UMSOBOMVU LOCAL MUNICIPALITY

TENDER DOCUMENT FOR

APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING FOR A PERIOD OF THREE YEARS.

TENDER NUMBER: ULM/PPE/10/2024 (Re-advert)

NAME OF BIDDER: ……..

PHYSICAL TRADING OFFICE ADDRESS:……...

……

……

FINANCIAL (PRICE) OFFER (**RATE BASE**) :……(INCL VAT)

PREPARED BY:

UMSOBOMVU LOCAL MUNIPALITY

PRIVATE BAG X 6

9795

BID CLOSING DATE: FRIDAY, 16 MAY 2025 AT 12:00 NOON

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1. TENDER NOTICE AND INVITATION TO TENDER

ITEM	NAME AND DESCRIPTION	TENDER NUMBER	BRIEFING SESSION	CLOSING DATE AND TIME
1.	APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING FOR A PERIOD OF 36 MONTHS.	**ULM/PPE/10/2024 (Re-advert)**	Not applicable	**16 May 2025** @ 12H00 in Umsobomvu Municipality Colesberg.

Bid documents will be available on the municipal website (www.umsobomvumun.co.za) as from **14 April 2025**, bidders are advised to download, print, price and complete all forms in the tender document as requested.
NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITE IS TO BE USED.

The closing time for receipts of tenders is **12:00** on **16 May 2025**. Bids must be completed in black ink, enclosed in sealed tenders, endorsed with the corresponding notice number and description**,** must be placed in the tender box at the office of Umsobomvu Municipality, **21 A Church Street, Colesberg, 9795,** not later than 12:00 on **16 May 2025**. After which tenders will be opened in public.

Bids which are deposited late, telephonic, or e-mailed electronically will not be considered.

The Umsobomvu Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act, shall apply in the evaluation and awarding of the tender.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE OLDER THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender data will apply.

- Fully completed tender document.
- All bids submitted should remain valid for a period of **120 days** after the bid closing date.
- A Valid original SARS pin number and current tax Clearance Certificate.
- Copies of company founding statement (CK)
- Certified copies of directors' ID document
- Bidders are required to submit a municipal account bearing the Bidders entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date. Latest billing clearance certificate not older than 3 months must be

submitted with the bid, or if the property is being leased then the lease agreement must be attached, or a letter of from tribunal authority if the bidder operates in rural areas, failure to do so will result in the bid being disqualified. **NB the billing clearance certificate is only applicable to bidders who operate their business in an area or property that is not billed by the municipality**.

- Audited annual financial statements for the last 3 financial years.
- Bidders are required to submit original and valid BBBEE, status level verification certificates or certified copies thereof together with their bids, to substantiate their BBBEE rating claims.
- All bidders must be registered on the Central Suppliers Database
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

Preferential Procurement Policy Framework Act, Act No. 5 of 2000 (PPPFA) Points will be evaluated based on the following criteria:

- **Stage 1:** Compliance, Stage **2:** Functionality (Functionality scoring applicable on this bid. Bidders must obtain a minimum functionality score of 70 out of 100 points (70%) in order to be regarded as responsive).
- **Stage 3:** Price and Specific goals (80/20),
- All MBD forms must be completed accurately.

CATEGORY	VERIFICATION METHOD	WEIGHTING
100% Youth-Enterprise 18-35	Company Registration Document and Certified ID Copy	10
100% Women-Equity Ownership	Company Registration Document and Certified ID Copy	5
Disability-Equity Ownership	Medical Report	5
TOTAL SPECIFIC GOALS = 20		**20**

- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- The Umsobomvu Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

Mr. TW Msengana
Municipal Manager
Umsobomvu Municipality
Private Bag X6
COLESBERG
9795

2: CHECKLIST OF MANDATORY DOCUMENTS

NO	ITEM		CONTRACTOR TICK OFF
1	Invitation to Bid	MBD 1	
2	Declaration of Good Standing Regarding Tax	MBD 2	
3	Pricing Schedule – Professional Services	MBD 3.3	
4	Declaration of interest	MBD 4	
5	Preference points claim form	MBD 6.1	
6	Contract Form - Rendering of Services	MBD 7.2	
7	Declaration of Bidder's Past Supply Chain Management Practices	MBB 8	
8	Certificate of Independent Bid Determination	MBD 9	
9	Proof of CSD Registration		
10	Tax Clearance Certificate or Tax Compliance Status Pin Issued.		
11	Municipal account		
12	Certified copy of Identification Document of Directors and/or Members.		
13	Certified copy of Certificate of Tenderer's Certified B-BBEE Status Level of Contributor		
14	Joint Venture Agreement (if the tenderer is a joint venture)		
15	Record of Addenda		
16	Proposed Amendments and Qualifications		
17	**Functionality scoring** – Is the form duly completed and signed? Supporting schedules, documents, proof of experience and other information required (if functionality is applicable).		

3: TENDER CONDITIONS AND INFORMATION

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

2. **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 part of it. The municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points. The municipality reserves the right to waive any requirements as contained in the bid conditions and or specifications.

3. **Validity Period**
   Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

4. **VAT**
   Price(s) quoted must be firm and must be inclusive of VAT.

5. **Registration on central supplier database**
   It is expected of all prospective service providers who are not yet registered on the central supplier database to register without delay on the prescribed form. The municipality reserves the right not to award tenders to prospective suppliers who are not registered on the database.

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. Failure to do so will result in the disqualification of the tender.

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

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

   d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7. **Compulsory Documentation**

   7.1 Tax Clearance Certificate
   a) A copy of a Tax Compliance Status Pin or a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

   b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

   c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

   d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

   7.2 Municipal Rates, Taxes and Charges
   a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 month and must not be in arrears for more than 3 months at the tender closure date.

b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
c) if the property is being leased then the lease agreement must be attached.
d) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
e) Conditions for Lease agreement;
    i. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement
    ii. Lessor's Company name and must appear on the Lease Agreement.
    iii. The Lessee's Entity name must appear on the Lease Agreement.

8. Compulsory statutory supporting documents

a) Certified copies of Identity Documents of members / shareholders / directors of the company (original stamp not older than 6 months).
b) Valid CIPC documents / copies of company registration documents.
c) Declaration of interest forms duly completed (MBD documents).
d) General conditions of contract must be properly signed.
e) Local content documents to be complete (when applicable)

9. Conditions

Comply with conditions as specified in the Bid documents and / or specification documents.

10. Bill of quantity

a) Service providers are expected to quote on all the items in the bill of quantity

11. 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.

12. Samples

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

13. 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.

14. Submission of Tender

a) The completed Tender documents must be placed in the Tender Box, situated at the main reception area of UMSOBOMVU LOCAL MUNICIPALITY, 21A Church Street, Colesberg 9795.

b) Faxed and late tenders will not be accepted.

15. Expenses Incurred in Preparation of Tender

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

16. Contact with Municipality after Tender Closure Date

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

17. Opening, Recording and Publications of Tenders Received

a) Details of all bids received will be posted on the municipal website (www.umsobomvumun.co.za).

b) Faxed and late tenders will not be accepted.

18. 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.

19. Procurement Policy

Bids will be evaluation in terms of the 80 (price) /20 specific goals point system. Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

20. Contract

The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

21. Subcontracting

a) The service provider shall not subcontract the whole of the Contract.

b) Except where otherwise provided by the service provider, the service provider 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 service provider and any subcontractors selected by the service provider 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 service provider 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 service provider 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 service provider, his agents or employees.

22. Language of Service Provider

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

23. Extension of Contract

The contract with the successful bidder may be extended on the basis of performance with a period not exceeding 15% of the original contract.

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.

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 councilor 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, favor, hospitality or any other benefit in any improper way, with this or any past tender.

26. Validity of BEE certificates:

a) If the certificate was issued by a verification agency the following must be on the face of the certificate:
SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

b) If the certificate was issued by registered auditors approved by IRBA
Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall
B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an certified copy of the original.

27. Letter of Good Standing from the Commissioner of Compensation

a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

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 copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a 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 copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, 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 valid Letter of Good Standing from the Compensation Commissioner, the original or 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 expires 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.

28. Authorized Signatory

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

29. Negotiations

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

30. SABS Approved

Product must be SABS approved.

31. In the case of a Trust, Consortium or Joint venture the following will apply:

i) The Trust, Consortium or Joint venture agreement must be submitted as part of the bid documents;

ii) No amendments to Trust, Consortium or Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Trust, Consortium or Joint venture continue without approval the Trust, Consortium or Joint venture contract can be cancelled as if poor performance had taken place;

iii) The Trust, Consortium or Joint venture will only qualify for points for their HDI as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Trust, Consortium of Joint venture.

iv) All members of the Trust, Consortium or Joint venture must submit, with the bid documents:

a) A valid tax clearance certificate or SARS tax pin, individually;

b) an agreement that clearly provides clarity of Profit and liability sharing; and

c) a resolution taken by the board of directors of the Consortium or Joint venture and other information that agrees with the Trust, Consortium or Joint venture agreement.

v) For the evaluation of functionality regarding a Consortium or Joint venture refer to the functionality section.

4. GENERAL CONDITIONS OF CONTRACT

NOTES
The purpose of this document is to:

i. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 supplies are so delivered and a valid receipt is obtained. 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

General Conditions of Contract		
	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 supplies covered by the bid will be manufactured.
	1.17	"Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
	1.18	"Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
	1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
	1.20	"Project site," where applicable, means the place indicated in bidding documents.
	1.21	"Purchaser" means the organization purchasing the goods.
	1.22	"Republic" means the Republic of South Africa.
	1.23	"SCC" means the Special Conditions of Contract.
	1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
	1.25	"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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
	2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non- refundable fee for documents may be charged.
	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

General Conditions of Contract		
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
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) an cashier's or certified cheque.
	7.4	The performance security will be discharged by the purchaser and returned to the provider 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 in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

General Conditions of Contract	
	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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instruction ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
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 in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental Services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

	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 in SCC, 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 in SCC. 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 in SCC 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 remember the defect(s) within the period specified in SCC, 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.

General Conditions of Contract	
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, Provincial department or a local authority. 21.4 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 supplies are required, or the supplier's services are not readily available. 21.5 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 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies 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.

General Conditions of Contract	
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23.Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b. if the supplier fails to perform any other obligation(s) under the contract; or c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated. 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: i. the name and address of the supplier and / or person restricted by the purchaser; ii. the date of commencement of the restriction; iii. the period of restriction; and iv. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits.

		According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti- dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and b) the purchaser shall pay the provider any monies due the supplier.
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

General Conditions of Contract	
	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 in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIPP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices	34.1 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 (or bid rigging). 34.2 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 purchase may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 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.

CERTIFICATION

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

CERTIFY THAT I HAVE READ AND UNDERSTOOD THE GENERAL CONDITIONS OF CONTRACT.

……...	**……..…..**
Signature	**Date**
……	**…….……..**
Position	**Name of Bidder**

SPECIAL CONDITIONS

a) In the event of Non- or Poor Performance of Service Providers/Suppliers, it will be dealt with in terms of SCM Policy.

b) Penalties services/items will be done will be dealt with in terms of section 22 of the General Conditions of Contract as stated below. Also refer to paragraph 1.1.2,

Section 1.2: Conditions and Information.

"22. Penalties

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

c) A preferred and alternative bidder may be appointed depending on the responsiveness of bidders.

d) The successful bidder (preferred bidder) must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and the first alternative bidder will be used.

e) The first alternative bidder must confirm, in writing, within 24 hours after receipt of the order, that the required quantity per order can be delivered. Failure to respond or to make alternative arrangements with the relevant municipal official will result in cancellation of the order and it will be deemed that the items cannot be delivered, and then three (3) quotations and/or other relevant procurement process will be followed.

f) Payment of services/items will be done will be dealt with in terms of section 16 of the General Conditions of Contract as stated below:22 | P a g e

"16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated."

5. SCOPE OF WORK

1. INTRODUCTION

Umsobomvu Local Municipality (ULM) invites bids from relevant, suitably qualified and experienced service provider to tender for the appointment of personal protective clothing for a period of three years

GENERAL EMPLOYEES PPE SPECIFICATIONS

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
42	8		LEATHER GLOVES	XL	8
40	7		LEATHER GLOVES	(L)	7
52	10		LEATHER GLOVES	XXXL	10
42	8		LEATHER GLOVES	(L)	8
34	7		LEATHER GLOVES	M	7
42	7	RUBBER GLOVES		XL	7
44	8	RUBBER GLOVES		XL	8
50	10	RUBBER GLOVES		XXL	10
34	7	RUBBER GLOVES		M	7
38	6	RUBBER GLOVES		M	6
36	6	RUBBER GLOVES		M	6
48	7	RUBBER GLOVES		XXL	7
34	5	RUBBER GLOVES		M	5
36	7	RUBBER GLOVES		M	7
		RUBBER GLOVES		XL	

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
34	8	RUBBER GLOVES	LEATHER GLOVES	L	8
36	8	RUBBER GLOVES	LEATHER GLOVES	LARGE	8
54	6	RUBBER GLOVES	LEATHER GLOVES	XXL	6
36	9	RUBBER GLOVES	LEATHER GLOVES	L	9
52	5	RUBBER GLOVES	LEATHER GLOVES	XXL	5
54	5	RUBBER GLOVES	LEATHER GLOVES	XXL	5
36	3	RUBBER GLOVES	LEATHER GLOVES	M	3
42	3	RUBBER GLOVES	LEATHER GLOVES	L	3
40	5	RUBBER GLOVES	LEATHER GLOVES	L	5
54	6	RUBBER GLOVES	LEATHER GLOVES	XXXL	6
36	7	RUBBER GLOVES	LEATHER GLOVES	M	7
44	10 equivalent to (REBEL)			L	
40	8 (REBEL)			M	
38	7 (REBEL)			M	
40	3 (REBEL)			M	
36	4 (REBEL)			M	
40	8	RUBBER GLOVES		L	7

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
36	4	RUBBER GLOVES		M	3
42	4	RUBBER GLOVES		L	3
36	5	RUBBER GLOVES		M	4
46	10	RUBBER GLOVES		XL	9
40	6	RUBBER GLOVES		L	5
58	10	RUBBER GLOVES		XXL	10
44	10	RUBBER GLOVES		L	10
42	8	RUBBER GLOVES		L	8
40	8	RUBBER GLOVES		L	8
44	10	RUBBER GLOVES		L	10
40	8	RUBBER GLOVES		L	8
38	5	RUBBER GLOVES		L	5
42	9	LEATHER GLOVES		L	
46	9	LEATHER GLOVES		L	
48	10	LEATHER GLOVES		L	10
42	8	LEATHER GLOVES		L	8

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
42	6	LEATHER GLOVES		L	6
36	7	LEATHER GLOVES		L	7
34	5	LEATHER GLOVES		L	5
44	8	LEATHER GLOVES		L	8
40	7	LEATHER GLOVES		L	7
42	9	LEATHER GLOVES		L	9
42	6	LEATHER GLOVES		L	6
34	5			L	5
32	6	RUBBER GLOVES		M	6
40	9	LEATHER GLOVES		XL	9
36/40	6	Rubber gloves		L	6
46	9	LETHER GLOVE		L	9
48/42	9	LETHER GLOVES		XXL	9
42	8	LETHER GLOVES		XL	8
46	10	LETHER GLOVES		XXL	10
34	5	LETHER GLOVES		S	5
42	6	LETHER GLOVES		L	6
38	7	LETHER GLOVES		L	7
38	5	RUBBER GLOVES		M	5
44	8	RUBBER GLOVES		L	8

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
42	6	RUBBER GLOVES		XL	6
42	8	RUBBER GLOVES		L	8
42	8	RUBBER GLOVES		L	8
38	6			M	6
40	5			L	5
42	6			XL	6
50	6			XXXL	6
46	5			XXL	5
28	2			SMALL	2
38	4			XL	4
38	5			XL	5
38	6			XL	6
42	5			XXL	5
28	4			S	4
36	9	Gloves (NITRILE COATED, CODE #57	Thermal Jacket. Code:DW-ARC40-WJ	L	9
38	SIZE 6 (HITEC BROWN TEKKIES)	Gloves (NITRILE COATED, CODE #57	Thermal Jacket. Code:DW-ARC40-WJ Size large	L	6
42	SIZE 8 (HITEC BROWN TEKKIES)	Gloves (NITRILE COATED, CODE #57	Thermal Jacket. Code:DW-ARC40-WJ Size xxl	L	8
42	SIZE 9 (HITEC BROWN TEKKIES)	Gloves (NITRILE COATED, CODE #57 SHORT	Thermal Jacket. Code:DW-ARC40-WJ Size xxl	L	9

OVERALL SIZE	BOOTS SIZE	RUBBER GLOVES	LEATHER GLOVES	RAIN COATS	WATER BOOTS SIZES
34	SIZE 10 (HITEC BROWN TEKKIES)	Gloves (NITRILE COATED, CODE #57	Thermal Jacket. Code:DW-ARC40-WJ Size large	L	10
		Gloves (NITRILE COATED, CODE #57	Thermal Jacket. Code:DW-ARC40-WJ	L	
				L	
40	4	RUBBER GLOVES	LEATHER GLOVES	M	4
30	7	RUBBER GLOVES	LEATHER GLOVES	M	7
38	7	RUBBER GLOVES	LEATHER GLOVES	M	7
44	7	RUBBER GLOVES	LEATHER GLOVES	L	7
30	9	RUBBER GLOVES	LEATHER GLOVES	L	9
30	6	RUBBER GLOVES	LEATHER GLOVES	S	6
					10

Overall equivalent Johnson Eskom

- 100% Cotton,315gsm flame treated fabric
- Eskom pantone navy blue jacket & pants
- 50mm Silver retro-reflective flame retardant tape double needle top stitched on arms & legs
- Concealed heavy duty Vizion zip & plastic press stud closure
- Mitred laid on jackets pockets, mitred left breast pocket with flap & button closure
- Two sided entry pants pocket with money pocket & mitred back pockets
- Full triple needle topstitched garmet
- The natural fibres add comfort & breathability
- Protection in the event of accidental flame contact

Boots equivalent Bells Boots Still-tour

- Conform to EN ISO 20345:2011
- Waterproof full grain cow leather upper
- Slip resistant outsole, SRC (Slip resistance on ceramic tile floor with NaLS & on steel floor with glycerine)
- Kevlar midsole protects from penetrating objects & heat
- Energy absorbing heel
- Removabe insole
- Il resistant
- Contact heat resistant outsole at 00 degrees celcus for 60 seconds
- Composite toe cap is impact resistant up to 200+ 4J
- Cleated outsole for additional traction

Leather gloves equivalent NITROLITE

- High Obrasion
- Oil solvent resistance
- High dexterity
- Grey nitrile palm coated
- Nylon seamless shell
- Composite knitted wrist

Rubber gloves (Latex & Nitrile)

- 100% Nitrile which prevents allergies
- Disposable & powder free
- Lightweight yet strong due to the gloves construction
- Comfortable & good dexterity
- Food safe and chemical resistant
- FDA compliant

Rain Suit (HYDROPLUS)

- 30%PVC,60% Polyurethane & 10% Polyester,31gsm fabric
- Premium rain suit suitable for exposure to rain & wet condition
- Fluescent orange high visibility garment with 50mm silver reflective tape on arms, legs & torso and has flame resistant & anti-static properties
- Lightweight, water-resistant & comfortable
- Semi-opened rear and lined with polyster for breathability
- Heat sealed seams
- Heavy duty chuncky nylon zip ,outer stom flap with large
- 2 Large waiste pockets with storm flap
- Pants with elasticated waisteband

Euro Goggles (Yellow, code:DV-026-A)

Quantity : 20

- Polycarbonate mono lens, black nylon frame & adjustable temples
- Scratch resistant lens
- Anti-fog lens (clear only)
- Anti-glare lens (amber,grey & green)

3000 Series (Mask)

Quantity: 50

3232-FFP3 VALVED (NRCS/8072/0169)

Complies with BS EN 149:2001+A1:2009 FFP3 NR D

Dolomite tested as per BSI,CE 690046

- Suitable for a single 8 hour use against solid & liquid based aesosols in high dust areas
- Low breathing resistance for increased weare comfort
- Adjustable head straps
- Plastic Adjustable nose clip
- Soft foam nosepiece for a custom fit

3 Ply Mask

Quantity : 200

- . Suitable for a single use
- . Spun bonded polypropylene non-woven fabric with filter
- . Protection against incidence of cross infection of airborne
- . 100% Latex free ear band loop

Ear plug dispenser (Code: DR-118C)

Quantity : 20

- Hi-visibility fluorescent blue triple flange TPR ear plugs
- H=29 Db,M=26Db,L=26Db
- SNR 29 Db

Jacket (40cal ARC THERMAL JACKET)

Code : DW-ARC 40-WJ

- ATPV 40 cal/cm
- Dromex A.P.T Fabric-88% Cotton 12% Nylon,305gsm (Outer fabric & lining
- Flame retardant thread throughout
- Flame retardant wedding interlining
- Flame retardant Velcro onpockets & front closure
- Flame retardant rib knit cuffing on sleeves
- Double needle topsnitching on armholes & shoulder

Summer Hats (normal Hats for summer)

Colour: Blue

ELECTRICIANS PPE SPECIFICATION

ITEMS	DESCRIPTION	RATING	SIZE	SPECIFICATIONS	STANDARD
1	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	9.6 Cal/Cm2	XL	ATPV 9.6 Cal/cm2,Dromex A.P.T Fabric 88% cotton 12%nylon, 237gsm. Flame retardant throughout. Flame retardant melamine buttons, Triple neddle topstitched garment, Two mitred breast pockets with double needle top stitching and mitred flap, 50mm silver FR reflective tape on arms.	IEC 61482-2
2	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	9.6 Cal/Cm2	L		IEC 61482-2
3	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	9.6 Cal/Cm2	M		IEC 61482-2
4	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	9.6 Cal/Cm2	XL		IEC 61482-2
5	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	9.6 Cal/Cm2	L		IEC 61482-2
6	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	9.6 Cal/Cm2	M		IEC 61482-2
7	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	15 cal/cm2	36	ATPV 15 Cal/cm2,Dromex A.P.T Fabric 88% cotton 12%nylon, 305gsm. Flame retardant throughout. Flame retardant melamine buttons, Triple neddle topstitched garment, Two mitred breast pockets with double needle top stitching and mitred flap, 50mm silver FR reflective tape on arms.	IEC 61482-2
8	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	15 cal/cm2	42		IEC 61482-2

ITEMS	DESCRIPTION	RATING	SIZE	SPECIFICATIONS	STANDARD
9	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	15 cal/cm2	44		IEC 61482-2
10	Arc Rating 15 cal/cm2 Flame Retardant Pants	15 cal/cm2	32	ATPV 15 Cal/cm2,Dromex A.P.T Fabric 88% cotton 12%nylon, 305gsm. Flame retardant throughout. Flame retardant melamine buttons, Triple neddle topstitched garment, Two mitred breast pockets with double needle top stitching and mitred flap, 50mm silver FR reflective tape on legs.	IEC 61482-2
11	Arc Rating 15 cal/cm2 Flame Retardant Pants	15 cal/cm2	38		IEC 61482-2
12	Arc Rating 15 cal/cm2 Flame Retardant Pants	15 cal/cm2	40		IEC 61482-2
13	Rubberised Rain Coats/Suits Navy in colour	4 Cal/Cm2	XL	50mm silver FR reflective tape on arms and legs.	IEC 61482-2
14	Rubberised Rain Coats/Suits Navy in colour	4 Cal/Cm2	L	50mm silver FR reflective tape on arms and legs.	IEC 61482-2
15	Rubberised Rain Coats/Suits Navy in colour	4 Cal/Cm2	M	50mm silver FR reflective tape on arms and legs.	IEC 61482-2
16	Flame Retardant Reflective vest	4 Cal/Cm2	XL	50mm silver FR reflective tape on the chest.	IEC 61482-2
17	Flame Retardant Reflective vest	4 Cal/Cm2	L	50mm silver FR reflective tape on the chest.	IEC 61482-2
18	Flame Retardant Reflective vest	4 Cal/Cm2	M	50mm silver FR reflective tape on the chest.	IEC 61482-2
19	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	15Cal/Cm2	XL	ATPV 15 Cal/cm2, Dromex A.P.T Fabric 88% cotton 12%nylon, 305gsm. Flame retardant wadding interlining. Flame retardant velcro on pockets & front closure, Triple neddle topstitched garment, Two mitred breast pockets	IEC 61482-2
20	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	15Cal/Cm2	L		IEC 61482-2

ITEMS	DESCRIPTION	RATING	SIZE	SPECIFICATIONS	STANDARD
21	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	15Cal/Cm2	M	with double needle top stitching and mitred flap, 50mm silver FR reflective tape on arms.	IEC 61482-2
22	MSA Safety White Safety Helmet with Chin Strap, Ventilated		Fit All		IEC 61482-2
23	Electrician Oudoor Hats		L	100% cotton	
24	Electrician Gumboots		9	Rubberised	
25	Electrician Gumboots		8	Rubberised	
26	Electrician Gumboots		10	Rubberised	
27	Electrician Gumboots		7	Rubberised	
28	Electrician Gumboots		4	Rubberised	
29	REBEL CRAZY HORSE BOOT		9		IEC 61482-2
30	REBEL CRAZY HORSE BOOT		8		IEC 61482-2
31	REBEL CRAZY HORSE BOOT		7		IEC 61482-3
32	REBEL CRAZY HORSE BOOT		4		IEC 61482-2

TRAFFIC DEPARTMENT UNIFORM AND SPECIFICATIONS

ITEM NO	SPECIFICATION	SIZE
1.	NAVY B/BALL CAP WITH LOGO	
	ID SHIELD WITH NAME	
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON	
	V-NECK JESEY L/SLEEVE	XL
	V-NECK PULLOVER	XL
	T-SHIRT SS CREW NECK	L
	PANTERA SHIRTS SORT	L
	MENS TROUSER OFFICERS	40
	BOOTS MAGNUM VIPEER PRO SZ CT	8
	SOCKS MAN	
	BRONX SHOE RENAGADE MEN	8
	DOUBLE COLLER JACKET	XXXXX
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	XXL
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXL
2	NAVY B/BALL CAP WITH LOGO	
	ID SHIELD WITH NAME	
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON	
	V-NECK JESEY L/SLEEVE	XL
	V-NECK PULLOVER	XL
	T-SHIRT SS CREW NECK	L
	PANTERA SHIRTS SORT	L
	COMBAT TROUSER	42
	MENS TROUSER OFFICERS	40
	BOOTS MAGNUM VIPEER PRO SZ CT	8
	SOCKS MAN	
	BRONX SHOE RENAGADE MEN	8
	DOUBLE COLLER JACKET	XXXX
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	XXXL
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXXL

ITEM NO	SPECIFICATION	SIZE
3	NAVY B/BALL CAP WITH LOGO	
	ID SHIELD WITH NAME	
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON	
	V-NECK JESEY L/SLEEVE	XXXXL
	V-NECK PULLOVER	XXXXL
	T-SHIRT SS CREW NECK	XXXXL
	PANTERA SHIRTS SORT	XXXXL
	MENS TROUSER OFFICERS	46
	COMBAT TROUSER	46
	BOOTS MAGNUM VIPEER PRO SZ CT	9
	SOCKS MAN	
	BRONX SHOE RENAGADE MEN	9
	DOUBLE COLLER JACKET	
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	XXXXL
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXXXL
4.	NAVY B/BALL CAP WITH LOGO	
	ID SHIELD WITH NAME	
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON	
	V-NECK JESEY L/SLEEVE	
	V-NECK PULLOVER	
	T-SHIRT SS CREW NECK	
	PANTERA SHIRTS SORT	
	MENS TROUSER OFFICERS	
	BOOTS MAGNUM VIPEER PRO SZ CT	
	SOCKS MAN	
	BRONX SHOE RENAGADE MEN	
	DOUBLE COLLER JACKET	
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	L
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	

5 FUNCTIONALITY CRITERIA

5.1 FUNCTIONALITY

5.1.1 This bid is subject to functionality scoring based on specific quality criteria.

5.1.2 Only bidders who attain a minimum score of **70 out of 100 points (70%)** will be considered for further evaluation.

5.1.3 Bidders that do not meet the minimum functionality scoring as indicated, will be regarded as non-responsive and will not be evaluated on price and specific goals.

5.1.4 The description of the functionality criteria and the maximum possible score is shown in the table below:

NO	CRITERIA	EVALUATION CRITERIA	POINTS ALLOCATION	MAXIMUN POINTS ALLOCATED
1	Company experience Attach proof of Appointment & reference letters of similar projects to be provided to claim points. It should be noted that no points will be awarded if any reference/confirmation does not have an appointment letter or appointment letter does not have a reference relating to it).	A full set of appointment letters and reference letters for each project is required to claim points and no partial award of points will be allocated for partial submissions).	10 points for each set 0 points for non-submission	**40**
2	Bank Rating Letter Grade A to C	The tenderer must submit a bank rating letter	Rating A -40 points Rating B - 30 Rating C -20 Rating D - 10	**10**
3	Methodology and Time Frame	Attach delivery turnaround plan with time frames	14 days 20 21 days 15 30days - 10	**20**

6. RETURNABLE MBD DOCUMENTS

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE UMSOBOMVU LOCAL MUNICIPALITY.					
BID NUMBER:	**ULM/PPE/10/2024 (Re-advert)**	CLOSING DATE:	**16 May 2025**	CLOSING TIME:	**12H00**
DESCRIPTION	**APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING FOR A PERIOD OF THREE YEARS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

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

21A Church Street
Colesberg
9795

SUPPLIER INFORMATION

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

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Corporate Services
CONTACT PERSON	N Dyantyi	CONTACT PERSON	ST Felix
TELEPHONE NUMBER	051 753 0040	TELEPHONE NUMBER	051 753 0040
E-MAIL ADDRESS	nmndini@umsobomvumun.co.za	E-MAIL ADDRESS	shereave@umsobomvumun.co.za

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

MBD 2

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

1. In order to meet this requirement bidders are required to complete the full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The Tax Clearance Certificate PIN number must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za or at our SCM office.

6. Applications for the Tax Clearance Certificates may also be made via e-Filling. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

MBD 3.3

PRICING SCHEDULE

UMSOBOMVU MUNICIPALITY
The Municipal Manager
21A Church Street
COLESBERG
9795

In response to the official notice call for the supply and delivery of the services listed I / we the undersigned, carrying on a business under the name of:

……..

……

Adress: ……..

……..

……

……..

Tel nr: ……..
Of hereby quote to supply the services in accordance with the General Conditions of Contract and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my / our quotation.

Quotation prices are included in Section below hereof.
The undersigned agrees, that in terms of these documents this Quotation shall remain open for acceptance for a period of 120 (one hundred and twenty) days from the date on which quotations are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification.

Bidders to take note that this is rate base pricing

ITEM	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
1	**OVERALL (Two piece)**				
		26	1		
		28	1		
		30	1		
		32	1		
		34	1		
		36	1		
		38	1		
		40	1		
		42	1		
		44	1		
		46	1		
		48	1		
		50	1		
		52	1		
		54	1		
		56	1		
		58	1		
2	**THERMAL JACKET**				
		L	1		
3	**BOOTS**				
		3	1		
		4	1		
		5	1		
		6	1		
		7	1		
		8	1		

ITEM	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
		9	1		
		10	1		
4	**TEKKIES**				
		6	1		
		8	1		
		9	1		
		10	1		
5	**RAIN COATS**				
		S	1		
		M	1		
		L	1		
		XL	1		
		XXL	1		
		XXXL	1		
6	**WATER BOOTS**				
		3	1		
		4	1		
		5	1		
		6	1		
		7	1		
		8	1		
		9	1		
		10	1		
7	**RUBBER GLOVES**				
		S	1		
		M	1		
		L	1		
		XL	1		

ITEM	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
		XXL	1		
		XXXL	1		
	LEATHER GLOVES				
		S	1		
		M	1		
		L	1		
		XL	1		
		XXL	1		
		XXXL	1		
	COATED GLOVES				
		L	1		

ELECTRICIANS PPE

ITEMS	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
1	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	XL	1		
2	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	L	1		
3	Arc Rating ATPV 9.6 cal/cm2 Long Sleeve Shirt (Sky Blue Colour)	M	1		
4	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	XL	1		
5	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	L	1		
6	Arc Rating 9.6 cal/cm2 Short Sleeve Golf T-Shirt (Navy Colour)	M	1		
7	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	36	1		
8	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	42	1		
9	Arc Rating 15 cal/cm2 Flame Retardant Jackets (Navy Colour)	44	1		
10	Arc Rating 15 cal/cm2 Flame Retardant Pants	32	1		
11	Arc Rating 15 cal/cm2 Flame Retardant Pants	38	1		
12	Arc Rating 15 cal/cm2 Flame Retardant Pants	40	1		
13	Rubberised Rain Coats/Suits Navy in colour	XL	1		
14	Rubberised Rain Coats/Suits Navy in colour	L	1		

ITEMS	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
15	Rubberised Rain Coats/Suits Navy in colour	M	1		
16	Flame Retardant Reflective vest	XL	1		
17	Flame Retardant Reflective vest	L	1		
18	Flame Retardant Reflective vest	M	1		
19	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	XL	1		
20	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	L	1		
21	ATPV 15Cal/cm2 Thermal Jacket (Navy colour)	M	1		
22	MSA Safety White Safety Helmet with Chin Strap, Ventilated	Fit All	1		
23	Electrician Oudoor Hats	L	1		
24	Electrician Gumboots	9	1		
25	Electrician Gumboots	8	1		
26	Electrician Gumboots	10	1		
27	Electrician Gumboots	7	1		
28	Electrician Gumboots	4	1		
29	REBEL CRAZY HORSE BOOT	9	1		
30	REBEL CRAZY HORSE BOOT	8	1		
31	REBEL CRAZY HORSE BOOT	7	1		
32	REBEL CRAZY HORSE BOOT	4	1		

TRAFFIC PPE

ITEM NO	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
1.	NAVY B/BALL CAP WITH LOGO		1		
	ID SHIELD WITH NAME		1		
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON		1		
	V-NECK JESEY L/SLEEVE	XL	1		
	V-NECK PULLOVER	XL	1		
	T-SHIRT SS CREW NECK	L	1		
	PANTERA SHIRTS SORT	L	1		
	MENS TROUSER OFFICERS	40	1		
	BOOTS MAGNUM VIPEER PRO SZ CT	8	1		
	SOCKS MAN		1		
	BRONX SHOE RENAGADE MEN	8	1		
	DOUBLE COLLER JACKET	XXXXX	1		
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK NAME OF THE OFFICER FRONT	XXL	1		
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXL	1		
2	NAVY B/BALL CAP WITH LOGO		1		
	ID SHIELD WITH NAME		1		
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON		1		
	V-NECK JESEY L/SLEEVE	XL	1		
	V-NECK PULLOVER	XL	1		

ITEM NO	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
	T-SHIRT SS CREW NECK	L	1		
	PANTERA SHIRTS SORT	L	1		
	COMBAT TROUSER	42	1		
	MENS TROUSER OFFICERS	40	1		
	BOOTS MAGNUM VIPEER PRO SZ CT	8	1		
	SOCKS MAN		1		
	BRONX SHOE RENAGADE MEN	8	1		
	DOUBLE COLLER JACKET	XXXX	1		
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	XXXL	1		
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXXL	1		
3	NAVY B/BALL CAP WITH LOGO		1		
	ID SHIELD WITH NAME		1		
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON		1		
	V-NECK JESEY L/SLEEVE	XXXXL	1		
	V-NECK PULLOVER	XXXXL	1		
	T-SHIRT SS CREW NECK	XXXXL	1		
	PANTERA SHIRTS SORT	XXXXL	1		
	MENS TROUSER OFFICERS	46	1		
	COMBAT TROUSER	46	1		
	BOOTS MAGNUM VIPEER PRO SZ CT	9	1		

ITEM NO	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
	SOCKS MAN		1		
	BRONX SHOE RENAGADE MEN	9	1		
	DOUBLE COLLER JACKET		1		
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	XXXXL	1		
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT	XXXXL	1		
4.	NAVY B/BALL CAP WITH LOGO		1		
	ID SHIELD WITH NAME		1		
	EPPS 1 GOLD BULK,1 GOLD WREATHS+GOLD BUTTON		1		
	V-NECK JESEY L/SLEEVE		1		
	V-NECK PULLOVER		1		
	T-SHIRT SS CREW NECK		1		
	PANTERA SHIRTS SORT		1		
	MENS TROUSER OFFICERS		1		
	BOOTS MAGNUM VIPEER PRO SZ CT		1		

ITEM NO	DESCRIPTION	SIZE	QUANTITY	RATE	AMOUNT
	SOCKS MAN		1		
	BRONX SHOE RENAGADE MEN		1		
	DOUBLE COLLER JACKET		1		
	TRAFFIC REFLECTIVE JACKET DETACHABLE SLEEVEPIONEER-LIME/ORANGE UMSOBOMVU TRAFFIC AT THE BACK,NAME OF THE OFFICER FRONT	L	1		
	WIND BREAKER JACKET TWO TONE WITH UMSOBOMVU TRAFFIC AT THE BACK AND LOG INFRONT AND NAM IN FRONT		1		
	MUNICIPAL LOGO		1		
				SUB-TOTAL	
				VAT	
				TOTAL	

BIDDERS ARE REQUIRED TO INDICATE ON THE TABLE BELOW THE ESCALATION PERCENTAGE FOR THE OUTER YEARS.

2025/26 PERCENTAGE INCREASE	2026/27 PERCENTAGE INCREASE
----------% -	----------% -

Bid price (all taxes included): R…….

Amount in words:

……

……

Signed at ……on this …….. Day

…….

2024.

Signed by, on or behalf of the bidder, in the presence of the undersigned witnesses.

WITNESSESS:

1. …….

2. …….

……
SIGNATURE OF BIDDER

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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	**In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**	
3.1	Full Name of bidder or his / her representative: ……..……..……	
3.2	Identity Number: ……..……..	
3.3	Position occupied in the Company (director, trustee, shareholder[2]): …….	
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 (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?	YES / NO
3.8.1	If yes, furnish particulars: ……..... …… ……	

[1] 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 or 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 entity; or

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

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

3.9 3.9.1	Have you been in the service of the state for the past twelve months? If yes, furnish particulars: ……..... …… ……	YES / NO
3.10 3.10.1	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? If yes, furnish particulars: ……..... …… ……	YES / NO
3.9 3.9.1	Have you been in the service of the state for the past twelve months? If yes, furnish particulars: ……..... …… ……	YES / NO
3.10 3.10.1	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? If yes, furnish particulars: ……..... …… ……	YES / NO
3.11 3.11.1	Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish particulars: ……..... …… ……	YES / NO
3.12 3.12.1	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars: ……..... …… ……	YES / NO
3.13 3.13.1	Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish particulars: ……..... …… ……	YES / NO
3.14 3.14.1	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? If yes, furnish particulars: ……..... …… ……	YES / NO

4. Full details of directors / trustees / members / shareholders		
Full Name	**Identity Number**	**State Employee Number**

..... **..... Signature**
Date

..... **..... Capacity**
Name of the bidder

PREFERENCE POINT CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOMEGENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Umsobomvu Local Municipality Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated(80/20 system) (To be allocated by the municipality	Number of points claimed (80/20 system) (To be completed by the tender)
POINTS FOR PRICE	**80**	
SPECIFIC GOALS	**20**	
100% Youth-Enterprise 18-35	10	
100% Women-Equity Ownership	5	
Disability-Equity Ownership	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm……..

4.4 Company registration number: ……...

4.5 **TYPE OF COMPANY/ FIRM: [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

4.9 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

…… **SIGNATURE(S) OF TENDERER(S)** **DATE** …….. **ADDRESS**: ……..…… …….. ……	WITNESSES **1.** …….. **2.** ……..……..

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

   (i) Bidding documents, *viz*
   - Invitation to bid
   - Tax clearance certificate
   - Pricing schedule(s)
   - Filled in task directive/proposal
   - Preference claims in terms of the Preferential Procurement Regulations 2001
   - Declaration of interest
   - Special Conditions of Contract;

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

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

4. 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.

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

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

NAME (PRINT) …….

CAPACITY …….

SIGNATURE …….

NAME OF FIRM ……

DATE …….

WITNESSES

1 …….

2 …….

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I……. in my capacity as……..……..

accept your bid under reference number ……dated……for the rendering of services indicated hereunder and/or further specified in the annexure(s).

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

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

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

SIGNED AT …… ON ……..

NAME (PRINT) ……

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ……

2 ……

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN 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 such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	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 ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION MBD 8

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

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

……...	**……..…..**
Signature	**Date**
…….	**…….……..**
Position	**Name of Bidder**

MBD 9

CERTIFICATE OF INDEPENDENT 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. takes all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NO:ULM/PPE/10/2024 (Re-advert). APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING FOR A PERIOD OF THREE YEARS.

(Bid Number and Description)

in response to the invitation for the bid made by:

UMSOBOMVU LOCAL MUNICIPALITY

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

I certify, on behalf of:_____that:

(Name of Bidder)

2. I have read and I understand the contents of this Certificate;

3. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

4. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

5. 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;

6. 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

7. 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.

8. 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.

9. 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.

10. 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.

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

…… ……

Signature Date

……. …….....

Position Name of Bidder

7. RETURNABLE SCHEDULES

7.1.PROOF OF CSD REGISTRATION

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.2.TAX CLEARANCE CERTIFICATE OR TAX COMPLIANCE STATUS PIN

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

8. 7.3 PROOF OF CURRENT MUNICIPAL RATES, TAXES AND CHARGES

a) Tenderers are required to submit a municipal account bearing the Tenderers Entity's name as proof of payment of municipal services which is not older than 3 months and must not be in arrears for more than 3 months at the tender closure date.
b) In the event of residing at the rural area where services are not rendered a letter from the tribal authority with affidavit must be submitted.
c) For Joint Ventures(JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (d)
d) Conditions for Lease agreement;
   iv. In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement.
   v. Lessor's Company name and must appear on the Lease Agreement.
   vi. The Lessee's Entity name must appear on the Lease Agreement

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.4 CERTIFIED COPIES OF IDENTITY DOCUMENTS OF MEMBERS/ SHAREHOLDERS / DIRECTORS OF THE COMPANY (ORIGINAL STAMP NOT OLDER THAN 6 MONTHS)

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.5 VALID CIPC DOCUMENTS / COPIES OF COMPANY REGISTRATION DOCUMENTS

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.6. BBBEE CERTIFICATE – ONLY THE FOLLOWING ORIGINAL BB BEE CERTIFICATES AND / OR CERTIFIED COPY OF BB BEE CERTIFICATES WILL BE ACCEPTED AND MUST BE ATTACHED. IRBA, SANAS OR SWORN AFFIDAVIT. (NO POINTS WILL BE CLAIMED WITHOUT BBBEE CERTIFICATE).

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.7. JOINT VENTURE AGREEMENT (IF THE TENDERER IS A JOINT VENTURE)

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……

7.8. RECORD OF ADDENDA

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

7.9. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

7.10. EXPERIENCE OF TENDERING ENTITY

Attach document to this page

Name of Tender: ……Date:……..

Signature: ……..…Position: …….

Full Name of signatory: ……