



Inkosi Langalibalele

LOCAL MUNICIPALITY – UMKHANDLU WENDAWO

CORPORATE SERVICES

BID DOCUMENT

BID NO: ILM 16/21/22

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY PERSONAL PROTECTIVE CLOTHING

BIDDER'S NAME:

.....

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ADVERTISEMENT



INKOSI LANGALIBALELE LOCAL MUNICIPALITY

Inkosi Langelibalele Local Municipality hereby invites tenders from all suitable qualified and experienced organizations/consortia in terms of section 83 of the Municipal systems Act, Act 32 (as amended) and sections 110 and 112 of the Municipal Finance Management Act, Act 56 of 2003

Project Name	Bid Number	Duration	Closing Date
Appointment of a Panel of Service Providers for the Supply and Delivery of Personal Protective Clothing on an "as and when required" basis for a Period of Three Years	ILM 16/21/22	3 Years	07 July 2022 @ 10h00 am

Tender documents will be available in pdf format as from **17 June 2022** in the Inkosi Langelibalele Municipality webpage (www.ilm.gov.za) and/or e-tenders website.

NB: OBJECTIVE CRITERIA

Service providers must meet the minimum threshold percentage for Textile, Clothing, Leather and Footwear in accordance with the terms of regulation 11 of the Preferential Procurement Regulations, 2017.

Only local produced goods or services that meet the stipulated minimum threshold for local production and content as determined by DTI will be considered for acceptance. Any tender that does not meet the minimum threshold is an unacceptable tender.

Functionality Points Table

No	Key aspect of criterion	Points allocated	Verification Method
1	Company previous completed projects in the relevant field 10 points per project	60	Please supply the proof in the form of reference letters/purchase orders (one project = Reference letter/Purchase order)
2	Company Profile Comprehensive (20 Points) Moderate (10 Points) Poor (5 Points)	20	Please supply a detailed Company Profile
3	Location of the Branch office 20 Points for Branch Office Within Inkosi Langelibalele 10 Points for Branch Office Within Uthukela District 05 Points for Branch Office Within KwaZulu Natal	20	Provide the proof of office site to which the company is operating

	Total Points	100	
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Please note that bidders must score a minimum of 60% on functionality criteria to qualify for further evaluation.

Tenders must be placed in a sealed envelope and clearly marked “**Appointment of a Panel of Service Providers for the Supply and Delivery of Personal Protective Clothing for a Period of Three Years**” **quoting the relevant Bid Number** must be deposited in the Tender box at ground floor, Inkosi Langalibalele Municipality, Victoria Street, Estcourt, 3310 by not later than the date and time stipulated above, where they will be opened and registered in public.

The evaluation of this tender shall be based on pre-qualification and functionality. The 80/20 preference points will be considered. Bidders are required to submit company's CSD (Central Supplier Database) Report, Certified CIPC Documents, Certified Identity Documents of all Directors, Valid copy of the Tax Clearance PIN from the Receiver of Revenue, Rates and Taxes Statement obtainable from the Local Municipality, alternatively, Valid Lease Agreement. Please note that the onus is upon the tenderer to ensure that the Tax matters together with municipal Rates and Taxes are **always** up to date.

Service providers operating in exempted areas shall submit an exemption letter obtainable from a Local Municipality.

BID ENQUIRIES

Bid enquiries are to be addressed to SCM Section - Mr Sthembiso Memela on the e-mail address: majiki@ilm.gov.za or telephone number: 036 342 7827

The INKOSI LANGALIBALELE Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept a bid in whole or any part. The municipality further reserves the right not to award this bid.

**Ms. Z.M NDLELA
ACTING MUNICIPAL MANAGER**

Notice: 18/22

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

CONDITIONS OF THE BID

A. GENERAL

1. Bid documents must be completed in black ink and prices must 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 Inkosi Langalibalele 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.
No bid will be accepted by fax or e-mail.
4. Bids are to remain open for acceptance for a period of one hundred and twenty (120) days from the date they are lodged and may be accepted at any time during the said period of one hundred and twenty (120) days.
5. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
6. Full details of services offered must be supplied together with the returnable documents. All additional documents returned with the bid documents must be firmly bound and marked as “**Additional**” to the specific bid reference number.
7. Only bids on Inkosi Langalibalele 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.**
8. **Corrections may not be made by means of a correcting fluid. In the event of a mistake having been made by the Bidder 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.**
9. Should it be considered necessary by the bidder that officials of Inkosi Langalibalele Local Municipality should proceed to other centres for inspection purposes, such costs shall be for the account of the bidder
10. This contract will be governed by Inkosi Langalibalele Local Municipality “Conditions of the Bid” and “general conditions of contract”. A Service Level Agreement will be signed both the Inkosi Langalibalele Local Municipality and the successful bidder.
11. The bidder must submit a comprehensive company profile, for example the founding company statements, as well as detailed exposition of previous work done.
12. Only bids received by the given time on the given closing date in the bid box will be considered.

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any 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. Supply to the purchaser under contract.
- 1.17. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.18. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.19. **“Manufacture”** means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.20. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22. **“Purchaser”** means the organization purchasing the goods.
- 1.23. **“Republic”** means the Republic of South Africa.
- 1.24. **“SCC”** means the Special Conditions of Contract.
- 1.25. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. **“Tort”** means in breach of contract.
- 1.28. **“Turnkey”** means a procurement process where one Consultant assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. **“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

- 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 analysis

8.1. All per-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 analyzed 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or

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

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

24. Anti-dumping and countervailing duties and rights

- 24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment 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.

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

SPECIAL CONDITIONS OF CONTRACT

1. DURATION OF CONTRACT

The successful service provider will be appointed to a panel for a period of thirty six (36) months from the date of confirmation of appointment of the Service Provider. The contract will be reviewed annually and may be cancelled at any stage based on the performance of the service provider.

2. PAYMENTS

All payments will be made to the service provider within thirty (30) days of receipt of an invoice. All invoices should be submitted by the 10th of each month.

3. SERVICE LEVEL AGREEMENT

- 3.1 A service level agreement will be entered into with the successful bidders.
- 3.2 Negotiations in respect of the service level agreement must be finalised within fourteen (14) calendar days of receipt of the letter of acceptance by the successful bidder."
- 3.3 Service level agreement entered into with the successful bidder will capture the time frames or performance applying to this contract.
- 3.4 Should no consensus be reached within fourteen (14) calendar days of finalising the Service Level Agreement (SLA), the Municipality will be entitled to:
- i) cancel its acceptance of the bid, or
 - ii) extend the negotiation period without prejudice to any of its other rights in terms of this contract or common law.

4. PRICE

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.

6. BID VALIDITY

This bid shall not be withdrawn during a period of one hundred and twenty (120) days from the date on which it is to be lodged and it may be accepted at any time during that period.

7. BID COMPLIANCE

The Bid must comply with the following:

- This bid or part thereof may not be ceded.

8. MEETINGS

Progress meetings will be held as and when required with the successful bidders.

9. 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.

11. OTHER MATTERS

Bidders must certify that he/she have no outstanding debts due to the Municipality where the bidder originates and any other Municipality or any service provider.

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

SPECIFICATION

1. PERSONAL PROTECTIVE CLOTHING LIST

COLOUR	PRODUCT	SIZE
Bottle Green	100% Cotton Reflective Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Bottle Green	100% Cotton Reflective Conti Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Royal Blue	100% Cotton Reflective Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Royal Blue	100% Cotton Reflective Conti Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Black/ Khaki/ Navy/ Stone	Versatex Mens Chino	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Charcoal/ Bottle Green/ Orange/ Red/ Navy/ White/ Olive/ Khaki/ Emerald/ Grey/ Black/ Royal	Versatex Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL), (XXXXXL)
Charcoal/ Bottle Green/ Orange/ Red/ Navy/ White/ Olive/ Khaki/ Emerald/ Grey/ Black/ Royal	Versatex Work Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54
Bottle Green/ Charcoal/ Black/ Emerald/ Olive/ Grey/ Navy/ Khaki/ Red/ Orange/ Royal Blue/ White	Versatex Hat	One size fits all
Blue and Charcoal/ Lime Green and Olive/ Orange and Navy/ Yellow and Navy	Versatex Lite Long Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Royal Blue	100% Cotton Woman Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)

Royal Blue	100% Cotton Woman Conti Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Royal Blue/ White/ Navy	Dustcoat	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Black/ Khaki/ Camel/ Navy/ Fern/ Dark Grey	Womens Stretch Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Black	Venice Ladies Shoes	3, 4, 5, 6, 7, 8
Black	Court Ladies Shoes	3, 4, 5, 6, 7, 8
Black	Boots Radical Shoe	5, 6, 7, 8, 9, 10, 11
Brown	Expedition Boots	4, 5, 6, 7, 8, 9, 10, 11
Black	Neoflex Boots	5, 6, 7, 8, 9, 10, 11
Brown/ Black	Hiker Boots	5, 6, 7, 8, 9, 10, 11
Black	Bova Hiker Boots	3, 4, 5, 6, 7, 8, 9, 10, 11
Tan	Namaqua Shoes 2.0	6, 7, 8, 9, 10, 11, 12
Brown	Namaqua Shoes	6, 7, 8, 9, 10, 11, 12
Taupe/ Brown	Karoo Boots	6, 7, 8, 9, 10, 11, 12
Brown	Kalahari Mens Shoes	6, 7, 8, 9, 10, 11, 12
Black	Utility Shoes	3, 4, 5, 6, 7, 8, 9, 10, 11
Taupe/ Brown	Womens Karoo Boots	3, 4, 5, 6, 7, 8
Brown/ Tan	Jim Green Razorback Boots	4, 5, 6, 7, 8, 9, 10, 11
Orange/ Black/ Blue/ Green/ Fatigue/ Khaki/ Navy/ Red/ White	100% Cotton Round Neck T-Shirt (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)
Blue/ Black/ Grey/ Navy	Polyester Work T (Short Sleeve T-Shirts)	(S), (M), (L), (XL), (XXL), (XXXL)
Red/ Charcoal/ Black/ Fern/ Dark Charcoal/ White/ Blue/ Navy/ Chilli/ Blue/ Emerald/ Lime Green/ Orange/ Fatigue/ Khaki	100% Cotton Classic Golfer T-Shirt (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Navy/ Blue/ Fern	100% Cotton Classic Golfer T-Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)

Orange/ Black/ Blue/ Green/ Fatigue/ Khaki/ Navy/ Red/ White	100% Cotton Round Neck T-Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Blue/ Fern/ Charcoal/ Navy/ Red/ White/ Dark Charcoal	100% Cotton Classic Womens Golfer (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)
Stone/ Navy/ Khaki/ Fatigue	100% Cotton Womens Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)
Cobalt Blue/ Fatigue/ Black/ Navy	Parka Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Brown/ Black/ Fatigue/ Navy	Mens Quilted Bodywarmer	(S), (M), (L), (XL), (XXL), (XXXL)
Brown/ Black/ Fatigue/ Navy	Womens Quilted Bodywarmer	(S), (M), (L), (XL), (XXL), (XXXL)
Navy/ Black/ Yellow/ Olive	Rainsuit	(S), (M), (L), (XL), (XXL), (XXXL)
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Rainsuits with Reflective Tape	
Black	Ankle Gumboots	4, 5, 6, 7, 8, 9, 10, 11
Black	General Purpose Gumboots	4, 5, 6, 7, 8, 9, 10, 11
Black/ Fatigue/ Navy/ Grey/ Khakhi	Ankle Socks	4-7, 8-12
Brown/ Royal/ Marron/ Khaki Melange/ Black/ Deep Red/ Sky Blue/ Navy/ Olive/ Charcoal Melange/ Airforce Blue Melange	Ribbed Socks	One size fits all
Black/ Grey/ Fatigue/ Navy/ White	Low Cut Socks	4-7, 8-12
Red	PW PVC Gloves (Wrist Length)	One size fits all
	Leather Gloves	One size fits all
	Leather Apron (adjustable neck)	One size fits all
	Palm Gloves	One size fits all
	Chainsaw Pants	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50

Black/ Khaki/ Camel/ Navy/ Fern/ Dark Grey/ Fatigue	Womens Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Stone/ Khaki/ Fatigue/ Navy	100% Cotton Womens Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ White/ Blue	Womens Short Sleeve Shirts	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ White	Womens Stretch Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Navy/ Pebble/ Airforce Blue/ Fern	Strech Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Stone/ Khaki/ Fatigue/ Navy	100% Cotton Womens Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Black and Pink	Thuli Ladies Chelsea Boots	3, 4, 5, 6, 7, 8, 9
Tan/ Brown/ Black	Rebel Crazy Horse Boots RE652	5, 6, 7, 8, 9, 10, 11
Red/ Blue/ Black/ Charcoal/ Navy/ Olive	Long Sleeve Famous Five Pocket Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Red/ Blue/ Black/ Charcoal/ Navy/ Olive/ Fern	Womens Famous Five Pocket Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Charcoal/ Forest Green/ Deep Red/ Navy	Womens Crew Neck Jersey	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Alpine/ Green/ Charcoal/ Fatigue/ Red/ Navy/ Orange/ Cobalt Blue	100% Cotton Crew Neck Sweater	(S), (M), (L), (XL), (XXL), (XXXL)
Charcoal/ Black/ Forest Green/ Deep Red/ Fatigue/ Mid Blue/ Navy	Fine Gauge ¼ Zip Jersey	(S), (M), (L), (XL), (XXL), (XXXL)
Fatigue/ Navy	Legendary Crew Neck Jersey	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Green/ Charcoal/ Red/ Navy/ Blue/ Orange/ Fatigue	100% Cotton Hoodie	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Olive/ Navy	Essential Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Blue/ Black/ Navy	Womens ¾ Sleeve Blouse	(S), (M), (L), (XL), (XXL), (XXXL)
Charcoal/ Navy/ Olive/ Khaki	Versatex Cargo Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Khaki/ Black/ Fatigue/ Navy	100% Cotton Legendary Multi-Pocket Cargo Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50

Navy/ Dark Khaki/ Charcoal/ Fatigue/ Khaki	Super Strength Multi-Pocket Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Navy/ Khaki/ Camel/ Dark Grey/ Fern	Heavy duty Multi-Pocket Trouser	30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Moss Green/ Fatigue/ Navy/ Khaki/ Putty	Womens Ripstop Cargo Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Bark/ Dark Camel/ Stone/ Thyme	Limited Edition Vintage Canvas Cargo Shorts	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Stone/ Navy/ Khaki/ Fatigue/ White/ Blue/ Black	100% Cotton Legendary Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Blue/ Black/ White/ Navy/ Khaki/ Fatigue/ Stone/ Indigo Denim	100% Cotton Legendary One Pocket Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Blue/ Fatigue/ Khaki/ Stone	100% Cotton Legendary Vented Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Fatigue/ Khaki/ Stone	100% Cotton Legendary Vented Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Stone/ Navy/ Khaki/ Fatigue/ White/ Blue/ Black/ Fatigue and Stone/ Navy and Stone	100% Cotton Legendary Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Deep Red/ Charcoal/ Fatigue/ Navy	Legendary Full Zip Jersey	(S), (M), (L), (XL), (XXL), (XXXL)
Brown/Black	Steel Toe Cap Chelsea Boot	5, 6, 7, 8, 9, 10, 11
Brown/ Black	Chelsea Boot	3, 4, 5, 6, 7, 8, 9, 10, 11
Black	Trainer Shoes	4, 5, 6, 7, 8, 9, 10, 11
Brown/Black	Nebula Boots	5, 6, 7, 8, 9, 10, 11
Navy/ Fatigue/ Khaki	100% Cotton Legendary Hat	One size fits all
	Brush cutting Visor / Face Shield	
	Welding Gloves	
Grey	Nylon Lycra Nitrafine Gloves	
	Leggings (Stone Guard)	
	Clear Goggles	
Red	Clear Firemans Goggles	

	Anti Fog Lens Clear Goggles	
	Dust Mask	
	Harness/Brushcutting Machine Holding Belt	
	Hard Hat	
	Kidney Belts	(S), (M), (L)
Black/ Fatigue/ Navy	Mens Quilted Sherpa Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Bark/ Fern/ Blue/ Navy	Mens Packable Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Blue/ Bark/ Fern/ Black/ Grey/ Navy	Womens Packable Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Brown/ Black/ Tan	Classic Belt	(S), (M), (L), (XL), (XXL), (XXXL)
Brown	Stitched Belt	(S), (M), (L), (XL), (XXL), (XXXL)
Black/ Brown	Oribi Boots	5, 6, 7, 8, 9, 10, 11
Industrial Green	Acid Resistant Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Industrial Green/ Navy	Acid Resistant Reflective Work Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Fern Green/ Navy	Flame Retardant Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Fern Green/ Navy	Flame Retardant Reflective Work Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Olive/ Navy/ Black	Water Defender Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Indigo (Denim)	Denim Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Indigo (Denim)	Denim Strong Work Jeans (Trousers)	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Charcoal/ Olive/ Camel/ Grey/ Blue	Melange Tee (Short Sleeve T-Shirt)	(S), (M), (L), (XL), (XXL), (XXXL)
Cobalt Blue with Grey Lining/ Grey with Black Lining/ Black with Grey Lining/ Navy with Red Lining/ Fatigue with Khaki Lining	Mens Softshell Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Cobalt Blue with Grey Lining/ Grey with Black Lining/ Black with Grey Lining/ Navy with Red Lining/ Fatigue with Khaki Lining	Womens Softshell Jacket	(S), (M), (L), (XL), (XXL), (XXXL)

Yellow and Navy/ Orange and Navy	100% Cotton Two Tone Short Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Yellow and Navy/ Orange and Navy	100% Cotton Vented Long Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL)
Orange and Navy/ Yellow and Navy	Two Tone Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
Orange and Navy/ Yellow and Navy	Two Tone Reflective Work Trouser	26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Orange/ Yellow	High Viz Work T-Shirts	(S), (M), (L), (XL), (XXL), (XXXL)
Orange/ Yellow/ Orange and Navy/ Yellow and Navy	Essential High Viz Reflective Jacket	(S), (M), (L), (XL), (XXL), (XXXL)
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Work T (Short Sleeve T-Shirts)	(S), (M), (L), (XL), (XXL), (XXXL)
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Cap	One size fits all
Black/ Khaki/ Fatigue/ Navy	Legendary Cap	One size fits all
Black/ Brown/ Yellow	Maverick Boots	4, 5, 6, 7, 8, 9, 10, 11
Clear	First Aid Factory Refill	One size
	Kidney Belts	
High Viz Yellow/ High Viz Orange	High Visibility Vest	(S), (M), (L), (XL), (XXL), (XXXL)
Indigo (Denim)	Womens Work Jeans	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Indigo (Denim)	Womens Long Sleeve Denim Work Shirts	(S), (M), (L), (XL), (XXL), (XXXL)
Indigo (Denim)	Seven Pocket Denim Jeans	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50
Dark Charcoal/ Khaki/ Fatigue/ Navy	Tailored Chino	30, 32, 34, 36, 38, 40
Mirror Silver	VS 9390 Indoor/Outdoor Spectacles	One size fits all
Municipality Logo	Embroidery	Standard
Black/ White/ Navy/ Brown/ Blue/ Red/ Yellow/ Green	Letter (Alphabet)	Standard

2. PERSONAL PROTECTIVE EQUIPMENT LIST (SPECIAL REQUIREMENT)

2.1. TRAFFIC OFFICERS

COLOUR	PRODUCT	SIZE
Brown	Anti-Static, Slip and Oil Resistant Combat Boots	3, 4, 5, 6, 7, 8, 9, 10, 11, 12
Brown	Full Grain Leather Upper, Anti Slip and Oil Resistant Step Out Shoes – Square Toes (Women)	3, 4, 5, 6, 7, 8, 9
Brown	Full Grain Leather Upper/Smooth Side Leather Upper, Anti Slip and Oil Resistant Step Out Shoes – Square Toes (Men)	4, 5, 6, 7, 8, 9, 10, 11, 12
Brown	SABS Specifications Combat Multi Pocket Trouser	32, 34, 36, 38, 40, 42, 44, 46, 48
Brown	SABS Specifications Plain Bottom Step Out Trouser	32, 34, 36, 38, 40, 42, 44, 46, 48
Brown	SABS Specifications Step Out Skirt	32, 34, 36, 38, 40, 42, 44, 46, 48
Yellow and Blue/ Yellow and Orange/ Yellow/ Orange	Zip Off Long Sleeves High Visibility Reflective Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Heavy Weight Double Pleated Breast Pockets Long Sleeve Shirt with Pen Slot Stitched in Permanent Creases with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Pantera Double Pleated Breast Pockets Long Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Heavy Weight Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot Stitched in Permanent Creases with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Pantera Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Genuine Leather Step Out Belt	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)

Brown	Combat Belt with Badge	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Flat Knit Medium Weight V Neck Jersey with epaulettes, Elbow Patches and Waistband	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Wind Breaker Double Collar Bunny Style Patrol Jacket with Two Breast Pockets, Epaulettes and Two Slant Hand Warmer Side Pockets	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Navy/ Brown	100% Cotton Golf T-Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Combat Caps	One Size Fits All
Brown and Blue	Step Out Caps	
Brown	Beanies	One Size Fits All
Blue	Lanyards	
Blue	Clip On Tie	
Gold	Tie Holder/Clip	
Brown	Bullet Proof Vest (Female)	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Brown	Bullet Proof Vest (Female)	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
	Handcuffs with Pouch and Key	
	LED Torch Rechargeable Maglight (LED Lenser)	
	Pepper Spray	
	Extendable (Telescopic) Police Batton With Holder	
	Rubber Epaulettes with 2 Gold Wreath and Gold But	
Blue	Epaulettes with 2 Gold Wreath and Gold But	
	Rubber Epaulettes with 3 Gold Wreath and Gold But	
Blue	Epaulettes with 3 Gold Wreath and Gold But	
	Jump Suit / Overall	
	Floppy Hat	

Municipal Traffic Department Logo (Normal Badge)	Embroidery	Standard
Municipal Traffic Department Logo (Arm Flashes Badge)	Embroidery	Standard
Black/ White/ Navy/ Brown/ Blue/ Red/ Yellow/ Green	Letter (Alphabet)	Standard

2.2. FIRE AND RESCUE SERVICES

COLOUR	PRODUCT	SIZE
Navy	SABS Specifications Plain Bottom Step Out Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48
Navy	SABS Specifications Combat Multi Pocket Trouser with Checkerboard Reflective Tape	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48
Navy	Combat Short Sleeve Shirt with Checkerboard Reflective Tape and Double Pleated Breast Pockets Stitched in Permanent Creases with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)
White	Pantera Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)
Navy/ Black	Wind Breaker Double Collar Bunny Style Winter Jacket with Two Breast Pockets, Epaulettes and Two Slant Hand Warmer Side Pockets	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Navy	Flat Knit Medium Weight V Neck Jersey with epaulettes, Elbow Patches and Waistband	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)
Navy/ Black	SABS Specifications Safety Bunker Pants with Checkerboard Reflective Tape	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48
Navy/ Black	SABS Specifications Safety Bunker Jackets with Checkerboard Reflective Tape	(S), (M), (L), (XL), (XXL), (XXXL)
Navy/ Black/ Red	SABS Specification Fire Fighting Balaclava/ Fire Fighting Hoods	One size fits all
Yellow/ Black/ Red	SABS Specifications Fire / Rescue Gloves	One size fits all
Black and Yellow/ Yellow and Black/ Black/ Yellow	SABS Specifications Fire Fighting Insulated Rubber Boots	5, 6, 7, 8, 9, 10, 11

Yellow/ Blue	SABS Specifications Fully Encapsulated Chemical Protection Level A Hazmat Suit	(S), (M), (L), (XL), (XXL)
Navy	100% Cotton Round Neck T-Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)
Navy	100% Cotton Golf T-Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)
Black	Step Out Belts with Badge	One size fits all
Navy	Beanies with Badge	One size fits all
Navy/ Red	SABS Specifications Fire Fighting Helmet with Visor	One size fits all

2.3. ELECTRICITY

COLOUR	PRODUCT	SIZE
Royal Blue	Flash Suit: ARC Switching Suit HRC4 ATPV 51 CAL/CM2 Complete in carry bag Product Ratings: IEC, SANS	(S), (M), (L), (XL)

3. WORKING MATERIAL ACCESSORIES

COLOUR	PRODUCT	SIZE
Orange/ Yellow	Traffic Cone with Reflective Tape	300mm
Orange/ Yellow	Traffic Cone with Reflective Tape	450mm
Red	Traffic Emergency Flag with Reflective Tape	500mmx500mm
Red and White	Barrier Tape/Safety Tape	100m
Metal Box	First Aid Kit	Regulation 3
Metal Box	First Aid Kit	Regulation 7
Black/ Green/ Blue/ White	3 Ply Face Cloth Mask	One size fits all
Baby Blue/ Black	3 Ply Disposable Face Mask	One size fits all
White	Disposable Coverall	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

FORM OF BID

To: Municipal Manager
P O Box 15
Estcourt
3310

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 Inkosi Langalibalele 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 Inkosi Langalibalele during the validity period of 90 days indicated and calculated from the closing time of bid;
 - This bid and its acceptance shall be subject to the terms and conditions contained in the Preference Points Claim Form;
 - 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;
 - 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;
 - 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;

- this bid, together with Council's written acceptance thereof, shall constitute a binding contract between us that this contract or part thereof shall not be ceded;
- 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 Dom cilium citadel et executant in the Republic at (full address of this place):

- 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.
- 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.
- 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.

6. Are you duly authorized to sign the bid?

YES	NO
-----	----

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

YES	NO
-----	----

*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.

**INKOSI LANGALIBALELE LOCAL MUNICIPALITY
CORPORATE SERVICES**

**BID NO: ILM 16/21/22: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL
PROTECTIVE CLOTHING AS AND WHEN REQUIRED**

QUOTATION FORM

1. PERSONAL PROTECTIVE CLOTHING

COLOUR	PRODUCT	SIZE	PRICE (each) – YEAR 1 (VAT INCL.)	PRICE (each) – YEAR 2 (VAT INCL.)	PRICE (each) – YEAR 3 (VAT INCL.)
Bottle Green	100% Cotton Reflective Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Bottle Green	100% Cotton Reflective Conti Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Royal Blue	100% Cotton Reflective Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Royal Blue	100% Cotton Reflective Conti Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Black/ Khaki/ Navy/ Stone	Versatex Mens Chino	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Charcoal/ Bottle Green/ Orange/ Red/ Navy/ White/ Olive/ Khaki/ Emerald/ Grey/ Black/ Royal	Versatex Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL), (XXXXXL)			
Charcoal/ Bottle Green/ Orange/ Red/ Navy/ White/ Olive/ Khaki/ Emerald/	Versatex Work Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54			

Grey/ Black/ Royal					
Bottle Green/ Charcoal/ Black/ Emerald/ Olive/ Grey/ Navy/ Khaki/ Red/ Orange/ Royal Blue/ White	Versatex Hat	One size fits all			
Blue and Charcoal/ Lime Green and Olive/ Orange and Navy/ Yellow and Navy	Versatex Lite Long Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Royal Blue	100% Cotton Woman Conti Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Royal Blue	100% Cotton Woman Conti Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Royal Blue/ White/ Navy	Dustcoat	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Black/ Khaki/ Camel/ Navy/ Fern/ Dark Grey	Womens Stretch Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Black	Venice Ladies Shoes	3, 4, 5, 6, 7, 8			
Black	Court Ladies Shoes	3, 4, 5, 6, 7, 8			
Black	Boots Radical Shoe	5, 6, 7, 8, 9, 10, 11			

Brown	Expedition Boots	4, 5, 6, 7, 8, 9, 10, 11			
Black	Neoflex Boots	5, 6, 7, 8, 9, 10, 11			
Brown/ Black	Hiker Boots	5, 6, 7, 8, 9, 10, 11			
Black	Bova Hiker Boots	3, 4, 5, 6, 7, 8, 9, 10, 11			
Tan	Namaqua Shoes 2.0	6, 7, 8, 9, 10, 11, 12			
Brown	Namaqua Shoes	6, 7, 8, 9, 10, 11, 12			
Taupe/ Brown	Karoo Boots	6, 7, 8, 9, 10, 11, 12			
Brown	Kalahari Mens Shoes	6, 7, 8, 9, 10, 11, 12			

Black	Utility Shoes	3, 4, 5, 6, 7, 8, 9, 10, 11			
Taupe/ Brown	Womens Karoo Boots	3, 4, 5, 6, 7, 8			
Brown/ Tan	Jim Green Razorback Boots	4, 5, 6, 7, 8, 9, 10, 11			
Orange/ Black/ Blue/ Green/ Fatigue/ Khaki/ Navy/ Red/ White	100% Cotton Round Neck T-Shirt (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			
Blue/ Black/ Grey/ Navy	Polyester Work T (Short Sleeve T-Shirts)	(S), (M), (L), (XL), (XXL), (XXXL)			
Red/ Charcoal/ Black/ Fern/ Dark Charcoal/ White/ Blue/ Navy/ Chilli/ Blue/ Emerald/ Lime Green/ Orange/ Fatigue/ Khaki	100% Cotton Classic Golfer T-Shirt (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Navy/ Blue/ Fern	100% Cotton Classic Golfer T-Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			
Orange/ Black/ Blue/ Green/ Fatigue/ Khaki/ Navy/ Red/ White	100% Cotton Round Neck T-Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			

Black/ Blue/ Fern/ Charcoal/ Navy/ Red/ White/ Dark Charcoal	100% Cotton Classic Womens Golfer (Short Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			
Stone/ Navy/ Khaki/ Fatigue	100% Cotton Womens Shirt (Long Sleeve)	(S), (M), (L), (XL), (XXL), (XXXL)			
Cobalt Blue/ Fatigue/ Black/ Navy	Parka Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Brown/ Black/ Fatigue/ Navy	Mens Quilted Bodywarmer	(S), (M), (L), (XL), (XXL), (XXXL)			
Brown/ Black/ Fatigue/ Navy	Womens Quilted Bodywarmer	(S), (M), (L), (XL), (XXL), (XXXL)			
Navy/ Black/ Yellow/ Olive	Rainsuit	(S), (M), (L), (XL), (XXL), (XXXL)			
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Rainsuits with Reflective Tape				
Black	Ankle Gumboots	4, 5, 6, 7, 8, 9, 10, 11			
Black	General Purpose Gumboots	4, 5, 6, 7, 8, 9, 10, 11			
Black/ Fatigue/ Navy/ Grey/ Khakhi	Ankle Socks	4-7, 8-12			
Brown/ Royal/ Marron/ Khaki Melange/	Ribbed Socks	One size fits all			

Black/ Deep Red/ Sky Blue/ Navy/ Olive/ Charcoal Melange/ Airforce Blue Melange					
Black/ Grey/ Fatigue/ Navy/ White	Low Cut Socks	4-7, 8-12			
Red	PW PVC Gloves (Wrist Length)	One size fits all			
	Leather Gloves	One size fits all			
	Leather Apron (adjustable neck)	One size fits all			
	Palm Gloves	One size fits all			
	Chainsaw Pants	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Black/ Khakhi/ Camel/ Navy/ Fern/ Dark Grey/ Fatigue	Womens Skirt	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Stone/ Khaki/ Fatigue/ Navy	100% Cotton Womens Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ White/ Blue	Womens Short Sleeve Shirts	(S), (M), (L), (XL), (XXL), (XXXL)			

Black/ White	Womens Stretch Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Navy/ Pebble/ Airforce Blue/ Fern	Strech Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Stone/ Khaki/ Fatigue/ Navy	100% Cotton Womens Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Black and Pink	Thuli Ladies Chelsea Boots	3, 4, 5, 6, 7, 8, 9			
Tan/ Brown/ Black	Rebel Crazy Horse Boots RE652	5, 6, 7, 8, 9, 10, 11			
Red/ Blue/ Black/ Charcoal/ Navy/ Olive	Long Sleeve Famous Five Pocket Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Red/ Blue/ Black/ Charcoal/ Navy/ Olive/ Fern	Womens Famous Five Pocket Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Charcoal/ Forest Green/ Deep Red/ Navy	Womens Crew Neck Jersey	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Alpine/ Green/ Charcoal/ Fatigue/ Red/ Navy/ Orange/ Cobalt Blue	100% Cotton Crew Neck Sweater	(S), (M), (L), (XL), (XXL), (XXXL)			
Charcoal/ Black/ Forest Green/ Deep	Fine Gauge ¼ Zip Jersey	(S), (M), (L), (XL), (XXL), (XXXL)			

Red/ Fatigue/ Mid Blue/ Navy					
Fatigue/ Navy	Legendary Crew Neck Jersey	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Green/ Charcoal/ Red/ Navy/ Blue/ Orange/ Fatigue	100% Cotton Hoodie	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Olive/ Navy	Essential Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Blue/ Black/ Navy	Womens ¾ Sleeve Blouse	(S), (M), (L), (XL), (XXL), (XXXL)			
Charcoal/ Navy/ Olive/ Khaki	Versatex Cargo Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Khaki/ Black/ Fatigue/ Navy	100% Cotton Legendary Multi- Pocket Cargo Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Navy/ Dark Khaki/ Charcoal/ Fatigue/ Khaki	Super Strength Multi- Pocket Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Navy/ Khaki/ Camel/ Dark Grey/ Fern	Heavy duty Multi- Pocket Trousers	30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Moss Green/ Fatigue/ Navy/ Khaki/ Putty	Womens Ripstop Cargo Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Bark/ Dark Camel/ Stone/ Thyme	Limited Edition Vintage Canvas Cargo Shorts	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			

Stone/ Navy/ Khaki/ Fatigue/ White/ Blue/ Black	100% Cotton Legendary Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Blue/ Black/ White/ Navy/ Khaki/ Fatigue/ Stone/ Indigo Denim	100% Cotton Legendary One Pocket Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Blue/ Fatigue/ Khaki/ Stone	100% Cotton Legendary Vented Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Fatigue/ Khaki/ Stone	100% Cotton Legendary Vented Long Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Stone/ Navy/ Khaki/ Fatigue/ White/ Blue/ Black/ Fatigue and Stone/ Navy and Stone	100% Cotton Legendary Short Sleeve Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Deep Red/ Charcoal/ Fatigue/ Navy	Legendary Full Zip Jersey	(S), (M), (L), (XL), (XXL), (XXXL)			
Brown/Black	Steel Toe Cap Chelsea Boot	5, 6, 7, 8, 9, 10, 11			
Brown/ Black	Chelsea Boot	3, 4, 5, 6, 7, 8, 9, 10, 11			
Black	Trainer Shoes	4, 5, 6, 7, 8, 9, 10, 11			
Brown/Black	Nebula Boots	5, 6, 7, 8, 9, 10, 11			
Navy/ Fatigue/ Khaki	100% Cotton Legendary Hat	One size fits all			

	Brush cutting Visor / Face Shield				
	Welding Gloves				
Grey	Nylon Lycra Nitrafine Gloves				
	Leggings (Stone Guard)				
	Clear Goggles				
Red	Clear Firemans Goggles				
	Anti Fog Lens Clear Goggles				
	Dust Mask				
	Harness/Brushcutting Machine Holding Belt				
	Hard Hat				

	Kidney Belts	(S), (M), (L)			
Black/ Fatigue/ Navy	Mens Quilted Sherpa Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Bark/ Fern/ Blue/ Navy	Mens Packable Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Blue/ Bark/ Fern/ Black/ Grey/ Navy	Womens Packable Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Brown/ Black/ Tan	Classic Belt	(S), (M), (L), (XL), (XXL), (XXXL)			
Brown	Stitched Belt	(S), (M), (L), (XL), (XXL), (XXXL)			
Black/ Brown	Oribi Boots	5, 6, 7, 8, 9, 10, 11			
Industrial Green	Acid Resistant Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Industrial Green/ Navy	Acid Resistant Reflective Work Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Fern Green/ Navy	Flame Retardant Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			

Fern Green/ Navy	Flame Retardant Reflective Work Trousers	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Olive/ Navy/ Black	Water Defender Fleece Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Indigo (Denim)	Denim Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Indigo (Denim)	Denim Strong Work Jeans (Trousers)	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Charcoal/ Olive/ Camel/ Grey/ Blue	Melange Tee (Short Sleeve T-Shirt)	(S), (M), (L), (XL), (XXL), (XXXL)			
Cobalt Blue with Grey Lining/ Grey with Black Lining/ Black with Grey Lining/ Navy with Red Lining/ Fatigue with Khaki Lining	Mens Softshell Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Cobalt Blue with Grey Lining/ Grey with Black Lining/ Black with Grey Lining/ Navy with Red Lining/ Fatigue with Khaki Lining	Womens Softshell Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Yellow and Navy/ Orange and Navy	100% Cotton Two Tone Short Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			

Yellow and Navy/ Orange and Navy	100% Cotton Vented Long Sleeve Reflective Work Shirt	(S), (M), (L), (XL), (XXL), (XXXL)			
Orange and Navy/ Yellow and Navy	Two Tone Reflective Work Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
Orange and Navy/ Yellow and Navy	Two Tone Reflective Work Trouser	26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Orange/ Yellow	High Viz Work T-Shirts	(S), (M), (L), (XL), (XXL), (XXXL)			
Orange/ Yellow/ Orange and Navy/ Yellow and Navy	Essential High Viz Reflective Jacket	(S), (M), (L), (XL), (XXL), (XXXL)			
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Work T (Short Sleeve T-Shirts)	(S), (M), (L), (XL), (XXL), (XXXL)			
High Viz Lime Green/ High Viz Yellow/ High Viz Orange	High Viz Cap	One size fits all			
Black/ Khaki/ Fatigue/ Navy	Legendary Cap	One size fits all			
Black/ Brown/ Yellow	Maverick Boots	4, 5, 6, 7, 8, 9, 10, 11			
Clear	First Aid Factory Refill	One size			

	Kidney Belts				
High Viz Yellow/ High Viz Orange	High Visibility Vest	(S), (M), (L), (XL), (XXL), (XXXL)			
Indigo (Denim)	Womens Work Jeans	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Indigo (Denim)	Womens Long Sleeve Denim Work Shirts	(S), (M), (L), (XL), (XXL), (XXXL)			
Indigo (Denim)	Seven Pocket Denim Jeans	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50			
Dark Charcoal/ Khaki/ Fatigue/ Navy	Tailored Chino	30, 32, 34, 36, 38, 40			
Mirror Silver	VS 9390 Indoor/Outdoor Spectacles	One size fits all			
Municipality Logo	Embroidery	Standard			
Black/ White/ Navy/ Brown/ Blue/ Red/ Yellow/ Green	Letter (Alphabet)	Standard			

2. PERSONAL PROTECTIVE EQUIPMENT LIST (SPECIAL REQUIREMENT)

2.1. TRAFFIC OFFICERS

COLOUR	PRODUCT	SIZE	PRICE (each) – YEAR 1 (VAT INCL.)	PRICE (each) – YEAR 2 (VAT INCL.)	PRICE (each) – YEAR 3 (VAT INCL.)
Brown	Anti-Static, Slip and Oil Resistant Combat Boots	3, 4, 5, 6, 7, 8, 9, 10, 11, 12			
Brown	Full Grain Leather Upper, Anti Slip and Oil Resistant Step Out Shoes – Square Toes (Women)	3, 4, 5, 6, 7, 8, 9			
Brown	Full Grain Leather Upper/Smooth Side Leather Upper, Anti Slip and Oil Resistant Step Out Shoes – Square Toes (Men)	4, 5, 6, 7, 8, 9, 10, 11, 12			
Brown	SABS Specifications Combat Multi Pocket Trouser	32, 34, 36, 38, 40, 42, 44, 46, 48			
Brown	SABS Specifications Plain Bottom Step Out Trouser	32, 34, 36, 38, 40, 42, 44, 46, 48			
Brown	SABS Specifications Step Out Skirt	32, 34, 36, 38, 40, 42, 44, 46, 48			
Yellow and Blue/ Yellow and Orange/ Yellow/ Orange	Zip Off Long Sleeves High Visibility Reflective Jacket	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Heavy Weight Double	(S), (M), (L), (XL), (XXL),			

	Pleated Breast Pockets Long Sleeve Shirt with Pen Slot Stitched in Permanent Creases with Epaulettes ready buttons and Permanent Name Tags	(XXXL), (XXXXL)			
Brown	Pantera Double Pleated Breast Pockets Long Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Heavy Weight Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot Stitched in Permanent Creases with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Pantera Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			

Brown	Genuine Leather Step Out Belt	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Combat Belt with Badge	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Flat Knit Medium Weight V Neck Jersey with epaulettes, Elbow Patches and Waistband	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Wind Breaker Double Collar Bunny Style Patrol Jacket with Two Breast Pockets, Epaulettes and Two Slant Hand Warmer Side Pockets	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Navy/ Brown	100% Cotton Golf T-Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Combat Caps	One Size Fits All			
Brown and Blue	Step Out Caps				
Brown	Beanies	One Size Fits All			
Blue	Lanyards				
Blue	Clip On Tie				
Gold	Tie Holder/Clip				

Brown	Bullet Proof Vest (Female)	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Brown	Bullet Proof Vest (Female)	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
	Handcuffs with Pouch and Key				
	LED Torch Rechargeable Maglight (LED Lenser)				
	Pepper Spray				
	Extendable (Telescopic) Police Batton With Holder				
	Rubber Epaulettes with 2 Gold Wreath and Gold But				
Blue	Epaulettes with 2 Gold Wreath and Gold But				
	Rubber Epaulettes with 3 Gold Wreath and Gold But				
Blue	Epaulettes with 3 Gold Wreath and Gold But				
	Jump Suit / Overall				
	Floppy Hat				
Municipal Traffic Department Logo	Embroidery	Standard			

(Normal Badge)					
Municipal Traffic Department Logo (Arm Flashes Badge)	Embroidery	Standard			
Black/ White/ Navy/ Brown/ Blue/ Red/ Yellow/ Green	Letter (Alphabet)	Standard			

2.2. FIRE AND RESCUE SERVICES

COLOUR	PRODUCT	SIZE	PRICE (each) – YEAR 1 (VAT INCL.)	PRICE (each) – YEAR 2 (VAT INCL.)	PRICE (each) – YEAR 3 (VAT INCL.)
Navy	SABS Specifications Plain Bottom Step Out Trouser	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48			
Navy	SABS Specifications Combat Multi Pocket Trouser with Checkerboard Reflective Tape	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48			
Navy	Combat Short Sleeve Shirt with Checkerboard Reflective Tape and Double Pleated Breast Pockets Stitched in Permanent Creases with Epaulettes ready buttons and	(S), (M), (L), (XL), (XXL), (XXXL)			

	Permanent Name Tags				
White	Pantera Double Pleated Breast Pockets Short Sleeve Shirt with Pen Slot with Epaulettes ready buttons and Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)			
Navy/ Black	Wind Breaker Double Collar Bunny Style Winter Jacket with Two Breast Pockets, Epaulettes and Two Slant Hand Warmer Side Pockets	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Navy	Flat Knit Medium Weight V Neck Jersey with epaulettes, Elbow Patches and Waistband	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
Navy/ Black	SABS Specifications Safety Bunker Pants with Checkerboard Reflective Tape	28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48			
Navy/ Black	SABS Specifications Safety Bunker Jackets with Checkerboard Reflective Tape	(S), (M), (L), (XL), (XXL), (XXXL)			
Navy/ Black/ Red	SABS Specification	One size fits all			

	Fire Fighting Balaclava/ Fire Fighting Hoods				
Yellow/ Black/ Red	SABS Specifications Fire / Rescue Gloves	One size fits all			
Black and Yellow/ Yellow and Black/ Black/ Yellow	SABS Specifications Fire Fighting Insulated Rubber Boots	5, 6, 7, 8, 9, 10, 11			
Yellow/ Blue	SABS Specifications Fully Encapsulated Chemical Protection Level A Hazmat Suit	(S), (M), (L), (XL), (XXL)			
Navy	100% Cotton Round Neck T- Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)			
Navy	100% Cotton Golf T-Shirts with Permanent Name Tags	(S), (M), (L), (XL), (XXL), (XXXL)			
Black	Step Out Belts with Badge	One size fits all			
Navy	Beanies with Badge	One size fits all			
Navy/ Red	SABS Specifications Fire Fighting Helmet with Visor	One size fits all			

2.3. ELECTRICITY

COLOUR	PRODUCT	SIZE	PRICE (each) – YEAR 1 (VAT INCL.)	PRICE (each) – YEAR 2 (VAT INCL.)	PRICE (each) – YEAR 3 (VAT INCL.)

Royal Blue	Flash Suit: ARC Switching Suit HRC4 ATPV 51 CAL/CM2 Complete in carry bag Product Ratings: IEC, SANS	(S), (M), (L), (XL)			
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3. WORKING MATERIAL ACCESSORIES

COLOUR	PRODUCT	SIZE	PRICE (each) – YEAR 1 (VAT INCL.)	PRICE (each) – YEAR 2 (VAT INCL.)	PRICE (each) – YEAR 3 (VAT INCL.)
Orange/ Yellow	Traffic Cone with Reflective Tape	300mm			
Orange/ Yellow	Traffic Cone with Reflective Tape	450mm			
Red	Traffic Emergency Flag with Reflective Tape	500mmx500mm			
Red and White	Barrier Tape/Safety Tape	100m			
Metal Box	First Aid Kit	Regulation 3			
Metal Box	First Aid Kit	Regulation 7			
Black/ Green/ Blue/ White	3 Ply Face Cloth Mask	One size fits all			
Baby Blue/ Black	3 Ply Disposable Face Mask	One size fits all			

White	Disposable Coverall	(S), (M), (L), (XL), (XXL), (XXXL), (XXXXL)			
-------	------------------------	---	--	--	--

NOTES:

1. Service providers are encouraged to attach a separate quotation on the letterhead of your company stating a clear description of item, item code (if applicable), Total cost including VAT, escalations including all additional costs.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 2.1** In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.2** SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3.** The valid Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 3.** In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 4.** Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 5.** Applications for the Tax Clearance Certificates 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.

4. SUPPLIER'S DECLARATION OF INTEREST

4.1. No bid or quotation will be accepted from persons in the service of the state.

4.2. 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 or quote. 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 evaluation/adjudicating authority and/or take an oath declaring his/her interest.

IN ORDER TO GIVE EFFECT TO THE ABOVE, THE FOLLOWING QUESTIONNAIRE SHALL BE COMPLETED:

4.3. Full Name:

4.4. Identity Number:

4.5. Company Registration Number:

4.6. Tax Reference Number:

4.7. VAT Registration Number:

4.7.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

4.8. Are you presently in the service of the state?

YES / NO

4.8.1 If "YES", furnish particulars.

.....
.....

4.9. Have you been in the service of the state for the past twelve months?

YES / NO

4.9.1. If "YES", furnish particulars

.....
.....

4.10. 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 bids

YES / NO

4.10.1. If "YES", furnish particulars

.....
.....

4.11. Are you aware of any relationship (family, friend, other) between a bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of bids?

YES/NO

4.11.1 If "YES", furnish particulars

.....
.....

4.12. Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES/NO

4.12.1 If "YES", furnish particulars

.....

.....

4.13. Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of state? YES/NO

4.13.1 If so, furnish particulars

.....

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1. In terms of Regulation 6 (2) and 7 (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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

NB: the following list must be completed if applicable and each item must refer to the BOQ reference number for ease of reference.

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Jackets	100%
Trousers	100%
Shorts	100%
Shirts	100%
Round Neck T-Shirts	100%

Golf T-Shirts	100%
Boots	100%
Shoes	100%
Socks	100%
Hats	100%
Caps	100%
Balaclava	100%
Beanies	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution)
Inkosi Langalibalele Local Municipality

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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E

should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the

following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	ILM 16/21/22																		Note: VAT to be excluded from all calculations	
(C2)	Tender description:	Personal Protective Clothing																			
(C3)	Designated product(s)	Textile, Clothing, Leather and Footwear																			
(C4)	Tender Authority:	Supply Chain Management																			
(C5)	Tendering Entity name:	Inkosi Langalibalele Municipality																			
(C6)	Tender Exchange Rate:	As per Attached	Pula		EU		GBP														
(C7)	Specified local content %	100%																			

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
22.03	Jackets										
22.10	Trousers										
23.12	Shorts										
23.12	Shirts										
	Round Neck T-Shirts										
	Golf T-Shirts										
	Boots										
	Shoes										
	Socks										
	Hats										
	Caps										
	Balaclava										
	Beanies										

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

[illegible]

Summary

(D19) Total exempt imported value	R 0
-----------------------------------	-----

Summary

(D32) Total imported value by tenderer	R 0
--	-----

Summary

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

Summary of payments

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

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

**This total must correspond with
Annex C - C 23**

This Form must be kept by the bidder for a minimum period of five years

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ILM 16/21/22	Note: VAT to be excluded from all calculations
(E2)	Tender description:	Personal Protective Clothing	
(E3)	Designated products:	Textile, Clothing, Leather and Footwear	
(E4)	Tender Authority:	Supply Chain Management	
(E5)	Tendering Entity name:	Inkosi Langalibalele Municipality	

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

(E10)	Manpower costs	(Tenderer's manpower cost)			R 0
-------	-----------------------	-----------------------------	--	--	-----

(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
-------	---	-----

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	R 0
---	-----

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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)

- I hereby undertake to render services described in the attached bidding documents to (name of the institution)in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number.....at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
Bidding documents, viz
Invitation to bid;
Tax clearance certificate;
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)
- 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.
- 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 fulfillment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

.....

.....

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 number
.....dated.....for the rendering of services indicated hereunder and/or
further specified in the annexure(s).

An official order indicating service delivery instructions is forthcoming.

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

.....

.....

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited.

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.

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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	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 n	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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)

- 2.12. I have read and I understand the contents of this Certificate;
- 2.13. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 2.14. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 2.15. 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;
- 2.16. 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
- 2.17. 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.

- 2.18. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices; geographical area where product or service will be rendered (market allocation)

- (a) methods, factors or formulas used to calculate prices;
- (b) the intention or decision to submit or not to submit, a bid;
- (c) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (d) bidding with the intention not to win the bid.

- 2.19. 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.

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

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

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Signature

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Date

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Position

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Name of Bidder