MORETELE LOCAL MUNICIPALITY

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND RELATED GENERAL SUPPLIES TO MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS, AS AND WHEN REQUIRED

TENDER NUMBER: MLM/HR/PPE/2027-2029

CLOSING DATE: 27 OCTOBER 2026	CLOSING TIME: 12:00

NAME OF BIDDER*: ………………………………………………………………………………………………………

ADDRESS*: ………………………………………………………………………………………………………

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TEL NUMBER*: ………………………………………………………………………………………………………

FAX NUMBER*: ………………………………………………………………………………………………………

MLM DATABASE REG. NO.*: ………………………………………………………………………………………………………

SPECIFIC GOALS / PREFERENCE
CLAIMED*: ………………………………………………………………………………………………………

(* TO BE COMPLETED BY BIDDER)

COMPLIANCE AND LEGISLATIVE FRAMEWORK

This bid document must be read, interpreted and implemented in accordance with the Constitution of the Republic of South Africa, 1996; the Municipal Finance Management Act, 2003 (Act No. 56 of 2003); the Municipal Supply Chain Management Regulations; applicable National Treasury regulations, circulars, practice notes, instructions and guidelines; the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); the Preferential Procurement Regulations applicable at the date of advertisement; and the approved Moretele Local Municipality Supply Chain Management Policy.

The procurement process must be conducted through a supply chain management system that is fair, equitable, transparent, competitive and cost-effective. All evaluation, adjudication, award, contract management and reporting activities must be supported by complete records, approved delegations, objective evaluation criteria, budget availability, tax compliance verification, Central Supplier Database verification, declaration of interests, and confirmation that the bidder is not restricted from doing business with the public sector.

Where any inconsistency exists between this document and applicable legislation, National Treasury prescripts, the MFMA, the Municipal Supply Chain Management Regulations or the approved MLM SCM Policy, the applicable law, regulation, instruction or approved policy shall prevail. The Municipality reserves the right, where lawful and procedurally fair, to cancel, withdraw, re-advertise, reject, or not award this bid if doing so is reasonable and in the best interests of the Municipality.

TERMINOLOGY AND ABBREVIATIONS

For purposes of this bid document, the following terms and abbreviations apply: MLM means Moretele Local Municipality; PPE means Personal Protective Equipment; SCM means Supply Chain Management; MFMA means the Municipal Finance Management Act, 2003; CSD means the Central Supplier Database; GCC means General Conditions of Contract; SCC means Special Conditions of Contract; and MBD means Municipal Bidding Document.

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SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00 **CLOSING DATE:** 27 OCTOBER 2026

TENDER: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND RELATED GENERAL SUPPLIES TO MORETELE LOCAL MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS, AS AND WHEN REQUIRED

TENDER NUMBER: MLM/HR/PPE/2027-2029

Tenders are hereby invited from suitably qualified and experienced service providers for appointment to a panel for the supply and delivery of Personal Protective Equipment and related general supplies to Moretele Local Municipality for a period of thirty-six (36) months from the date of award, on an as-and-when-required basis.

Tenders must be submitted on the original tender documents and remain valid for ninety (90) days after the closing date. Enquiries relating to the specifications may be addressed to Ms M. Phenya at 012 716 1414.

Tender documents may be obtained from the municipal offices upon payment of a non-refundable fee of R500.00 per set. Payment must be made at the cashiers at Moretele Local Municipality's Main Building, Stand 4065B, Mathibestad, 0404, before collection, and proof of payment must be submitted when collecting the tender document.

Bid No.	Description	Non-Refundable Bid Fee	Compulsory Briefing Session	Closing Date
MLM/HR/PPE/2027-2029	Appointment of a panel of service providers for the supply and delivery of Personal Protective Equipment and related general supplies to Moretele Local Municipality for a period of thirty-six (36) months, as and when required.	R500.00	N/A	27 OCTOBER 2026 at 12:00

The employer is Moretele Local Municipality, duly represented by the Municipal Manager.

Bid documents containing detailed specifications and information are obtainable upon payment of a non-refundable bid document fee of R500.00, payable to Moretele Local Municipality.

Account Details

Account Name: Moretele Local Municipality Bank: ABSA
Cheque Account No.: 405 331 7014

Branch Code: 632005

Reference: Company Name — PPE

Fully completed tender documents must be submitted in a sealed envelope and deposited in the tender box on the Lower Ground Floor at Moretele Local Municipality, Municipal Building, 4065B Mathibestad, Moretele, by no later than 12:00 on 26 OCTOBER 2026. The envelope must be clearly marked with the tender number, tender title and closing date. The submission must comprise one original and one copy.

The tender will be evaluated in accordance with the applicable preference point system, the specific goals stated in this bid document, the Preferential Procurement Policy Framework Act, the Preferential Procurement Regulations applicable at the date of advertisement, National Treasury prescripts, the MFMA, the Municipal Supply Chain Management Regulations and the approved Moretele Local Municipality SCM Policy.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be closed and emptied immediately after 12:00 on the closing date, after which all bids received on time will be opened in public. Late tenders, and tenders submitted by e-mail or fax, will not be accepted under any circumstances.

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

All bidders who are not yet registered on the Municipality's Accredited Supplier Database are required to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to bidders who are not registered on the database.

MR S. NGWENYA
MUNICIPAL MANAGER

RETURNABLE SCHEDULES AND COMPULSORY DOCUMENTATION

Bidders must use the checklist below to confirm that all required returnable schedules and supporting documents are included in the bid submission. The checklist is intended to support responsiveness, compliance verification, functionality evaluation and preference-point assessment.

RETURNABLE SCHEDULES AND COMPULSORY DOCUMENTATION CHECKLIST

No.	Document / Schedule	Purpose	Submission Requirement
1	Compulsory Enterprise Questionnaire	Responsiveness and bidder information	Fully completed and signed where required.
2	Company registration documents	Legal status and ownership verification	Attach current company registration documentation.
3	Certified copies of identity documents for directors, members, trustees or partners	Verification of responsible persons and ownership information	Attach certified copies where required by the bid document.
4	Authority to sign	Confirmation that the signatory is authorised to bind the bidder	Attach a signed resolution, letter of authority or equivalent proof.
5	Central Supplier Database registration summary	Supplier registration and compliance verification	Attach a current CSD summary report.
6	Tax Compliance Status PIN or valid proof of tax compliance	Tax compliance verification	Submit a valid SARS Tax Compliance Status PIN or other acceptable proof.
7	Municipal rates, taxes and services account or equivalent proof	Municipal account compliance verification	Attach municipal account for the business and directors, or acceptable proof that amounts are not in arrears for more than ninety (90) days.
8	B-BBEE certificate, sworn affidavit, CIPC certificate or other specific-goals proof, where applicable	Preference-point claim verification	Submit only where preference points are claimed and where required by MBD 6.1 and the specific-goals table.
9	Affirmable Ownership Declaration Affidavit, where applicable	Ownership and specific-goals verification	Attach where required by the bid document or where relied upon for a specific-goals claim.
10	Company profile	Bidder capability and business overview	Attach a current company profile relevant to the goods or services required.
11	Declaration of Interest	Conflict-of-interest disclosure	Complete and sign the prescribed declaration form.
12	Declaration of Bidder's Past Supply Chain Management Practices	SCM compliance and past-practice disclosure	Complete and sign the prescribed declaration form.
13	Methodology / Project Plan	Functionality evaluation and delivery approach	Submit a clear methodology covering capacity, delivery arrangements, stock availability, quality control and

			communication arrangements.

Important note: Bidders must ensure that all returnable schedules are complete, legible, properly signed where required, and submitted with the bid before the closing date and time. Omitted, incomplete or invalid documents required for responsiveness may result in disqualification. Documents submitted only in support of preference-point claims may result in zero points for the relevant specific goal if they are unacceptable, unsupported or unverifiable, unless the document is expressly stated as mandatory elsewhere in this bid document.

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

Payment for tender documents, where applicable, must be made to Moretele Local Municipality in accordance with the payment instructions contained in this bid document. These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

All prospective service providers must be registered on the Central Supplier Database and, where required by the approved MLM SCM Policy, on the Municipality’s supplier database. The Municipality may verify supplier registration before evaluation, adjudication and award.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: Declaration must be completed, signed by the authorised signatory and returned with the bid. Failure to comply with this requirement will result in disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will result in automatic disqualification of the tender. Any ambiguity must be clarified with the designated contact person before the tender closing date.

1.2.7 Tax Compliance Status

(a) Bidders must submit valid proof of tax compliance or provide a valid SARS Tax Compliance Status PIN, where applicable. The Municipality reserves the right to verify the bidder's tax compliance status with SARS during evaluation and before award.

(b) In the case of a consortium or joint venture, each member must submit valid proof of tax compliance or a valid SARS Tax Compliance Status PIN, where applicable.

(c) If tax compliance cannot be verified within the period specified by the Municipality, the bid may be declared non-responsive or disqualified, subject to applicable law and SCM prescripts.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB), where applicable

Where CIDB registration is applicable to the procurement, the bidder must provide its CIDB registration number and supporting proof. The Municipality may verify CIDB registration during evaluation, adjudication or before award.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) The bidder must submit a municipal account for the business and, where required, for its directors, members, trustees or partners, or equivalent documentary proof confirming that municipal rates, taxes and municipal service charges are not in arrears for more than ninety (90) days at the closing date of the bid.

(b) A bidder, or any director, member, trustee or partner of the bidder, whose municipal rates, taxes or municipal service charges are in arrears for more than ninety (90) days and who has not made an acceptable arrangement for settlement before the bid closure date may be declared non-responsive or unsuccessful, subject to applicable law and SCM prescripts.

(c) Where the bidder rents its premises, the bidder must submit acceptable proof that municipal rates, taxes and municipal service charges are included in the rental arrangement or otherwise not in arrears, together with any supporting documentation required by the Municipality.

1.2.9 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders who arrive 15 minutes or more after the advertised starting time will not be allowed to attend the meeting or sign the attendance register. If a bidder is delayed, the bidder must inform the contact person before the meeting commences and may attend only if the chairperson and all other bidders attending the meeting permit such attendance.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, must be submitted to the Municipality with the tender document or as otherwise stipulated in the bid document.

1.2.12 Quantities of Specific Items

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

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and

placed in the tender box on the Lower Ground Floor at the Municipality by no later than 12:00 on 14 August 2026.

(b) <u>Faxed, e-mailed and late tenders will not be accepted.</u> Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publication of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

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

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be evaluated and awarded in accordance with the Preferential Procurement Policy Framework Act, the applicable Preferential Procurement Regulations, National Treasury regulations and instructions, the MFMA, the Municipal Supply Chain Management Regulations, and the approved Moretele Local Municipality Supply Chain Management Policy. The Municipality will apply only the evaluation criteria, functionality thresholds, preference point system and specific goals disclosed in this bid document.

1.2.19 Contract

(a) The successful bidder will be required to sign the Contract Form in Section 6 and, where required by the Municipality, a Service Level Agreement before any work, delivery, or order is performed. The signed tender document, award letter, contract form, service level agreement, purchase orders, pricing schedule, specifications, GCC, SCC and any approved written amendments shall collectively constitute the contract between the Municipality and the appointed service provider.
No goods may be supplied and no payment may be processed unless supported by an approved

purchase order, verified delivery note, invoice, applicable inspection or acceptance record, and confirmation that the supplier remains compliant with tax, CSD, municipal account and contract requirements.

The Municipality shall appoint or designate a contract manager or responsible official to monitor supplier performance, maintain the contract file, verify delivery against specifications, manage performance meetings where necessary, record non-performance, and ensure that all contract management activities comply with the MFMA, National Treasury prescripts, the approved MLM SCM Policy and applicable delegations.

1.2.20 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

Any extension, variation, amendment, substitution, price adjustment, change in quantities, change in delivery arrangements, change in scope or waiver of a contract requirement may be considered only where it is lawful, necessary, properly motivated, budgeted for, assessed for procurement compliance, approved in writing by the duly delegated authority, supported by a complete audit trail, and compliant with the MFMA, National Treasury prescripts, the Municipal Supply Chain Management Regulations and the approved MLM SCM Policy. No informal, verbal, implied, unauthorised or retrospective variation shall be binding on the Municipality, and no supplier may act on a proposed variation until written approval has been issued by the Municipality.

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of B-BBEE certificates, affidavits and specific-goals proof

(a) Where a bidder submits a B-BBEE verification certificate issued by a verification agency, the certificate should reflect the SANAS accreditation details, certificate number, name and registration details of the measured entity, applicable scorecard or sector code, date of issue, expiry date, B-BBEE status level and the authorised signature of the verification agency.

The Municipality may verify the validity of any B-BBEE certificate, sworn affidavit, CIPC certificate or other documentary proof submitted in support of a preference claim. A certificate or affidavit that is expired, inconsistent, incomplete, not applicable to the bidder, or not capable of verification may be disregarded for purposes of awarding preference points.

(b) Where an EME or QSE submits a sworn affidavit or valid CIPC B-BBEE certificate, the document must contain the bidder's registered name, registration number, financial year or measurement period, total annual revenue category, black ownership information where applicable, B-BBEE status level claimed, date of issue, and signature or attestation required by the applicable B-BBEE Codes or sector code.

Where documentary proof relates to specific goals other than, or in addition to, B-BBEE status level, the bidder must submit clear, verifiable evidence as required in MBD 6.1 and the evaluation criteria. Such evidence may include, where applicable, ownership information, location proof, enterprise registration information, sworn affidavits, certificates, municipal records or any other proof stated in this bid document.

(c) The Municipality will evaluate preference claims only against the specific goals, point allocation and documentary proof requirements disclosed in this bid document and in accordance with the applicable Preferential Procurement Regulations, National Treasury prescripts and the approved MLM SCM Policy.

Failure to submit acceptable documentary proof for a claimed specific goal may result in zero preference points being awarded for that specific goal. The bid may still be evaluated for price and functionality, unless the missing document is expressly stated elsewhere in this bid document as a mandatory returnable document required for responsiveness.

Where a bidder claims preference points, the bidder bears the responsibility to ensure that the claim is complete, accurate and supported by valid documentary proof at the time and in the manner required by this bid document. The Municipality may request clarification or verification where permitted by law, but may not award preference points for unsupported or unverifiable claims.

Failure to submit acceptable documentary proof for a claimed specific goal may result in no preference points being awarded for that specific goal, subject to the applicable Preferential Procurement Regulations, this bid document and the approved MLM SCM Policy.

1.2.27 Letter of Good Standing from the Compensation Commissioner

(a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the bidder on record. <u>The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.</u>

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents unless the member is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for a valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Modiegi Phenya at telephone (012) 716 1414.

SECTION 1.3: GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, 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 markets its goods in the RSA, on its own initiative, at prices lower than those in the country of origin and where such pricing has the potential to harm local industries in the RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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

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

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

1.19 "Order" means an official written purchase order issued by the Municipality for the supply of goods, works or services in accordance with the contract, approved budget and applicable delegations.

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means services ancillary to the supply of goods, including transportation, delivery, installation, commissioning, technical assistance, training, maintenance, warranty support, contract administration and any other obligations of the supplier stated in the contract.

1.25 "Supplier" means the successful bidder appointed by the Municipality to supply the goods or perform the services required under the contract.

1.26 "Breach" means a failure by a party to comply with an obligation under the contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, Special Conditions of Contract are included to address requirements specific to the goods, services or works procured under this bid.

2.3 Where the Special Conditions of Contract conflict with these General Conditions of Contract, the Special Conditions of Contract shall prevail, provided that they are consistent with applicable legislation, National Treasury prescripts, the MFMA, Municipal SCM Regulations and the approved MLM SCM Policy.

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, confidential information and inspection

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

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

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

5.4 The supplier shall permit the Municipality, its internal auditors, external auditors or authorised representatives to inspect records relating to contract performance, delivery, invoicing, quality assurance and compliance, where reasonably required for contract management, audit or investigation purposes.

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

8.2 Where goods or services are subject to inspection, testing, sampling or analysis, the supplier must allow the Municipality, its authorised officials, auditors or appointed representatives reasonable access to the supplier's premises, storage facilities, records, samples, products and delivery documentation for purposes of verifying compliance with the specifications, approved samples, quality standards, health and safety requirements and contract obligations.

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 Goods may be inspected, tested, counted, sampled or analysed before dispatch, on delivery, after delivery, during use, or at any reasonable time during the contract where this is necessary to verify compliance. Goods may be rejected if they are defective, damaged, expired, unsafe, counterfeit, incorrectly supplied, substituted without approval, incomplete, not fit for purpose, not aligned with approved samples, or not compliant with the specifications, contract, purchase order or applicable standards. Rejected goods shall be held at the supplier's risk and cost and must be collected, removed and replaced with compliant goods within the period stipulated by the Municipality.

8.8 Where goods are rejected or a delivery discrepancy is identified, the Municipality must record the discrepancy or non-compliance in writing, where reasonably practicable, and may issue a rejection notice, inspection report, discrepancy report or breach notice. The supplier must respond within the period stipulated by the Municipality and must remedy the defect, replace the goods, correct the delivery, submit missing documents, or provide a corrective action plan as required.

8.9 If the supplier fails to replace rejected goods, correct delivery discrepancies, provide required documents or remedy non-compliance within the required period, the Municipality may withhold payment for the affected goods, impose penalties, recover inspection, testing, storage, handling, transport, replacement or emergency procurement costs, procure compliant goods from another appointed supplier or alternative lawful source, suspend further orders, or terminate the contract for default, subject to due process and applicable SCM prescripts.

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

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of goods, related services, shipping, handling, loading, off-loading, packaging, labelling, documentation and clearance obligations shall be performed by the supplier in accordance with the contract, specifications, approved purchase order, delivery instruction, SCC and any written instruction issued by the Municipality. Delivery shall not be regarded as complete until the goods have been delivered to the correct location, checked against the purchase order, and accepted in writing by an authorised municipal official.

10.2 Each delivery must be accompanied by a delivery note, approved purchase order reference, item description, quantity, size, colour where applicable, batch or serial number where applicable, expiry date where applicable, warranty information where applicable, and any certificate, test result, quality assurance record, product data sheet or compliance document required by the contract or requested by the Municipality.

10.3 Risk in the goods shall remain with the supplier until the goods have been delivered to the correct municipal delivery point, off-loaded where required, inspected or checked to the extent reasonably possible, and accepted by an authorised municipal official. Signature of a delivery note shall not constitute final acceptance where defects, shortages, incorrect items, latent defects, expired stock, counterfeit products or non-compliance are identified after delivery.

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 submit a valid invoice accompanied by the approved purchase order, signed delivery note, and any required acceptance, inspection or quality assurance record. The Municipality may withhold payment until the goods or services have been verified as compliant with the contract, specifications and order requirements.

16.3 Payments shall be made in accordance with applicable legislation and municipal payment procedures, and only after receipt of a valid invoice, verification of delivery or performance, confirmation of compliance, and availability of approved budget. Payment may be delayed where documentation is incomplete, disputed, inaccurate, or not aligned to the approved order.

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 the bid, except where a lawful price adjustment has been approved in writing in accordance with the contract, applicable SCM prescripts and the Municipality's delegations.

18. Variation orders

18.1 No variation order, expansion, reduction, substitution, price adjustment, extension, change in quantity, change in delivery location, change in delivery period, change in specification or change in scope may be implemented unless it has been requested in writing, fully motivated, assessed for operational need, budget availability, value-for-money, procurement compliance and impact on the original award, approved by the duly delegated authority, and recorded in the contract file before implementation. A variation must not be used to materially change the nature of the contract, avoid a competitive procurement process, extend the contract beyond what is lawful, introduce unrelated goods or services, or create an unfair advantage for the supplier.

18.2 Every variation request must, at a minimum, record the reason for the proposed variation, the affected contract clause, purchase order, specification, quantity, price, delivery period or service requirement, the financial and operational impact, the budget source, the effect on contract value and duration, the risks of approval or non-approval, and confirmation that the proposed variation is permissible under applicable legislation, SCM prescripts, delegations and the approved MLM SCM Policy.

18.3 Where a proposed variation affects price, the supplier must submit a written quotation, revised pricing basis or supporting calculation, together with documentary proof where applicable. The Municipality must assess the request against the original pricing schedule, market reasonableness, budget availability, value-for-money, contract terms and applicable SCM prescripts before any approval is granted.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the 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 the contract and applicable law, penalties may be imposed where the supplier fails to deliver goods or perform services within the period specified in the contract, approved purchase order, delivery instruction or approved extension; delivers goods that are defective, incomplete, incorrect, damaged, unsafe, expired, counterfeit, substituted without approval, or non-compliant with the specifications; fails to replace rejected goods within the period stipulated by the Municipality; fails to provide required delivery, inspection, quality assurance or compliance documents; or repeatedly performs below the required contract standard. Penalties must be reasonable, proportionate to the default, supported by written records, and applied consistently with the GCC, SCC, MFMA, applicable SCM prescripts and the approved MLM SCM Policy.

22.2 Before imposing a penalty, the Municipality must issue a written notice to the supplier setting out the nature of the default, the affected order or delivery, the evidence relied upon, the proposed penalty or remedial action, and the period within which the supplier may respond, remedy the default, or provide reasons why the penalty should not be imposed, except where immediate action is required to protect municipal interests, safety, service delivery or compliance.

22.3 Where the supplier fails to deliver within the approved delivery period, the Municipality may impose a late-delivery penalty calculated on the value of the affected order or undelivered items, for each calendar day or part thereof that the delivery remains outstanding, subject to any penalty rate, cap or calculation method stated in the SCC, purchase order, service level agreement or award letter. Where no specific rate is stated, the Municipality may recover actual, reasonable and documented additional costs, losses or administrative expenses caused by the delay.

22.4 Where goods are rejected for non-compliance, the supplier must, at its own cost and risk, collect and replace the rejected goods within the period stipulated by the Municipality. The Municipality may impose penalties, withhold payment for the affected goods, recover inspection, testing, storage, handling, transport, emergency procurement or replacement costs, and procure compliant goods from another appointed supplier or alternative lawful source where necessary.

22.5 Any penalty, cost recovery or deduction may be set off against amounts due or becoming due to the supplier, provided that the Municipality records the basis for the deduction and notifies the supplier in writing. The imposition of a penalty shall not relieve the supplier of its obligation to complete delivery, replace defective goods, correct non-performance, maintain compliance documents, honour warranties, or comply with any approved corrective action plan.

22.6 Repeated penalties, repeated late delivery, repeated non-compliant delivery, failure to implement corrective action, or failure to maintain required compliance documents may be treated as poor performance or material default and may result in suspension of further orders, performance review meetings, restriction processes where applicable, cancellation of affected orders, or termination for default, without prejudice to any other remedy available to the Municipality.

22.7 The Municipality must retain all penalty-related records in the contract management file, including purchase orders, delivery instructions, delivery notes, inspection records, rejection notices, supplier correspondence, breach notices, calculations, approvals, deductions and evidence of any corrective action taken. Penalties must not be applied arbitrarily, retrospectively without justification, or in a manner inconsistent with the contract, applicable law or SCM prescripts.

23. Termination for default

23.1 Without prejudice to any other remedy available in law, under the contract, or under applicable SCM prescripts, the purchaser may terminate the contract in whole or in part by written notice to the supplier where the supplier commits a material breach, fails to remedy a breach within the period stated in a written breach notice, or where immediate termination is justified by the nature of the default.

(a) fails to deliver any or all goods, or fails to perform any services, within the period specified in the contract, approved purchase order, written instruction, or any written extension granted by the Municipality;

(b) fails to perform any other material obligation under the contract, fails to maintain required compliance documents, repeatedly delivers non-compliant goods, abandons performance, refuses to comply with lawful instructions, or engages in corrupt, fraudulent, collusive, coercive, obstructive or improper conduct in the procurement or execution of the contract.

(c) becomes non-compliant with tax, CSD, municipal account, authorisation, accreditation, insurance, health and safety, or any other mandatory contract requirement and fails to restore compliance within the period stipulated by the Municipality.

(d) submits false, misleading, incomplete or fraudulent information, invoices, delivery notes, certificates, declarations, product specifications, proof of delivery, or supporting documents in connection with the contract.

(e) fails to implement an approved corrective action plan, fails to attend required performance meetings, or repeatedly fails to communicate timeously on delivery, quality, pricing, invoicing or contract compliance matters.

(f) is placed under liquidation, business rescue, sequestration, administration, receivership, winding-up, or any similar process that may materially affect its ability to perform the contract.

(g) Where the breach is capable of remedy, the Municipality may issue a written breach notice requiring the supplier to remedy the breach within a reasonable period specified in the notice. The breach notice may require the supplier to submit a corrective action plan, replace non-compliant goods, correct defective performance, update compliance documents, or take any other remedial action required by the Municipality.

(h) The Municipality may terminate the contract immediately, without allowing a further cure period, where the default involves fraud, corruption, collusion, misrepresentation, abandonment, unlawful conduct, material risk to the Municipality, repeated non-performance, safety risk, insolvency-related impairment, or any breach that cannot reasonably be remedied.

23.2 If the purchaser terminates the contract in whole or in part, the purchaser may procure similar goods, works or services from another appointed supplier or alternative lawful source on such terms as may be appropriate. The supplier shall be liable for any additional costs, losses, damages, penalties, administrative costs or emergency procurement costs reasonably incurred by the purchaser as a result of the default, without prejudice to any other rights or remedies available to the Municipality.

23.3 Termination shall not affect accrued rights, obligations, penalties, claims, confidentiality obligations, audit rights, warranty obligations, payment obligations for properly delivered and accepted goods, or the Municipality's right to recover overpayments, damages, losses or additional costs arising from the supplier's default.

23.4 The Municipality may, pending finalisation of a breach process, suspend further purchase orders, withhold disputed payments, require replacement of non-compliant goods, request updated compliance documents, or require a performance improvement plan where such action is reasonable, documented and aligned with applicable law and SCM prescripts.

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

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

23.7 Any restriction imposed on a supplier may, at the discretion of the purchaser and subject to due process, also apply to any enterprise, partner, manager, director or other person who controls, controlled or is actively associated with the restricted supplier.

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

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

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

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

23.9 If a court of law convicts a person of an offence contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004), the person may be listed on the Register for Tender Defaulters and may be prohibited from doing business with the public sector for the period determined in accordance with applicable law.

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions relating to penalties and termination, the supplier shall not be liable for delay or failure to perform to the extent that such delay or failure is caused by a force majeure event beyond the supplier's reasonable control, not due to its fault or negligence, and not reasonably foreseeable. The supplier must notify the

Municipality in writing as soon as reasonably possible, provide details of the event and its expected duration, and continue performing any obligations not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may terminate the contract by written notice if the supplier becomes bankrupt, insolvent, sequestrated, liquidated, placed under business rescue, placed under administration or receivership, or becomes subject to any similar process that materially affects its ability to perform. Termination on this basis shall be without compensation to the supplier, provided that such termination shall not prejudice any accrued right, claim, remedy, audit right, warranty obligation, recovery of overpayments, or damages claim available 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

(a) 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 Any notice, instruction, acceptance, warning, breach notice or termination notice must be issued in writing and delivered to the physical, postal or electronic address provided by the relevant party, or to any updated address notified in writing. The Municipality may use electronic communication where permitted by law and where delivery can be reasonably verified.

31.2 Unless otherwise stated, time periods triggered by a notice shall be calculated from the date on which the notice is delivered, transmitted or deemed to have been received in accordance with the method of communication used.

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 compliance status cannot be verified as compliant through SARS or through valid proof of tax compliance submitted by the bidder, subject to applicable law and SCM prescripts.

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 supplier shall not abandon, transfer, cede, assign, subcontract or sublet the contract, or any part thereof, without the prior written approval of the Municipality. Any approved transfer or subcontracting arrangement shall not relieve the supplier of its obligations under the contract.

34. Amendment of contracts

34.1 No amendment, variation, extension, renewal, price adjustment, substitution, waiver, relaxation of performance requirements, correction of contract terms, or change to any contract document shall be valid unless reduced to writing, properly motivated, assessed for legality, procurement compliance, budget availability and impact on the original award, approved by the duly delegated authority, signed by the authorised parties where required, and recorded in the contract file before implementation. Any amendment must identify the affected contract documents, the effective date, the approved revised terms, the responsible officials, and the approvals relied upon.

34.2 A contract amendment or variation shall not be inferred from conduct, continued performance, acceptance of goods, payment, correspondence, meetings, negotiations, draft documents, or instructions issued by officials who do not hold the necessary delegated authority. Only a written approval issued in accordance with the applicable delegations and recorded in the contract file shall constitute an authorised amendment or variation.

34.3 The Municipality may reject any proposed amendment or variation that is not properly motivated, not budgeted for, not supported by sufficient evidence, inconsistent with the original bid and award, outside the approved scope, contrary to applicable law or SCM prescripts, or not in the best interests of the Municipality. The supplier shall continue to perform the existing approved contract obligations unless and until a lawful written amendment or variation has been approved.

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 0f 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.

FUNCTIONALITY EVALUATION CRITERIA

FUNCTIONALITY SCORING SUMMARY	
Functionality Criterion	**Maximum Points**
Capacity and relevant PPE supply experience	40
Value of previous or current work awarded	40
Delivery methodology and implementation approach	10
Locality / operational presence	10
Total Functionality Points	**100**

- Bids will be evaluated for functionality before price and specific-goals points are considered. A bidder must achieve a minimum functionality score of **70 points out of 100** to proceed to the next evaluation stage under the applicable preference point system. A bidder that scores below the minimum threshold will not be considered further for price and specific-goals evaluation.

FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

To qualify for further evaluation, a bidder must obtain at least **70 functionality points out of 100**. Functionality will be assessed strictly against the criteria, point allocations and supporting-document requirements stated in this section.

Evaluation on Functionality

Functionality will be evaluated using the criteria below. Bidders must submit clear and verifiable supporting documentation for each criterion. The Municipality may allocate zero points where evidence is not submitted, is incomplete, is not relevant to the criterion, or cannot be verified.

PHASE 2: FUNCTIONALITY EVALUATION MATRIX				
No.	**Criterion**	**Scoring Basis and Required Evidence**	**Maximum Points**	**Bidder Score**
A	Capacity and relevant PPE supply experience	Experience in the PPE, uniform or related protective-clothing supply industry, supported by signed client reference letters, appointment letters, completion letters or equivalent verifiable proof. Above 7 relevant projects = 40; 5 to 6 relevant projects = 30; 3 to 4 relevant projects = 20; 1 to 2 relevant projects = 10; no relevant proof submitted = 0.	40	
B	Value of previous or current work awarded	Value of previous or current comparable PPE, uniform or protective-clothing work, supported by purchase orders, appointment letters, award letters, invoices or equivalent verifiable proof. Above R800,000 = 40; R600,000 to R799,999.99 = 30; R400,000 to R599,999.99 = 20; R200,000 to R399,999.99 = 10; below R200,000 or no verifiable proof = 0.	40	
C	Delivery methodology and implementation approach	Methodology must address order processing, stock availability, delivery turnaround, quality control, replacement of rejected goods, communication arrangements and escalation of delivery issues. Comprehensive and convincing methodology = 10; adequate but limited methodology = 6; poor, generic or incomplete methodology = 3; no methodology submitted = 0.	10	
D	Locality / operational presence	Operational business address supported by verifiable proof such as municipal account, lease agreement, CSD address, company registration address or other acceptable evidence. Within Moretele Local Municipality = 10; within Bojanala Region = 6; elsewhere in North West Province or outside the defined locality = 3; no verifiable proof = 0.	10	
Total Functionality Score			**100**	

Specific Goal	**Documentary Proof Required**	**Maximum Points**
BBBEE	Valid B-BBEE certificate, sworn affidavit, CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim.	5
DISABILITY	Medical certificates declaring disability	2.5

WOMEN OWNED	CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim	5
Enterprise owned by youth	CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim.	5
Locality	Municipal rates	2.5
Total Specific Goals Points	Preference points may be awarded only where the claim is supported by valid, clear and verifiable documentary proof submitted in accordance with this bid document.	**20**

- *Only bidders that achieve the minimum functionality threshold of **70 points out of 100** may proceed to the price and specific-goals evaluation stage and be considered for possible appointment to the Moretele Local Municipality panel.*

A bidder that scores below **70 functionality points** will be regarded as having failed to meet the minimum functionality threshold and will not proceed to further evaluation under the applicable preference point system.

SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

1.4.1 This tender is for the appointment of a panel of service providers for the supply and delivery of Personal Protective Equipment and related general supplies to Moretele Local Municipality on an as-and-when-required basis for the contract period stated in the award.

1.4.2 Bidders must demonstrate adequate capacity to supply and deliver PPE to the Municipality within the required delivery period. Where locality, warehouse availability or delivery capacity is used as an evaluation or eligibility requirement, it must be supported by verifiable documentary proof and applied consistently with the evaluation criteria stated in this bid document.

1.4.3 Bidders must be manufacturers, authorised distributors, accredited suppliers or otherwise suitably experienced suppliers of PPE and related general supplies. Documentary proof of capacity, authorisation, experience, supplier arrangements or equivalent capability must be submitted where required by this bid document.

1.4.4 Prices must be inclusive of VAT, delivery, packaging, handling and all costs necessary to deliver the goods to the Municipality, unless the bid document expressly states otherwise.

1.4.5 Prices must remain fixed for the period stated in the award or contract, unless a lawful price adjustment mechanism is expressly provided for and approved. Any request for a price adjustment must be submitted in writing before implementation, fully motivated, supported by documentary proof, linked to the approved pricing basis, assessed for market reasonableness, budget availability, value-for-money and applicable SCM prescripts, and approved in writing by the duly delegated authority. The Municipality reserves the right to reject any price adjustment request, require additional supporting information, negotiate a lower adjustment where lawful, or procure from another appointed supplier where this is permitted by the contract and applicable law.

1.4.6 Delivery must be completed within forty-eight (48) hours after receipt of an approved purchase order, unless a different delivery period is stated in the purchase order or agreed to in writing by the Municipality. Delivery must be made only to the delivery address stated on the purchase order and must be scheduled during municipal working hours, unless the Municipality gives prior written approval for an alternative arrangement. Each delivery must be supported by a delivery note signed by an authorised municipal official only after verification, to the extent reasonably possible, of quantity, item description, size, colour, condition, packaging, quality and compliance with the specifications.

1.4.7 Partial deliveries may be accepted only where approved by the Municipality in writing and where they do not prejudice service delivery, pricing, inspection, contract management or payment controls. Any back order, substituted item, short delivery or delayed item must be clearly recorded on the delivery note and communicated to the contract manager or responsible official immediately.

1.4.8 The Municipality may refuse delivery where goods are delivered without an approved purchase order, outside the approved delivery address or delivery period without prior approval, without required documentation, in damaged or unsuitable packaging, in incorrect quantities, or where the goods appear unsafe, expired, counterfeit, substituted without approval or non-compliant with the specifications.

1.4.9 The Municipality may appoint a preferred supplier and one or more alternative suppliers for each item or category, depending on responsiveness, evaluation outcomes, pricing, capacity, availability and the best interests of the Municipality, provided that such appointment is consistent with the evaluation methodology and applicable SCM prescripts.

1.4.10 If the preferred supplier is unable to deliver within the required delivery period, the supplier must notify the Municipality in writing before the expiry of the delivery period, stating the affected purchase order, item, quantity, reason for the delay, steps taken to mitigate the delay, proposed delivery date, whether any partial delivery is proposed, and the corrective action required to prevent recurrence.

1.4.11 Where the supplier fails to deliver within the required period, fails to notify the Municipality timeously, delivers goods that do not comply with the approved specifications, or repeatedly performs below the required standard, the Municipality may issue a written warning or breach notice, require corrective action, cancel the affected order, source the goods from an alternative appointed supplier where permissible, record the non-performance, suspend further orders, apply penalties, recover additional costs, or terminate the contract, subject to due process and applicable SCM prescripts.

1.4.12 Where a bidder offers an equivalent or similar approved product, the bidder must clearly identify the product name, brand, model or specification and provide sufficient supporting information to enable the Municipality to determine whether the product is equivalent to or better than the specified requirement.

1.4.13 Samples may be requested during evaluation or contract implementation to verify compliance with the specifications. Any sample requested must be provided within the period stipulated by the Municipality and may be retained for comparison against future deliveries.

1.4.14 The Municipality may compare delivered goods against approved samples, catalogue information, product data sheets, certificates, specifications, photographs, labels, packaging, batch details or prior accepted deliveries. Any deviation must be documented and may result in rejection, replacement, penalties, suspension of further orders or termination where the deviation is material or repeated.

1.4.15 The supplier must maintain adequate stock, delivery capacity, administrative systems, communication channels and compliance documents to fulfil orders placed under the contract. Repeated failure to deliver, poor quality, late delivery, incorrect invoicing, failure to communicate, non-compliant substitutions, failure to maintain compliance documents, or failure to remedy poor performance after written notice may constitute material default and may result in corrective action, penalties, suspension of further orders, recovery of additional costs, restriction processes where applicable, or termination in accordance with the contract and applicable law.

1.4.16 Before termination for remediable poor performance, the Municipality may require the supplier to attend a performance meeting and submit a corrective action plan within the period stipulated by the Municipality. Failure to attend the meeting, submit an acceptable plan, or implement the approved corrective action plan may constitute grounds for termination or suspension of further orders.

1.4.17 The Municipality may conduct periodic supplier performance reviews at intervals determined by the contract manager or responsible official, including after significant deliveries, recurring late or non-compliant deliveries, repeated invoice disputes, complaints, or any other event affecting contract performance. Reviews may assess delivery turnaround times, quality of goods, compliance with specifications and approved samples, responsiveness, communication, stock availability, pricing compliance, invoice accuracy, documentation, corrective action, and overall contract performance.

1.4.18 The contract manager or responsible official must, where practicable, provide the supplier with written notice of a performance review meeting, stating the purpose of the review, the performance issues or period under review, the documents or records to be considered, and any information the supplier is required to provide. The supplier may be required to attend the review meeting, provide explanations, submit supporting documents, and respond to recorded performance concerns within the period stipulated by the Municipality.

1.4.19 Where performance concerns are confirmed, the Municipality may require the supplier to submit a written corrective action plan within the period specified by the Municipality. The corrective action plan must identify the cause of the non-performance, corrective measures, responsible persons, implementation dates, measures to prevent recurrence, and any support, replacement, delivery, documentation or compliance action required from the supplier.

1.4.20 The Municipality must assess the corrective action plan and may accept it, reject it, require amendments, or impose reasonable conditions before further orders are issued. Acceptance of a corrective action plan does not waive any existing breach, penalty, cost recovery, warranty claim, right to reject goods, right to suspend further orders, or right to terminate the contract where the supplier fails to improve performance or where the default is material.

1.4.21 Performance review outcomes must be recorded in writing and retained in the contract management file, including review notices, attendance records, delivery records, inspection reports, rejection notices, invoice queries, supplier correspondence, corrective action plans, decisions, approvals, penalties, deductions, suspension notices and evidence of implementation. These records may be used for contract management, audit, payment verification, future ordering decisions, poor-performance processes, restriction processes where applicable, and termination for default.

1.4.22 Where the supplier maintains satisfactory performance, the contract manager or responsible official may record the review outcome as satisfactory and continue issuing purchase orders in accordance with the contract. Where performance remains unsatisfactory, the Municipality may escalate the matter through written warnings, further performance meetings, penalties, suspension of further orders, alternative procurement where permitted, restriction processes where applicable, or termination for default, subject to due process, the GCC, SCC, applicable delegations and SCM prescripts.

1.4.23 Any proposed change to an item specification, brand, model, material, colour, size range, delivery period, delivery location, quantity, price or supplier allocation under the panel must be treated as a variation and may be implemented only after written approval by the Municipality in accordance with the GCC, SCC, applicable delegations, SCM prescripts and the approved MLM SCM Policy.

1.4.24 Where an approved variation affects a purchase order, the purchase order must be amended, cancelled and reissued, or supplemented in the manner required by the Municipality before delivery or payment is processed. Invoices that do not align with the approved purchase order, approved variation, signed delivery note and acceptance record may be rejected or withheld until corrected.

1.4.25 The SCC must be read together with the GCC, specifications, pricing schedule, purchase orders, award letter, contract form and any approved service level agreement. Where the SCC imposes a higher or more specific standard than the GCC, the SCC shall apply, provided it is lawful and consistent with applicable procurement prescripts.

SPECIFICATION FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)

Bidders must supply new, unused, good-quality Personal Protective Equipment that is fit for purpose, durable, compliant with applicable safety requirements, and suitable for municipal operational use. All items must be delivered in the sizes, quantities, colours and specifications requested by the Municipality under an approved purchase order.

No.	PPE Item	Minimum Specification	Applicable Standards / Compliance	Branding / Identification Requirements	Quality Requirements
1	Protective safety shoes	Durable protective shoes suitable for municipal work environments. Shoes must provide adequate toe protection, slip resistance, comfort and support for daily operational use and must be supplied in the sizes requested by the Municipality.	Must comply with SANS 20345: Personal protective equipment — Safety footwear, or the latest applicable SANS equivalent. Where occupational footwear without a protective toe cap is specifically approved, SANS 20347 may apply. Safety footwear must comply with NRCS compulsory specification requirements where applicable and bidders may be required to submit a valid Letter of Authority, SABS/SANS certificate, product data sheet or equivalent verifiable proof.	Branding is not required unless specifically requested in the purchase order.	Must be new, unused, fit for purpose, free from defects, correctly marked, and suitable for the intended municipal work environment.
2	Work suits	Two-piece work suit consisting of jacket and trousers, suitable for operational and field work. Fabric must be strong, durable, comfortable and appropriate for regular	Garment construction must comply with SANS 434 or the latest applicable SANS equivalent for general protective workwear. Fabric should comply with SANS 1387, including appropriate cotton	"Moretele Local Municipality" must be embroidered on the back of the jacket. The municipal emblem and logo must be embroidered on the left-hand side of the jacket.	Garments must be professionally finished, correctly sized, colourfast, free from loose stitching and defects, and able to withstand normal

		municipal use. Reflective tape must be fitted on the chest, back of the jacket and both trouser legs.	drill, cotton jean, polycotton or equivalent workwear fabric as specified by the Municipality. Where high-visibility performance is required, reflective material and garment layout must comply with SANS 50471 / ISO 20471 or the latest applicable equivalent.	Branding must be neat, durable and positioned consistently across all garments.	washing and operational wear.
3	Tee-shirts	Good-quality tee-shirts suitable for workwear or municipal operational use, supplied in sizes and colours required by the Municipality. Material must be comfortable, durable and appropriate for repeated use and washing.	Where tee-shirts are supplied as high-visibility garments, the garment and reflective components must comply with SANS 50471 / ISO 20471 or the latest applicable equivalent. Where supplied as general workwear, fabric and workmanship must comply with recognised SANS/SABS textile quality requirements or other verifiable product specifications approved by the Municipality.	Branding, municipal wording, emblem or logo must be applied only where requested in the purchase order and must be neat, durable and professionally finished.	Items must be free from defects, fading, poor stitching, shrinkage or visible damage and must meet the Municipality's approved sample or specification where applicable.
4	Dust coats	Durable dust coats suitable for general municipal work environments. Coats must provide suitable coverage and protection and must be supplied in the sizes, colours and quantities requested by the Municipality.	Dust coats must comply with SANS 434 or the latest applicable SANS equivalent for general protective workwear. Fabric should comply with SANS 1387 or other applicable SANS/SABS textile specification appropriate to the required fabric type, weight and intended use.	Branding, municipal wording, emblem or logo must be applied only where requested in the purchase order and must be neat, durable and professionally finished.	Must be professionally finished, durable, washable, free from defects and suitable for repeated operational use.

General requirement: The Municipality may request samples, catalogues, product data sheets, SABS/SANS certificates, NRCS Letters of Authority, test reports, manufacturer declarations, fabric specifications or other supporting information to verify quality and compliance before award, during evaluation or during contract implementation. Where a standard has been replaced, amended or updated, the latest applicable version must be used unless the Municipality expressly approves another equivalent standard. The scope of work may include emergency or additional PPE requirements as determined by the Municipality from time to time, subject to applicable legislation, National Treasury prescripts, approved pricing where applicable, the MFMA and the approved Moretele Local Municipality SCM Policy.

SECTION 3.1: MBD 1 — BID FOR THE REQUIREMENTS OF MORETELE LOCAL MUNICIPALITY

TENDER: MLM/HR/PPE/2027-2029 Appointment of a panel of service providers for the supply and delivery of Personal Protective Equipment (general supplies) and future procurement to Moretele Local Municipality for a period of thirty-six (36) months, as and when required.	
Closing Date: 27 October 2026	**Closing Time:** 12:00

Bid documents, placed in a sealed envelope and clearly marked with the bid number on the outside, may be posted to:

The Tender Box
Moretele
Municipality
Private Bag X365
MORETELE
0404

or

deposited in the tender box situated on the Moretele Local Municipality, Municipal Building, 4065B Mathibestad, Moretele

Please note:

- Bidders must ensure that bids are delivered timeously to the correct address. If a bid is late, it will not be accepted for consideration.
- All bids must be submitted on the official forms. Forms may not be retyped.
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract included in thisdocument.
- The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT

BEING ACCEPTED. NAME OF BIDDER:

……

POSTAL ADDRESS: ………

………

STREET ADDRESS : ………

………

TELEPHONE: AREA CODE: .... NUMBER……………………………………………………

FACSIMILE: AREA CODE: …………………………….… NUMBER……………………………………………………

E-MAIL ADDRESS (IF AVAILABLE): ....

NAME OF CONTACT PERSON: ………………………………………………………………………………………………

CELL PHONE NUMBER OF CONTACT PERSON: …………………………………………………………………

VAT REGISTRATION NUMBER……………………………………………………………………

HAS VALID PROOF OF TAX COMPLIANCE OR A VALID SARS TAX COMPLIANCE STATUS PIN BEEN SUBMITTED? YES/NO

HAS VALID DOCUMENTARY PROOF FOR THE SPECIFIC GOALS CLAIMED IN TERMS OF MBD 6.1 BEEN SUBMITTED? YES/NO

IF YES, STATE THE TYPE OF DOCUMENTARY PROOF SUBMITTED IN SUPPORT OF THE SPECIFIC GOALS CLAIMED: ....

Examples may include, where applicable, a valid B-BBEE certificate, sworn affidavit, CIPC certificate, ownership proof, locality proof, enterprise registration document, municipal record, or any other documentary proof required by this bid document.

The Municipality may verify any documentary proof submitted and may request clarification where permitted by law, but preference points may not be awarded for unsupported, expired, inconsistent or unverifiable claims.

Failure to submit acceptable documentary proof for a claimed specific goal may result in no preference points being awarded for that specific goal, unless the document is expressly listed as mandatory for responsiveness elsewhere in this bid document.

Bidders must ensure that the proof submitted corresponds with the specific goal claimed and is valid at the closing date of the bid, unless the bid document expressly permits later verification or clarification.

DOCUMENTARY PROOF SUPPORTING THE SPECIFIC GOALS CLAIMED MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS, SUBJECT TO THE APPLICABLE PREFERENTIAL PROCUREMENT REGULATIONS AND THE APPROVED MLM SCM POLICY.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER ……………………………………………………………………………………………….

DATE………..

CAPACITY UNDER WHICH THIS BID IS SIGNED ………………………………………………………………………

TOTAL BID PRICE……………………………………………………………………………………………………

TOTAL NUMBER OF ITEMS OFFERED ……………………………………………………………………………….

DELIVERY BASIS:

Delivery / Pricing Requirement	Bidder Response
Is the delivery period firm?	Yes / No
Period required for delivery after receipt of order	
Is the price, inclusive of VAT, firm?	Yes / No
Discount offered	Conditional / Unconditional
If conditional, state condition:	
Is the offer strictly to specification / terms of reference?	Yes / No
If not to specification / terms of reference, state deviation(s), if any:	

AUTHORISED SIGNATURE: ....

NAME: ....

CAPACITY: ....

DATE: ....

SECTION 4.1: MBD 4 — DECLARATION OF INTEREST

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

3. Inordertogiveeffecttotheabove,thefollowingquestionnairemustbecompletedandsubmitted with thebid.

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

3.2 Identity Number:……………………………………………………………………………………………..

3.3 Position occupied in the Company (director, trustee,

shareholder²):...

3.4 Company registration number:………………………………………………………………………………..

3.5 Tax Reference Number: ……………………………………………………………………………………

3.6 VAT Registration Number: ………………………………………………………………………………..

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

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

3.8.1 If so, furnish particulars.

…………………………………………………………… ……………………………………………………………

∗ MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

3.9 Have you been in the service of the state for the past t w e l v e months? YES /NO

3.9.1 If so, furnish particulars.

………

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

3.10.1 If so, furnish the following particulars:

………

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

3.11.1 If so, furnish particulars

……

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

3.12.1 If so, furnish particulars.

……….

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

3.13.1 If so, furnish particulars…………………………………………………………………………………………………

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

YES / NO

3.14.1 If yes, furnish particulars:……………………………………………………………………………………………….

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

Full Name	Identity Number	State Employee Number	Income Tax Number

....
Signature

....
Date

....
Position

....
Name of Bidder

SECTION 4.2: MBD 6.1 — PREFERENCE POINTS CLAIM FORM

This form forms part of the bid documents and must be completed by bidders claiming preference points for the specific goals stated in this bid document. Preference points will be awarded for price and specific goals in accordance with the Preferential Procurement Policy Framework Act, the applicable Preferential Procurement Regulations, National Treasury prescripts and the approved Moretele Local Municipality Supply Chain Management Policy.

IMPORTANT: Before completing this form, bidders must study the evaluation criteria, specific-goals table, documentary proof requirements and all preferential procurement provisions contained in this bid document. Only preference claims supported by valid, clear and verifiable documentary proof may be considered.

1. General Conditions

The applicable preference point system must be determined and applied in accordance with the Preferential Procurement Regulations applicable at the date of advertisement, the approved MLM SCM Policy, and the value and nature of the procurement.

- the 80/20 system for requirements within the threshold prescribed by the applicable Preferential Procurement Regulations; and
- the 90/10 system for requirements above the threshold prescribed by the applicable Preferential Procurement Regulations.

The Municipality will disclose and apply the relevant preference point system and specific goals in this bid document, in line with the applicable Preferential Procurement Regulations and approved MLM SCM Policy.

For this bid, preference points will be allocated for price and for the specific goals expressly stated in this bid document. Bidders may not claim preference points for goals that are not disclosed in the bid document.

The maximum points for this bid are allocated as follows:

PREFERENCE POINT ALLOCATION	
Evaluation Component	**Maximum Points**
Price	80
Specific goals	20
Total points for price and specific goals	**100**

Failure by a bidder to complete and sign this form, or to submit acceptable documentary proof for a claimed specific goal, may result in no preference points being awarded for that specific goal. The bid may still be evaluated for price and functionality unless the omitted document is expressly listed as mandatory for responsiveness elsewhere in this bid document.

The Municipality may require a bidder, before adjudication or at any time thereafter, to substantiate any preference claim in the manner required by the Municipality and permitted by law.

2. Definitions

1.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

1.3 " B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.4 "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

1.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

1.6 "Evaluated price" means the price used for evaluation after applying all arithmetical corrections, unconditional discounts and adjustments permitted by the bid document and applicable procurement prescripts.

1.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of acontract;

1.8 "contract" means the agreement that results from the acceptance of a bid by an organ ofstate;

1.9 "EME" means an exempted micro enterprise as defined in the applicable B-BBEE framework or relevant sector code, where such status is used as supporting proof for a specific-goals claim.

1.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

1.12 "non-firm prices" means all prices other than "firm"prices;

1.13 "person" includes a juristic person;

1.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and exciseduties;

1.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

1.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

1.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. Adjudication Using a Point System

1.19 The bidder obtaining the highest number of total points will be awarded the contract.

Points must be calculated using the evaluated price and the specific-goals points supported by acceptable documentary proof, in accordance with the applicable Preferential Procurement Regulations, this bid document and the approved MLM SCM Policy.

1.20 Points scored must be rounded off to the nearest 2 decimal places.

Where two or more bids score equal total points, the successful bid must be determined in accordance with the tie-break provisions of the applicable Preferential Procurement Regulations and the approved MLM SCM Policy.

Where functionality forms part of the evaluation process, functionality may be considered only in the manner disclosed in this bid document and permitted by the applicable Preferential Procurement Regulations and the approved MLM SCM Policy.

1.21 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

2. POINTS AWARDED FORPRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{\quad}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{\quad}\right)$$

Where $P\min$ $P\min$

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

3. Points awarded for specific goals

3.1 Preference points must be awarded for price and for the specific goals stated in this bid document, in accordance with the Preferential Procurement Policy Framework Act, the applicable Preferential Procurement Regulations, National Treasury prescripts and the approved MLM SCM Policy. B-BBEE status level may be used only where it is stated as a specific goal or forms part of the documentary proof required for a disclosed specific goal.

Specific Goal	**Documentary Proof Required**	**Maximum Points**
BBBEE	Valid B-BBEE certificate, sworn affidavit, CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim.	5
DISABILITY	Medical certificates declaring disability	2.5
WOMEN OWNED	CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim	5
Enterprise owned by youth,	CIPC certificate, ownership records, shareholder/member register, identity documents where required, or other verifiable proof supporting the ownership claim.	5
Locality	Municipal rates	2.5
Total Specific Goals Points	**Preference points may be awarded only where the claim is supported by valid, clear and verifiable documentary proof submitted in accordance with this bid document.**	**20**

3.2 Bidders claiming preference points for specific goals must submit the documentary proof required in this bid document. Where B-BBEE status level is used as a disclosed specific goal or as supporting proof for a specific goal, acceptable proof may include a valid B-BBEE verification certificate, sworn affidavit, CIPC certificate, or other proof recognised under the applicable B-BBEE framework and capable of verification by the Municipality.

3.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

3.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

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

4. BID DECLARATION

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

5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMSOF PARAGRAPHS 1.3.1.2 AND 5.1

5.1 B-BBEE Status Level of Contribution: .... =..........................(maximum of 20 points)

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?... %

(ii) the name of the sub-contractor?... (iii) the B-BBEE status level of the sub-contractor?

....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : ....

9.2 VAT registration number : ....

9.3 Company registration number : ....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture /
Consortium One-person
business/sole propriety Close

corporation
Company
(Pty)
Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………. ………
……………… ………
………

COMPANY CLASSIFICATION

Manufactur
e
Supplier
Professional service provider
Other service providers, e.g.
transporter, etc. [TICK APPLICABLE BOX]

9.6 MUNICIPAL INFORMATION

Municipality where business is situated ……………………………………………………………….
Registered Account Number ……………………………..
Stand Number …………………………………………………..

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

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

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

________________________ SIGNATURE(S) OF BIDDER(S)

2. ………………………………………

DATE:…………………………………………………

ADDRESS:…………………………………………………

…………………………………………………………………

…………………………………………………………………

……………………………………………………………

SECTION4.3: MUNICIPAL RATES ANDSERVICES

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

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

DECLARATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………………………

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

……………………………………………………………… ………………………………………………………
Signature Date

……………………………………………………………… ………………………………………………………
Position Name of Bidder

SECTION4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs.. acting in his/her

capacity as ……………………………….. of the business trading as.................................. to sign all

documentation in connection with Tender ………………………………

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION4.5: MBD8: DECLARATION OF BIDDER'S PAST SUPPLYCHAIN MANAGEMENT PRACTICES

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

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to suchsystem;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companiesor persons who are listedon this database were informed in writingof this restrictionbytheNationalTreasuryaftertheaudialterampartemrulewas 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.	Ye	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)? The Register Tender Defaulters can be accessedonthe National Treasury's website (www.treasury.gov.za)byclickingonitslinkatthebottomofthehome 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I,THEUNDERSIGNED(FULLNAME)....................................CERTIFYTHATTHE INFORMATION

FURNISHEDONTHISDECLARATIONFORMTRUEANDCORRECT.

IACCEPTTHAT,INADDITIONTOCANCELLATIONOFACONTRACT,ACTIONMAYBETAKENAGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.... Signature	.... Date
.... Position	.... Name of Bidder

SECTION4.6 MBD 9: CERTIFICATE OFINDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Municipality / Municipal Entity)

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

every respect: I certify, on behalf of:_____________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

(a) prices;

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

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

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

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

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

………………………………………… ………………………………………

Signature Date

………………………………………… ………………………………………

Position Name of Bidder

[3]Jointventure or Consortium means an association of persons for the purpose of combining their expertise, property,

capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

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

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) ....

CAPACITY ....

SIGNATURE ....

NAME OF FIRM ....

DATE ....

WITNESS

1 ....

2 ....

DATE:

SECTION6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2) MUST FILL THIS FORM IN DUPLICATE. 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.

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

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

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

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

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

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

NAME (PRINT)……………………………………….

CAPACITY……………………………………….

SIGNATURE...NAME OF

FIRM…………………………………

DATE……………………………………….

WITNESS	
1	………………
3	………………
DATE:	

SECTION6: CONTRACT FORM: PART 2 (TO BE FILLED INBY THE PURCHASER)

1. I…...................................... in my capacity as Director: Corporate Services

accept your bid under reference number 93-13/14 dated......................... for the supply of

goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ………................................ON............................. NAME

(PRINT) ……...................................

SIGNATURE...................................OFFICIAL

STAMP

WITNESS

1 …………………

2 …………………

DATE