rubberised municipal traffic star attached front of beanie.
- 26.Style LS804 rechargeable torches.
- 27.Brown leather plain weave handcuff pouches with press stud closure.
- 28.Brown leather plain weave holsters for CZ75 with press stud closure.
- 29.Brown leather plain weave magazine pouches for CZ75 with press stud closure.
- 30.Liquid bullet style pepper / teargas canisters with holder pouch.

31.SABS approved stainless double steel
hinged handcuffs.

SPECIFICATION FOR ROADS UNIFORM

Roads and storm water maintenance manager

Branding: Okhahlamba logo and Civil engineering under the logo (front)

No.	Description	Quantity	Sizes	Colour / TBC
1.	Long sleeve business work shirts	02	Small	
2.	Short sleeve business work shirts	02	Small	
3.	Polar fleece body warmer	02	Small	
4.	Golf T-shirts	01	Small	
5.	Packable jacket	01	Small	
6.	High viz yellow Water defender two tone reflective jacket	01	Medium	

Technicians and Admin clerk

Branding: Okhahlamba logo and Roads and stormwater admin under the logo (font)

No.	Description	Quantity	Sizes	Colour / TBC
7.	Legendary Long sleeve one pocket shirts	02	medium	
8.	Legendary Short sleeve one pocket shirts	02	medium	
9.	Polar fleece body warmer	01	medium	
10.	Golf T-shirts	01	Medium	
11.	Packable jacket	01	Medium	
12.	High viz yellow Water defender two tone reflective jacket	01	Medium	

Handy man

Brading: Okhahlamba logo and Handy man under the logo

No.	Description	Quantity	Sizes	Colour / TBC
1.	Legendary short sleeve one pocket shirt	2	Medium	
2.	Legendary vented long sleeve shirt	02	Medium	
3.	Parker jacket	02	Medium	
4.	Golf T-shirts	01	Medium	
5.	High viz yellow Water defender two tone reflective jacket	01	Medium	
6.	Packable jacket	01	Medium	

Technicians

Brading: Okhahlamba Logo and Civil engineering under the logo

No.	Description	Quantity	Sizes	Colour
1.	Long sleeve work shirts	02	medium	

2.	Short sleeve work shirts	02	medium	
3.	Polar fleece body warmer	01	Medium	
4.	Golf T-shirts	01	Medium	
5.	Cotton two tone short sleeve reflective work shirt	02	Medium	
6.	High viz yellow Water defender two tone reflective jacket	01	Medium	
7.	Packable jacket	01	Medium	

Drivers and operators' uniform sizes. (Roads and Storm-water) branding

Name	Uniform size	Boots size	HATS
Nkosi S	40 (L)	11	L
Nkosi P.H	36 (M)	7	L
Kubheka M	34 (M)	7	L
Ngubane S	40 (L)	7	L
Mfuphi Z	38 (M)	8	L
Xaba M	38 (L)	9	L
Tshabalala G.P	40 (L)	8	L
Shabalala M.L	38 (L)	9	L
Ndaba M	34 (M)	6	L
Hlongwane Q.A	34 (M)	9	L
Gambu H.B	34 (M)	8	L
Miya W	40 (L)	8	L
Khanyile S	34 (M)	9	L
Letaba LA	36 (M)	6	L
Letsela K.A	36 (M)	6	L
Gcwabaza L	36 (M)	6	L
Zwane T	34 (M)	9	L
Mazibuko S.A	38 (L)	9	L
Mbatha J.S	30 (M)	7	L
Tshabalala S.E	38 (M)	9	L
Motaung S.S	30 (S)	5	L
Hlongwane S E	38 (L)	9	L
Maphisa B	30 (S)	8	L
Mlangeni M	30 (M)	7	L
Malinga S. F	38 (L)	9	L
Hlongwane T	36(M)	5	L

Uniform description: colour TBC

1. Two versatex reflective work jacket.
2. Two versatex reflective work trousers
3. Maseru boots as per sizes
4. Sun hats as per sizes (legendary hat) (L)
5. kidney belts as per size
6. 2 x Golf T-shirts as per size
7. High visibility yellow as per sizes
8. 2pairs of Anklet socks as per sizes
9. High viz yellow Water defender two tone reflective jacke as per sizes
10. rain suit medium weight as per sizes

Caretakers' Uniform sizes. (Caretaker) branding

Name	Uniform Size	Gumboots size	Boot size	Hats
1.Sigubudu N.N.S	34 (M)	6	6	L
2.Mdladla B	32 (M)	8	8	L
3.Mlangeni M.E	32 (M)	8	8	L

Uniform description:

1. Two denim reflective conti jacket as per size.
2. Two denim reflective conti trouser as per size
3. Maseru boots as per sizes X 3
4. hats as per sizes
5. 2pairs of Anklet socks
6. Navy rain suit medium weight

Artisan's Uniform sizes (Roads and Storm-water) branding

Name	Uniform Size	Gumboots size	Boot Size	Hats
1. Zondo N	30(S)	7	7	L
2. Ntshingila L	32(M)	8	8	L
4. Sithole T. P	32(M)	8	8	L
5. Makhaza M.M	32(M)	9	9	L
6. Ndaba Nhlanhlehle	28 (M)	8	8	L
intern (female)	32 (M)	4	4	M

Uniform description:

1. Two denim reflective conti jacket as per size.
2. Two denim reflective conti trouser as per size
3. Maseru boots as per sizes X 5
4. 5 hats as per sizes
5. High viz yellow Water defender two tone reflective jacket
6. 2x Golf T-shirts as per sizes
7. 2pairs of Anklet socks
8. Navy rain suit medium weight

Protective clothing

1. Hard Hat sun shade
2. Safety helmet
3. Corded earplugs
4. Clear goggles
5. Nylon lycra nitratine gloves
6. Cotton latex crayfish gloves
7. PVC heavy weight shoulder/ elbow length gloves
8. Smooth pvc knit wrist gloves

SPECIFICATION FOR SPECIFICATION FOR MECHANICAL UNIFORM

- SABS Approved acid resistant and flame-retardant work trousers.
- SABS Approved acid resistant and flame-retardant work jacket.
- Heavy-duty multi pocket trouser
- Legendary two-tone short sleeve shirt
- Legendary long sleeve shirt
- T-Shirt 100% Polyester
- Golf T-shirt 100% Polyester
- Ripstop cargo multi-pocket shorts
- Water defender two tone reflective high viz fleece jacket
- Famous five pocket fleece jacket
- Steel toe cap Chelsea boots
- SABS Approved Gumboots
- Anklet socks
- Legendary Hat 100% cotton twill
- Beanie Hat 100% wool
- Welders leather apron
- Leather shoulder weld lined gloves
- Leather elbow weld lined gloves
- Safety goggles
- Raincoat 100% Polyester PVC

SPECIFICATION FOR PMU UNIFORM

- Women Sherpa Jacket
- Women Cotton Long Sleeve Shirt Khaki brown
- Women Golfer Short Sleeve
- Men's Famous Fire pocket sleeve jacket slim fit no side arm pocket (green)
- Khaki Hats brown
- Management navy Golfer short sleeve slim fit
- Long Sleeve Golfer slim fit blue
- Long Sleeve scotch Shirt
- Short Sleeve scotch Shirt
- Jacket blue

SPECIFICATION FOR HOUSING UNIFORM

DISCRIPTION	COLOUR
Parka Jacket	Fatigue
Women short sleeve shirt	Fatigue
Women long sleeve shirt	Fatigue
Women skirt	Khaki
Women Cargo short	Khaki
Women Golfer	Fatigue
Legendary short sleeve shirt	Fatigue
Legendary long sleeve shirt	Fatigue
Ultimate Golfer	Fatigue
Legendary multi-pocket cargo short	Khaki
Steel toe cap Chelsea boot	Brown
Non Steel toe cap Chelsea boot	Brown
Women cargo Trouser/24535	Khaki
Women Skirt	Khaki
Legendary Hat	Fatigue
High Viz waist coat	Yellow
Legendary Chino	Camel
Bodywarmer/21001	Fatigue
Safety Helmet/81060	Yellow

SPECIFICATION FOR ELECTRICAL UNIFORM AND PERSONAL PROTECTIVE CLOTHING

NO.	NAME	COLOUR
1	Rain suit with reflective tape	Navy
2	Reflective work jacket	Royal
3	Reflective work Trousers	Royal
4	Two tone reflective work jacket	Fluorescent yellow & Navy
5	Two tone reflective trousers	Fluorescent yellow & Navy
6	Two long sleeve reflective work shirt	Yellow & Navy
7	Two tone short sleeve reflective work shirt	Yellow & Navy
8	Men`s short sleeve shirt	Khaki
9	Legendary chinos trouser	Khaki
10	Legendary short shirt	Navy
11	Legendary long sleeve one pocket	Navy
12	Legendary hat	Khaki
13	Short sleeve work shirt	Khaki & Navy
14	The ultimate golfer	Navy
15	Two tone long sleeve fleece jacket	Lime green & Olive
16	Men`s quilted body warmer	Black
17	SABS approved acid/flame work jacket	Navy
18	SABS approved acid/flame work trousers	Navy
19	Denim reflective work jacket	indigo
20	Denim reflective work trousers	indigo
21	100% cotton reflective work jacket	Navy
22	100% cotton reflective work trousers	Navy

23	Legendary Chelsea boot	Brown
24	Maverick boots	Black
25	Shosholoza SABS gumboots	Black
26	Nylon lycra nitrafine gloves	Grey
27	Chrome leather fabric back gloves	Grey
28	Safety helmet	White
29	Scaffolding safety harness	High viz lime green

NB

- Jackets must have Okhahlamba Municipality Logo on the left-hand side (chest) and at the back must be written ELECTRICAL.
- Hats – Municipality logo in front and ELECTRICAL on the right-hand side.

ALL MUNICIPAL UNIFORM MUST BE ENGRAVED PER SPEC PROVIDED OR WILL BE PROVIDED ON ORDER POINT.

NB:

****The Municipality may request other safety clothing on adhoc basis as they be required.***

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
DEPARTMENT**

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

**APPOINTMENT OF THE PANEL FOR SUPPLY AND
DELIVERY OF UNIFORM AND PROTECTIVE
CLOTHING (EPWP, GENERAL WORKERS, ADMIN
WORKERS, TRAFFIC OFFICERS & FIRE
FIGHTERS)**

FORMS TO BE COMPLETED BY BIDDER

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/15 – TEC 07/2021**

**APPOINTMENT OF THE PANEL FOR SUPPLY AND DELIVERY OF UNIFORM AND
PROTECTIVE CLOTHING (EPWP, GENERAL WORKERS, ADMIN WORKERS,
TRAFFIC OFFICERS & FIRE FIGHTERS)**

FORM OF BID

FORM OF ACCEPTANCE

DEPARTMENT: _____

FORM OF BID: _____

**To: Municipal Manager
 P O Box 71
 Bergville
 3350**

1. I/we hereby bid to supply and deliver the goods as and when ordered by the Head of Department at prices quoted and/or to render all of any of the services described in the attached documents to the Okhahlamba Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that: the offer herein shall remain binding upon me/us and open for acceptance by the Okhahlamba Local Municipality during the validity period of 90 days indicated and calculated from the closing time of bid;
 - 2.1. this bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 2.2. if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Council may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Council and I/we will then pay to the Council any additional expense incurred by the Council having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Council shall also have the right to recover such additional expenditure by set-off against monies which may be due to become due to me/us under this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Council may sustain by reasons of my/our default;
 - 2.3. If my/our bid is accepted, the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that the SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

- 2.4. I/we understand that the Council is not bound to accept the lowest or any bid and also reserves the right to divide the contract between one or more bids;
- 2.5. this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us;
- 2.6. the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose Domicilium citandi et executandi in the Republic at (full address of this place):
-

3. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under the agreement as the Principal(s) liable for the due fulfillment of this contract.
5. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgment which may be pronounced against me/us as a result of such action.

5.1 Are you duly authorized to sign the bid? *

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

*Delete whichever is not applicable

SIGNATURE: _____

DATE: _____

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

NAME OF BIDDER: _____

POSTAL ADDRESS: _____

TELEPHONE NUMBERS: _____

FACSIMILE NUMBERS: _____

BID NUMBER: _____

NAME OF CONTACT PERSON: _____

Refer to the under-mentioned important Conditions:

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaire and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidders own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidders own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions of this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

**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.....
Closing Time	Closing Date

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)
----------	----------	-------------	--

1.	Required by:	
----	--------------	-------

	At:	
--	-----	-------

.....

2.	Brand and Model	
----	-----------------	-------

3.	Country of Origin	
----	-------------------	-------

-	Does the offer comply with the specification(s)?	*YES/NO
---	--	---------

4.	If not to specification, indicate deviation(s)	
----	--	-------

5.	Period required for delivery	
----	------------------------------	-------

*Delivery: Firm/Not firm

6.	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, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
DEPARTMENT**

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

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PROCUREMENT DOCUMENTS

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF 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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for, Price and B-BBEE Status level of Contribution

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

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

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

1.5 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-

Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary 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;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking

into account all factors of non-firm prices and all unconditional discounts;

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s \left(1 - \frac{P_t - P_{\min}}{P_t} \right)^{20} & \text{or} & P_s \left(1 - \frac{P_t - P_{\min}}{P_t} \right)^{10} \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

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

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

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an un-incorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number
:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audit lateral partum* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

WITNESSES:

.....

.....

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

- General Conditions

Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.

Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

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

A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

A bid will be disqualified if:

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

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

- Definitions

“bid” includes advertised competitive bids, written price quotations or proposals;

“bid price” price offered by the bidder, excluding value added tax (VAT);

“contract” means the agreement that results from the acceptance of a bid by an organ of state;

“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;

“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).

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

“local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

“stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

“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.

- The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Textiles, Clothing, leather and footwear	100%

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

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 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)

1. 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 remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

Bidding documents;
 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)

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

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

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

4. 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)**

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

An official order indicating service delivery instructions is forthcoming.

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

.....

.....

DATE:.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- (i) This Municipal Bidding Document must form part of all bids invited.
- (ii) It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- (iii) The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity'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 BID Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (iv) In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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).² Collusive bidding is a *pe 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 Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

10. Js9141w 4

PARTICULARS OF BIDDER

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

Name of Bidder:_____

Postal Address_____

Street Address_____

Telephone Number

Code_____Number_____

Cellphone Number_____

Facsimile Number Code_____Number_____

E-mail Address_____

Contact Person_____

Company / Enterprise Income Tax

Reference Number:_____

Has an original Tax Clearance Certificate been attached? (MBD2) (Tick one box)

☐ YES

☐ NO

Vat Registration Number_____

Company Registration No_____

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

☐ YES

☐ NO

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

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

YES / NO (If YES enclose proof)

A VALID TAX CLEARANCE CERTIFICATE MUST BE ATTACHED TO YOUR BID.

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

Signature: _____

Date: _____

Duly authorised to sign on behalf of: _____

Address: _____

Telephone Number: _____

Banking Details:

Name of Bank: _____

Account Number: _____

Branch Code: _____

ENQUIRY CONTACT DETAILS

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

MUNICIPALITY: OKHAHLAMBA LOCAL MUNICIPALITY
DEPARTMENT: FINANCE DEPARTMENT
CONTACT PERSON: MS T MAPHALALA
TEL: 036 448 8000 (Ext 8056)
FAX: 036 448 1986

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON:
MS N SHABALALA (TECHNICAL & EPWP) – 087 086 9320
MR E MTAMBO (ADMIN) - 036 448 8046
MS N MOLOI PMU- 087 086 9307
MRS S HADEBE – HOUSING – 087 086 9301
MR T KHUMALI ELECTRICAL --- 087 086 9316
MRS B MOLEFE MECHENICAL—036 448 1073
MR F HALGREEN (FIRE DEPARTMENT) - 071 168 3260
MR R MKHWANAZI (TRAFFIC OFFICERS) – 082 470 5674

FAX: 036 448 1986

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
DEPARTMENT**

CONTRACT NO: 8/1/1/4/15 – TEC 07/2021

**APPOINTMENT OF THE PANEL FOR SUPPLY AND
DELIVERY OF UNIFORM AND PROTECTIVE
CLOTHING (EPWP, GENERAL WORKERS, ADMIN
WORKERS, TRAFFIC OFFICERS & FIRE
FIGHTERS)**

FUNCTIONALITY

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/1 – SOC 02/2015
SUPPLY AND DELIVERY OF FIRE OFFICERS AND TRAFFIC OFFICERS UNIFORM FOR A
PERIOD OF ONE (1) YEAR FOR OKHAHLAMBA LOCAL MUNICIPALITY**

FUNCTIONALITY POINTS FOR BID EVALUATION

1. Bidders will first be evaluated on the following point scoring criteria and be subjected to a further evaluation thereafter; bidders will be further evaluated on the targeted procurement / preferential points.
2. Bidders, who do not score more than 70% upon the functionality, will not be considered for a further evaluation.
3. Bidders are to submit documentary proof and the page reference number in support of the description of items above as part of the bid document.
4. Points allocated column is for Municipal Official use only.
5. Stage 2 of Evaluation for shortlisted service provider will be requested for samples.

No	Description Items	Maximum Potential Score	Points Claim	Points Allocated	Page Reference number where proof attached.
1	Experience in relevant or similar service/project. (7) points per Project to the maximum of five projects). Attach proof of appointment letters or orders	35			
2	Number of recent Municipalities or Government departments your company has undertaken in the past 5 years. (6 points per municipality or Government department).	30			
3	SABS Approved	25			
4	Expected delivery date: 06 weeks - 10 points 08 weeks - 8 points 10 weeks - 5 points 12 weeks - 2points (Should delivery period not be met, 10% penalty fee will be charged)	10			
	TOTAL POINT	100			

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PRICING SCHEDULE

**OKHAHLAMBA LOCAL MUNICIPALITY
TECHNICAL, SOCIAL AND CORPORATE DEPARTMENT
CONTRACT NO: 8/1/1/4/15 – TEC 07/2021
APPOINTMENT OF THE PANEL FOR SUPPLY AND DELIVERY OF UNIFORM AND
PROTECTIVE CLOTHING (EPWP, GENERAL WORKERS, ADMIN WORKERS, TRAF-
FIC OFFICERS & FIRE FIGHTERS)**

PRICING SCHEDULE

SERVICE PROVIDERS ARE REQUESTED TO QUOTE PER BELOW :-

DESCRIPTION	PRICE PER UNIT (VAT EXCL) YEAR ONE	PRICE PER UNIT (VAT EXCL) YEAR TWO	PRICE PER UNIT (VAT EXCL) YEAR THREE
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- ON THE SERVICE PROVIDER LETTER HEAD FOR EACH ITEM (UNIT PRICE) LISTED ON THE SPECIFICATION SECTION (PAGE 27)
- ALL PRICES SHOULD BE VAT EXCLUSIVE
- ALL PRICES SHOULD BE TRANSPORT AND MARK UP INCLUSIVE
- EMBROIDERY COST SHOULD BE CHARGED SEPARATELY PER ITEM
- PLEASE ENSURE THE TOTALS OF ALL ADDED (YEAR 1, YEAR 2 & YEAR 3) AND MUST BE ENTERED ON THE COVER PAGE OF THIS DOCUMENT

OKHAHLAMBA LOCAL MUNICIPALITY

**TECHNICAL, SOCIAL AND CORPORATE
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CHECK LIST

CHECK LIST

No	Description	Ticked by Bidder	Ticked by Municipal Representative
1	Initial/ Sign of all pages		
2	Briefing Session attended on		
3	Closing/ Bid Submission at on		
4	Form of bid completed		
5	Valid Tax Clearance Certificate attached MBD 2		
6	Copy of CK Certificate		
7	Original valid B-BBEE Status Level Verification Certificates or certified copies		
8	Pricing Schedule completed – MBD 3.1		
9	Bid Declaration of interest Completed – MBD 4		
10	Preferential Points Claimed – MBD 6.1		
11	Preferential % Calculated and claimed		
12	Declaration Certificate for Local Production and Content – MBD 6.2		
13	Contract Form - Rendering Of Services – MBD 7.2		
14	Declaration Of Bidder's Past Supply Chain Management Practices – MBD 8		
15	Certificate Of Independent Bid Determination MBD 9		
16	All witnesses signed where it's required		
17	Particulars of Bidders Completed		
18	Functionality Score Card		
19	Pricing Schedule		