

MOGALAKWENA LOCAL MUNICIPALITY



PROJECT NAME:
**APPOINTMENT OF PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY
AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR
MOGALAKWENA MUNICIPALITY FOR THE PERIOD OF THREE (3) YEARS.**

**PRE QUALIFICATION CRITERIA IS APPLICABLE FOR THIS TENDER AND
ONLY TENDERS MEETING THE CRITERIA WILL BE CONSIDERED.**

TENDER NO: 13-2022/2023
TENDER CLOSING DATE AND TIME: 19 JULY 2023 @ 12H00 pm

NAME OF TENDERER: _____

CONTACT PERSON: _____

CELL NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADRESS: _____

POSTAL ADRESS: _____

TENDERED AMOUNT IN (R): _____

TENDER SUM IN WORDS: _____

TENDER NO. 13-2022/2023

TENDER NOTICE AND INVITATION TO TENDER CLOSING TIME & DATE: 19 JULY 2023 @12:00pm

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

No :	Project Name	COMPULSORY BRIEFING MEETING	Tender Number	Enquiries
1.	PROJECT NAME: APPOINTMENT OF PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR MOGALAKWENA MUNICIPALITY FOR THE PERIOD OF THREE (3) YEARS.	NONE	13- 2022/23	Supplychain@mogalakwena.gov.za @ 015 491 9671/9731/9649 Ms Nkwana RC @ 0154919653/9602

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the Preferential Procurement Policy Framework Act (PPPFA) of 2022 and other applicable legislation and procurement policy of Mogalakwena Local Municipality.

BID DOCUMENTS CONTAINING THE CONDITIONS OF BID AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and on www.mogalakwena.gov.za.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12H00pm on 19th July 2023** for all the above projects.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tender must be addressed to Corporate Support Services at 015 491 9653

Administrative related issues can be directed to Supply Chain Management at 015 491 9662/9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**MALULEKA MM
MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601
NOTICE NUMBER: 78 -2022/2023**

BIDDERS PLEASE NOTE THE FOLLOWING

1. Late, faxed, telegraphic, emailed and telephonic tenders will **NOT** be accepted. The council also reserves the right to negotiate further conditions and requirements with successful tenderer. Tenders received will be the basis for the contract negotiations and ultimately appointment of the suitable service provider. It is therefore important that service providers familiarise themselves with the municipality's processes and supply chain management regulations and to take them into account in preparing their tender.
2. Service Providers must note that the costs of preparing the tender and of negotiating the contract are not reimbursable and Mogalakwena Local Municipality is not bound to accept any of the tender submitted.
3. At any time before submission of the bid, Mogalakwena Local Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify these Specifications by amendments. The amendment will be sent in writing by facsimile or electronic mail to all Service providers and will be binding on them. Mogalakwena Local Municipality may at its discretion extend the deadline for the submission of bids.

A. TENDER AMOUNT

In preparing the tender amount, service providers are expected to consider the requirements and the conditions of these Specifications. The tender amount should include all costs associated with the project and relevant taxes. The tender amount must be a fixed cost for the first year and the remaining outer years must be calculated in terms of percentage indicated by the successful bidder. The rate of exchange of this bid is not subject to any foreign currency and the price must be firm.

B. NEGOTIATIONS

Negotiations to reach agreement on all points and sign a contract will be held at a time and place to be determined by Mogalakwena Local Municipality. Negotiations will include a discussion of the technical proposal, the proposed work plan, financial proposal/pricing and any suggestions made by the appointed service provider to improve the Terms of Reference. The agreed work plan, service level agreement and final Terms of Reference will then be incorporated into the "Description of Services" and form part of the contract.

C. SUBMISSION AND OPENING OF TENDER PROPOSAL

The proposal tender document shall be placed in a sealed envelope clearly marked "project name, project number and the closing date". The envelope shall be deposited in the tender box at the Civic Centre situated at:

54 Retief Street, MOKOPANE

Note that any tender received after the closing date and time for submission, will not be considered.

***Technical Enquiries regarding the bid may be directed to:
MS NKWANA RC at Corporate Support Services
Telephone Number: (015) 491 9653/9602***

***Administrative Enquiries to Supply Chain Unit: -
supplychain@mogalakwena.gov.za
Telephone number: -015 491 9671/9731/9649***

The tenders will be opened immediately after the closing time for submission. At the opening all service providers' bid will be read aloud and the tender amount shall be made public and recorded.

Mogalakwena Local Municipality will take ownership of the outcomes and deliverables, thereby reserving the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

SECTION 1: DETAILS

Province	Limpopo
District	Waterberg
Municipality	Mogalakwena Local Municipality
Project Name	APPOINTMENT OF PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR MOGALAKWENA MUNICIPALITY FOR THE PERIOD OF THREE (3) YEARS.

SECTION 3: PRICING SCHEDULE

The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

The project cost must be inclusive of all chargeable costs to the municipality. The municipality will not pay any amount outside the projected/quoted amount. The municipality reserves the right to negotiate the project cost.

The successful service provider will be remunerated in accordance with Service Level Agreement.

No claim for price escalation will be considered for the **first year**.

APPOINTMENT OF PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR MOGALAKWENA MUNICIPALITY FOR THE PERIOD OF THREE (3) YEARS.

Evaluation Criteria

A two-phase evaluation criterion will be considered in evaluating the tender namely:

- **Phase 1: Administrative Compliance**
- **Phase 2: Technical Compliance**

Phase 1: Administrative Compliance

- A valid authority for signatory is provided and signed
- Service Providers must be registered on Central Supplier Database (CSD)
- Valid Tax Clearance Certificate (For both Parties in case of a Joint Venture). Tax compliance status pin issued should also be attached for new tax clearance certificate issued.

- Submitted a valid certified copy of company registration certificate. (CK)
- Form must be signed in black ink (no pencil is allowed or other colour)
- All MBD Forms must be completed and signed
- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached
- Any alterations on the proposals or the tender document must be initialled.
- Submission of Municipal rates & taxes statement of account which not older than three (3) months or signed valid lease agreement for service providers who are renting or leasing offices or letter from tribal authority not older than 3 months.

Phase 2: Technical Evaluation

Evaluation of technical proposals will be done according to the Guidelines in Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities (National Treasury) using the Quality-Based Selection method with criteria as listed in tables below.

Scoring for technical criteria

Functionality	Points Allocation
Company Experience in supply and delivery business for Municipalities and other state-owned entities (Valid certified copies of work order or Letter of Appointment with company letterhead) (Proof of delivery must be attached signed by client)	
Work order R 500 000 R1 000 000,00 or appointment letter and above	40
Work order R 101 000 to R 500 000,00 or appointment letter	30
Work order LESS than R 100 000,00 or appointment letter	20
The tenderer has an excellent rating (A)	30
The tenderer has an above average rating (B)	20
The tenderer has an average rating (C)	10
The tenderer has a poor rating (D)	05
Light Delivery Vehicle (LDV), Truck - NB: Tenderers should attached certified proof of ownership certificates for the vehicle mentioned above if they own such vehicles. In case of hired vehicles, tenderers will be required to attach a letter of undertaking by hiring firm indicating that they will provide the tenderer with such vehicle should the tenderer become a successful bidder. The hiring company should also provide certified proof of ownership for such vehicle.	
• All two owned by company	30
• One of the above	15
• Signed lease agreement	10
TOTAL	100
Minimum Score required	80

PRICE SCHEDULE (BILL OF QUANTITIES)

NOTE: Price Schedule should be as per departmental specifications and be Annexure

DESCRIPTION	MALE			FEMALE		
	SIZE	QUANTITY	RATE	SIZE	QUANTITY	PRICE
SOCKS	5	1		3	1	
SAFETY BOOTS	6	1		4	1	
GUM BOOTS	7	1		5	1	
	8	1		6	1	
	9	1		7	1	
	10	1		0	1	
	11	1		0	1	
	12	1		0	1	
G/SHIRT	S	1		S	1	
	M	1		M	1	
	L	1		L	1	
	XL	1		XL	1	
	2XL	1		2XL	1	
	3XL	1		3XL	1	
	4XL	1		4XL	1	
WARM JACKETS	S	1		S	1	
	L	1		L	1	
	M	1		M	1	
	XL	1		XL	1	
	2XL	1		2XL	1	
	4XL	1		4XL	1	
	3XL	1		3XL	1	
WAISTCOAT	S	1		S	1	
	L	1		L	1	
	M	1		M	1	
	XL	1		XL	1	
	2XL	1		2XL	1	
	4XL	1		4XL	1	
	3XL	1		3XL	1	
LADIES HOUSE COAT	S	1			1	
	M	1			1	
	L	1			1	
	XL	1			1	
	2XL	1			1	
	4XL	1			1	
	3XL	1			1	
Pullover Jerseys	S	1			1	
	M	1				
	L	1				
	XL	1				
	2XL	1				
	4XL	1				
	3XL	1				
Skirt	S	1				

	M	1							
	L	1							
	XL	1							
	2XL	1							
	4XL	1							
	3XL	1							
SHIRT LONG/SHORT	S	1							
	M	1							
	L	1							
	XL	1							
	2XL	1							
	4XL	1							
	3XL	1							
Jump Suit [one piece]	S	1							
	M	1							
	L	1							
	XL	1							
	2XL	1							
	4XL	1							
	3XL	1							
Jump Suit [two piece]	S	1							
	M	1							
	L	1							
	XL	1							
	2XL	1							
	4XL	1							
	3XL	1							
COMBAT TROUSER	32	1							
	34	1							
	36	1							
	38	1							
	40	1							
	42	1							
	44	1							
	46	1							
	50	1							
	52	1							
	TOP		TROUSER	QUAN TIT Y	PRICE	TOP	TROUSER	QUANTITY	PRICE
CONTI SUITS	34		30	01		30	30	01	
	34		32	01		34	34	01	
	34		34	01		36	34	01	
	36		32	01		36	36	01	

	38	32	01		38	34	01	
	38	34	01		38	40	01	
	38	36	01		40	40	01	
	38	38	01		42	40	01	
	38	40	01		42	42	01	
	40	32	01		44	40	01	
	40	34	01		52	52	01	
	40	36	01		54	48	01	
	40	38	01				01	
	42	36	01				01	
	42	38	01				01	
	42	40	01				01	
	44	38	01				01	
	44	40	01				01	
	44	42	01				01	
	46	40	01				01	
	46	42	01				01	
	48	42	01				01	
	50	44	01				01	
	52	42	01				01	
60	58	01				01		
BOWLER HAT		QUANTITY	ALL SIZE FIT ALL			PRICE		
<u>LEARTHER GLOVES</u>		PAIR	8-12					
<u>LINEMAN GRADE GLOVES</u>		PAIR	8-12					
<u>LV INSULATING LATEX GLOVES</u>		PAIR	7-11					
<u>MV INSULATING GLOVES</u>		PAIR	8-11					
HELMETS		01	ADJUSTABLE TO FEET ALL SIZES					
EAR MUFFS/PLUGS		01						
FLUSH SUITS		01	ONE SIZE FIT ALL					
FACE SHIELD		01	ONE SIZE FIT ALL					
• SUN GLASS		01	ONE SIZE FIT ALL					
• WELDING SHIELD		01	ONE SIZE FIT ALL					
• SAFETY GLASS		01	ONE SIZE FIT ALL					
HARNESS		01	ADJUSTED BELTS TO FEET ALL SIZES					
				SUB-TOTAL				

VAT	
TOTAL	

NB:

PLEASE INDICATE ON THE TABLE BELOW WHAT PERCENTAGE INCREASE FOR THE OUTER YEARS AS SHOWN AND TAKE IT TO THE AMOUNT OF OFFER ON THE FIRST PAGE.

2024/25 PERCENTAGE INCREASE	2025/26 PERCENTAGE INCREASE
-----%	-----%

SPECIFICATIONS

ELECTRICAL DEPARTMENT (Annexure A)

1. SAFTEY FOOT WEAR

1.1 BOOTS

- . Conforms to EN ISO 20345:2011
- . Waterproof full grain cow leather upper
- . Slip resistance outsole, (slip resistance on ceramic tile floor with NaLs and on steel floor with glycerin
- . Energy absorbing heel
- . Removable in sock
- . Oil resistance
- . Contact heat resistance outsole at 300C for 60 sec
- . Composite non steel toe cap is impact resistant up to +- 4J
- . Cleated outsole for additional traction

1.2 GUMBOOTS

- . Non slip, non-conductive, non-steel
- . Toe cap
- . Knee length gumboots

1.3 SOCKS

- . Cotton sole cushion, anti-bacterial socks
- . Flame retardant socks

2. SAFETY WEAR AND UNIFORM

2.1 TWO PIECE

- . Flame retardant thread throughout
- . YKK concealed brass zip on jacket and pants
- . Flame retardant Velcro closures
- . Full triple needle topstitched garment
- . Flame retardant knitted rib cuffing
- . Navy blue colour
- . Department name at the back
- . Name of personnel in front
- . Must cater for both males and ladies cuts
- . Three jacket pockets with mitred flap and flame retardant Velcro closures and side swing pockets on pants
- . 50mm flame retardant reflective tapes on arms and legs
- . Mogalakwena municipality logo embroidery on the front top left side of the jacket

SAUITABLE USE

- . Substation and switch rooms
- . Utilities and power generators
- . Electrical lines and installation

2.2 T-SHIRT

- . Flame retardant thread throughout
- . Flame retardant knitted rib cuffing
- . Suitable worn under any arc garment
- . Mogalakwena municipal logo on front left side
- . 100% cotton
- . Khaki or navy blue colour

SUITABLE USE

- . Substations and switch rooms
- . Utilities and power generators
- . Electrical lines and installation

3. ARC THERMAL JACKET

- . Flame retardant and arc protection garment
- . Mogalakwena municipal logo embroidery on the left top side
- . 50mm flame retardant reflective tapes on the arms
- . Three jacket pockets with mitred flap and flame retardant
- . YKK concealed brass zip
- . Chunky nylon, navy blue colour

4. WAISTCOAT

- . Reflective with zip
- . ID card holder Municipal logo
- . Name of department at the back
- . Lime green colour

5. BOWLER HAT

- . Reflective
- . 100% cotton
- . Chin strip

- . Municipal logo
- .Khaki in colour

6. RAIN SUIT

- . Reflective two piece rubberized nylon suit, with press studs zip enclosure with draw string hood and individual carry bag
- . Navy blue in colour

GENERAL PERSONAL PROTECTIVE EQUIPMENT

7. GLOVES

- . PVC rubber gloves, black and red colour
- . Heavy duty cut resistant leather and PVC gloves (grey colour)
- 100% cotton wrist length gloves (white)
- . Cuff length heavy duty chrome leather welding gloves

7.2 HELMETS

- . Reflective safety helmet with detachable chin strip. (White and yellow colours)
- . Welding lenses
- . Welding safety helmet and replacement head gear

7.3 EAR NUFFS/PLUGS

- . Ear muffs with neck band, folding head band, hygiene kit
- . Disposable push in ear plugs with individual wrapping and 08 dispensers

7.4 FACE SHIELDS

- . Safety glasses
- . Sun glasses dim colour
- . Welding glasses
- . Chrome leather Welding apron

8. SPECIALISED PERSONAL PROTECTIVE EQUIPMENT

8.1 GLOVES

- . 7,5 KV electrical insulated HT lines man gloves, Black in colour
- . 500V to 2500V electrical rubber gloves, beige in colour
- . Arc flash dipped glove
- . Leather arc gloves

8.2 HARNESS

- . full body safety harness with pole string holder and lock
- . Weight limited 200kg and breaking strength 22KN
- . Air permeable waist belt
- . Fit waist 30" to 56"
- . Durable polyester

9. ARC SUIT BIB, BRACE, JACKET AND HOOD

- . Triple layer construction: 14oz outer, 250gsm Meta aramid mat lining and 14oz inner
- . Inherent flame retardant thread throughout
- . Fully triple needle stitched garment
- . Concealed YKK vislon zip on jacket
- . Flame retardant Velcro closures
- . Flame retardant knitted rib cuffing
- . Voltage rating embroidered on hood, jacket, bib, brace and gloves

9.1 HOOD

- . Back flap with Velcro closure for built in fan/air system
- . Flame retardant Velcro closures
- . Integrated fresh air arc flash ventilation system for cooling

SUITABLE USE

- . Substation and switch room
- . Utilities and power generators
- . Electrical line maintenance and installation

SPECIFICATION TRAFFIC AND EMERGENCY DEPARTMENT **(Annexure B)**

Item 1	Step Out Trousers (Men)
Style	Weave pleated 55% Trevira 45% wool Zip fly Two side pockets Plain bottoms One Hip Pocket to button Large Belt loop – 70mmx 1cm loop
Colour	Traffic Fawn/Traffic Brown
Total Quantity	
Item 2	Combat Trousers
Style	One map pocket, two side pockets and hip pockets, one side leg pocket Stitched on creases back and front Large belt loops Draw cord in trousers legs 50% polyester and 50% cotton Traffic Fawn/ Traffic Brown
Colour	Traffic Fawn/Traffic Brown
Quantity	
Item 3	Short Sleeve Magnum shirts
Style	Button closing pocket flaps Flaps on pockets with blunted corners Button through front Open/Glad neck Epaulettes to button with dummy cuffs on sleeves

	Stitched on creases front and down sleeves 50% Polyester and 50% cotton
Colour	Traffic Brown/ Traffic fawn
Quantity	

Item 4	Short sleeve combat shirts
Style	Two patch breast pockets with flaps to button Open/Glad neck Button through front Epaulettes to button 50% Polyester and 50% cotton
Colour	Dark Traffic Brown/ Dark Traffic Fawn
Quantity	
Item 5	Long Sleeve Magnum shirts
Style	Velcro closing pockets Flaps on pockets with blunted corners Epaulettes to button Button through front Stitched on creases front and down sleeves 35% Cotton and 65% polyester Traffic Brown/ Traffic fawn
Colour	Traffic Brown/ Traffic Fawn
Quantity	
Item 6	Long Sleeve Combat shirts
Style	Velcro closing pockets Flaps on pockets with blunted corners Epaulettes to button Button through front Stitched on creases front and down sleeves 35% Cotton and 65% polyester Traffic Brown/ Traffic fawn
Colour	Traffic Brown/ Traffic Fawn
Quantity	

Item 7	Golf Shirts – Short sleeve
Style	200g 65/35 Poly cotton fabric Pique Knit Construction Contrast inner placket & collar tipping Three buttons ”MMTD” [Mogalakwena Municipal Traffic Division] embroidered Left breast: .Traffic badge on the [Mogalakwena Municipal Traffic Badge] embroidered Right breast: Officer’s rank and Name, embroidered
Colour	Traffic Brown/ Traffic fawn
Quantity	
Item 8	Jerseys [long sleeve]
Style	100% High bulk Acrylic Fully washable Medium weight 10 gauge ”V” neck Mondi knit Military wide rib cuff waist band Epaulettes to button Elbow patches.
Colour	Traffic brown/traffic fawn
Quantity	
Item 9	Pullover Jerseys
Style	Flat Knit Medium weight 10 gauge “ V” neck Ribbed waist band Epaulettes to button
Colour	Traffic Brown/ Traffic fawn
Quantity	

Item 10	Combat Caps
Style	Velcro adjustable Reinforced front badge Large Peak

	Embroidered with Traffic Badge Poly cotton
Colour	Dark Traffic brown/dark Traffic fawn
Quantity	
Item 11	Ladies felt style flat hats
Style	SAPS type Felt Ribbon Traffic fawn
Colour	Traffic Brown/ Traffic fawn
Quantity	
Item 12	Cricket hats
Style	Heavy Brushed Cotton (100%) Metal Eyelets String loop / Cord With Side Toggle Embroidered with Municipal Traffic LOGO Sweat band
Colour	Dark Traffic Brown/ Traffic fawn
Quantity	
Item 13	Step Out Caps
Style	Bronze Oak leaf Braid Band Brown Metal eyelets (4 Per Cap), Brown Buttons (2 Per Cap) Fused To 5mm Foam & Black Polyester Lining Lined With Clear Plastic Brown Patient Chin strip & Brown Leather Headband Brown Patent Peak Size Label
Colour	Traffic Bronze
Quantity	
Item 14	Socks Long
Style	Bio Guard long Cushion foot 70% wool Opti fresh wool blend Cushion foot 70% wool
Colour	Traffic Brown/ Traffic fawn

Quantity	
Item 15	Socks Anklet
Style	Bio Guard long Cushion foot 70% wool Opti fresh wool blend Cushion foot 70% wool
Colour	Traffic Brown/ Traffic fawn
Quantity	
Item 16	Combat belts
Style	Quick to releases heavy duty buckle Self adjustable to size Municipal Logo On Buckle
Colour	Traffic Bronze
Quantity	
Item 17	Border Patrol Belt
Style	Double Leather bonded and stitched together Basket weave finish pressed into leather Brass roller single prong buckle Billet with five punched holes Two leather loops fitted to belt Genuine leather
Colour	Traffic brown
Quantity	
Item 18	Name Badge Traffic Star Combo
Style	Name Tag and Star Magnetic fasteners
Colour	Blue background , Gold name tag & Municipal colours on the star
Quantity	
Item 19	Metal Badge [Star]
Style	Metal Badge With Municipal Logo Magnetic fastener

Material	Metal & plastic combo
Colour	Municipal colours
Quantity	
Item 20	Name plate
Style	Metal plate with Municipal Logo and facial image / imprint Clear protective layer Magnetic fastener
Material	Metal & plastic combo
Colour	Gold
Quantity	
Item 21	Combat Boots [Full leather]
Style	Upper lining & socks midsole toe cap sole en / iso 20345 Full grain leather 8 pair d-ring lace-up Padded collar for comfort needle-fibred vamp lining for excellent perspiration absorbency Anti-static, non-woven in-sock for exceptional flexibility, comfort and stability Anti-bacterial energiser woollen top sock with anti-microbial properties and a Poron insert at the heel for shock absorption Shank reinforcement for additional arch support steel Without steel toe cap (90598 - mto) Dual density pu/pu (heat-resistant up to 95°C) Oil & Acid Resistant
Colour	Brown
Quantity	

Item 22	Combat Boots [leather & fabric combo]
Style	Durable full-grain leather upper with hardwearing breathable 1680 denier nylon panels Foam ankle roll pads for added protection Padded foam collar & bellows tongue for added comfort

	<p>Strong rustproof non-metallic scanner safe hardware</p> <p>Moisture wicking laces keeps feet dry</p> <p>Cambrelle® lining</p> <p>Contour moulded PU foam insole for maximum comfort & shock absorption</p> <p>EVA midsole for underfoot comfort</p> <p>Injection moulded thermoplastic reinforced toe box & heel counter for added protection</p> <p>Wide fitting for greater comfort. Circular YKK side-zip for easy entry</p> <p>Composite toe for protection</p> <p>Durable high-traction rubber outsole with non-metallic composite shank for lightweight support</p> <p>Slip & oil-resistant outsole</p> <p>Tested & certified to European Standard</p>
Colour	Brown
Quantity	
Item 23	Combat Boots [CATERPILLAR]
Style	<p>CAT Diagnostic HI ST Safety Boot</p> <p>Code: CS - MENS - P89938</p> <p>Slip-resistant outsole</p> <p>Waterproof and insulated with 200 grams of thermal technology</p>
Colour	Brown
Quantity	

Item 24	Step Out Health Shoes (Male)
Style	<p>Lace Up Full Upper Leather Thick rubber sole</p> <p>Acid and oil resistant</p> <p>Padded inside for support and comfort 141114</p> <p>Brown</p>
Quantity	
Item 25	Ladies step-out health Shoes
Style	<p>Lace up</p> <p>Full upper leather</p> <p>Padded inside for support and comfort</p>

Colour	Brown
Quantity	
Item 26	Double Collar Warm/ Winter jackets(short)
Style	Inner Lining 50% polyester and 50% cotton Epaulettes to button with dummy cuffs on sleeves 2 Chest Pockets 2 Side Pockets Zip and Press Studs in Front Inside Pocket
Colour	Traffic Fawn/ Traffic Brown
Quantity	
Item 27	Double Collar Warm/ Winter jackets(<u>Hip long</u>)
Style	Inner Lining 50% polyester and 50% cotton Epaulettes to button with dummy cuffs on sleeves 2 Chest Pockets 2 Side Pockets Zip and Press Studs in Front Inside Pocket
Colour	Traffic Fawn/ Traffic Brown
Quantity	

Item 28	Leather jackets
Style	Inner Lining 100% genuine leather Epaulettes to button with dummy cuffs on sleeves 2 Chest Pockets 2 Side Pockets Zip and Press Studs in Front Inside Pocket Non elastic waist
Colour	Brown

Quantity	
Item 29	Ceremonial Jackets/ Tunic (Male Officers)
Style	Trevira and wool material Long Sleeves with 2 Gold Buttons Gold Buttons in Front 2 Protruding Side Pockets with Flaps and Gold Buttons 2 chest Pockets of Magnum style With Gold Buttons 2 Epaulettes Straps on Shoulders With Gold Button Back Slit and Belt Pins on Waist Belt with double pin and holes
Colour	Traffic Bronze
Quantity	
Item 30	Tie (Male)
Style	Long 100% satin polyester, lined and tipped
Colour	Royal Blue
Quantity	
Item 31	Bow Ties(Ladies)
Style	
Colour	Blue
Quantity	

Item 32	Cravat Ties(Ladies)
Style	Cravat
Colour	Blue
Quantity	
Item 33	Beanie
Style	100% wool Embroidered traffic logo
Colour	Bronze
Quantity	

Item 34	Jump Suit [one piece]
Style	One Piece Flight Suit 2 Side Pockets on Legs 2 Breast Pockets with Zips 1 Radio Pocket on Left Chest 1 Cell phone Pocket on Right Chest 1 Pocket on Left Sleeve 1 Pocket on Right Sleeve Detachable Sleeves Adjusting Zips on Bottom Of legs Silver and Blue Checkered Reflective Tape on Legs and Sleeves Padded Knees Epaulettes to button with dummy cuffs on sleeves Municipal LOGO on left Chest [embroidered] Rank and Name on Right Chest [embroidered] Embroidered MMTD on the back
Material	MX 50 Rip Stop
Colour	Traffic Bronze
Quantity	

Item 35	Jump Suit [2 piece]
Style	Two Piece Flight Suit 2 Side Pockets on Legs 2 Breast Pockets with Zips 1 Radio Pocket on Left Chest 1 Cell phone Pocket on Right Sleeve 1 Pocket on Left Sleeve 1 Pocket on Right Sleeve Detachable Sleeves Adjusting Zips on Bottom Of legs Silver and Blue Checkered Reflective Tape on Legs and Sleeves Padded Knees Epaulettes to button with dummy cuffs on sleeves

	Municipal LOGO on left Chest [embroidered] Rank and Name on Right Chest [embroidered] Embroidered MMTD on the back
Material	MX 50 Rip Stop
Colour	Traffic Bronze
Quantity 36	Epaulettes(Metal and Rubberized)
Style	Rubberized One leaf one bar Quantity: 22 Rubberized One leaf one bars Quantity: 6 Metal one leave one bar Quantity : 15 Metal two leave one bar Quantity: 2
Colour	Royal Blue
Quantity Item 37	Gloves [Male]
Style	Leather Inner lined
Colour Quantity	Brown

Item 38	Shoulder Flashers
Style	Rubberized with Municipal Traffic Star
Material	Rubberized and weaved
Colour	Blue background
Quantity Item 39	Fire Arm Holsters
Style	Leather stitched open nose Secure/ retention strip CZ PO7 LEFT HAND
Material Colour	Leather Brown

Quantity	
Item 40	Fire Arm Combat Leg Holster
Style	Mid-thigh with retention mechanism Adjustable double straps & belt strap To fit CZ P series Right leg / Left Leg
Material	Nylon Kydex Combination
Colour	Brown
Quantity	
Item 41	Reflective jacket
Style	Level 4 visibility 50% webbing Reflective checkerboard strips on front, back, sides and arms. Reflective back panel: "MMTD" Left breast: .Traffic badge on the [Mogalakwena Municipal Traffic Badge] Right breast: Officer's rank and Name Zip on/off long sleeves Elastic waist and wrist cuffs
Colour	Blue and lime/yellow
Quantity	

Item 42	Rain suit
Style	Two piece with reflective strips back & front The Jacket Includes a Detachable Lining and Hood In The Collar All Seams Must Be Sealed To Ensure 100% Waterproofing Heavy duty nylon zip with Velcro closing storm flap. Breathable Air-Tex inner. Reflective back panel: "MMTD" [Mogalakwena Municipal Traffic Division] Left breast: .Traffic badge on the [Mogalakwena Municipal Traffic Badge] Right breast: Officer's rank and Name
Colour	Lime
Quantity	

WORKMANSHIP

The workmanship used in the manufacture and construction of the uniform covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001/2.

The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture. All work must be guaranteed and the alteration of any uniform will be for the manufacturer.

All seams are to be tripling stitched.

MEASUREMENT

All measurement will be done by the supplier and the relevant records of the sizes be kept by the supplier once the order has been issued. Supplier must provide sizes from S to 12XL shirts [including Golf shirts], Jackets, Jump suite, Rain Suite and Reflective Vest: Trousers from 32 to 152: Shoes: 4 to 12.

SPECIFICATION SPECIAL WORKS-MAN UNIFORM (TRAFFIC)

Item 1	Cricket Hat
Style	Heavy Brushed Cotton (100%) Metal Eyelets String loop / Cord With Side Toggle Embroidered with Municipal LOGO Sweat band
Colour	Jean blue
Total Quantity	
Item 2	Goggles Direct Mesh Vent Polycarb Lenses
Style	Polycarbonate mono lens Black vinyl adjustable temples Ergonomic design to fit snug with the face contour Compatible with respiratory equipment Anti-fog lens Anti-glare lens Scratch resistant lens 180° lateral vision
Colour	Black
Quantity	
Item 3	Headband Earmuff
Style	Twin point mounted cups Low risk of entanglement on machinery Durable self-adjusting ABS cups Close fitting wire headband for comfort Large cups for high noise levels together with soft foam cushions
Colour	Blue
Quantity	

Item 4	Conti Suit
Style	YKK brass zip, close button & rivet studs on all corners of front pockets

	<p>Fully triple stitched jacket & pants</p> <p>Rounded left breast pocket with mitred flap</p> <p>Bartacks on all stress points</p> <p>Rounded back pocket and side ruler pocket</p> <p>100% cotton denim</p>
Colour	Indigo blue denim
Quantity	
Item 5	Golf Shirt
Style	<p>200g 65/35 Poly cotton fabric</p> <p>Pique Knit Construction</p> <p>Contrast inner placket & collar tipping</p> <p>Three buttons</p> <p>Back embroidery [Mogalakwena Municipal]</p> <p>Left breast: .Municipal LOGO embroidered</p> <p>Right breast: Name, embroidered</p>
Colour	Blue
Quantity	
Item 6	Thermal Jacket
Style	<p>Water-resistant, 2 tone, lime/navy blue reflective,</p> <p>High visibility</p> <p>Thermal jacket with stow away hood.</p> <p>Fabric composition: Outer fabric - 300D, 100% Oxford Polyester. Inner fabric (lining) - 100% Polyester 190T Taffeta.</p> <p>Heavy-duty full non-metal zip front, with outer storm flap</p> <p>Large plastic press studs</p> <p>2 large waist pockets on the jacket with straight cut flaps</p> <p>Utility/phone pocket with Velcro closure on the left breast</p> <p>Internal left breast pocket</p> <p>High visibility reflective tape on arms, wrist, shoulders</p> <p>Municipal LOGO on the right breast</p>
Colour	Blue, yellow
Quantity	
Item 7	Reflective Vest
Style	Level 4 visibility 50% webbing

	<p>Reflective checkerboard strips on front, back, sides and arms.</p> <p>Reflective back panel: "MMTD" [Mogalakwena Municipal Traffic Division]</p> <p>Left breast: Municipal LOGO</p> <p>Right breast: Name of official</p> <p>Zip on/off long sleeves</p> <p>Elastic waist and wrist cuffs</p> <p>Orange &, yellow</p>
Colour	
Quantity	
Item 8	Border Patrol Belt 50mm
Style	<p>Double Leather bonded and stitched together</p> <p>Basket weave finish pressed into leather</p> <p>Brass roller single prong buckle</p> <p>Billet with five punched holes</p> <p>Two leather loops fitted to belt</p> <p>Genuine leather</p>
Colour	Black
Quantity	
Item 9	Safety Boots Leather Upper
Style	<p>Steel toe cap and lace-up closing</p> <p>Injected dual density polyurethane sole</p> <p>Polyurethane tongue and collar</p> <p>Non-woven vamp lining</p> <p>Mesh quarter lining</p> <p>Non-woven insole</p> <p>Mesh and EVA insock</p> <p>SB + Closed seat + A + E</p>
Colour	Black
Quantity	
Item 10	Socks Long
Style	Bio Guard

	62% Cotton, 27% Elastane, 9% Polyester, 2% Polyamide Reinforced heel & toe for durability Ribbed cuff for secure fit Half cushioned for comfort Cotton & Polyester blend enhances comfort & breathability
Colour	Traffic Brown/ Traffic fawn
Quantity	
Item 11	Leather Glove
Style	Pig Skin
Colour	Beige
Quantity	
Item 46	Rain suit
Style	Two piece with reflective strips back & front The Jacket Includes a Detachable Lining and Hood In The Collar All Seams Must Be Sealed To Ensure 100% Waterproofing Heavy duty nylon zip with Velcro closing storm flap. Breathable Air-Tex inner. Reflective back panel: Mogalakwena Municipality Right breast: Official's Name
Colour	Lime
Quantity	

WORKMANSHIP

The workmanship used in the manufacture and construction of the uniform covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001/2.

The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture. All work must be guaranteed and the alteration of any uniform will be for the manufacturer.

All seams are to be tripling stitched.

MEASUREMENT

All measurement will be done by the supplier and the relevant records of the sizes be kept by the supplier once the order has been issued. Supplier must provide sizes from S to 2XL for garments: Shoes: 4 to 12.

**TRAFFIC AND EMERGENCY
SECURITY STEP OUT UNIFORM**

DESCRIPTION	SPECIFICATION
shirt short sleeve	Colour: Mint green 35% viscose 65% polyester Sabs mark bearing 190 grams per square metre 2 front pockets in front Embroided Mogalakwena logo on both sleeves Short / long sleeves
Shirt long sleeve	Colour: Mint green 35% viscose 65% polyester Sabs mark bearing 190 grams per square metre 2 front pockets in front Embroided Mogalakwena logo on both sleeves Short / long sleeves
Men Formal Trouser	Colour: Bottle green On hip pocket to button Zip fly Two slanded side pockets One pocket at the back
Ladies formal trouser	Colour : Bottle green On hip pocket to button Zip fly Two slanded side pockets One pocket at the bak
Men formal Shoes	Men - Parabellum brown in colour Sabs mark bearing 421
Ladies formal shoes	Sabs mark bearing 421 Ladies –Parabellum brown in colour
Belt	Brown in colour 300mm
Golf shirt	Le Coste style pique knit 65% polyester 35% Cotton Embroidery on the left (Mogalakwena logo) Name and surname on the right
Jersey	100% high bulk acrylic(fully washable) Embroidery on the left (Mogalakwena logo) Colour : cedar green
Socks	Cushion Foot socks 70% wool light Colour : green
Cap	Wool acrylic baseball cap Green in colour

	Embroided crosses axes with 5 leaves around crossed axes(gold for station officer and chief fire officer)
Jeans	

CORPORATE SUPPORT SERVICES (Annexure C)

CLEANERS UNIFORM (EMBROIDERED)

DESCRIPTION	SPECIFICATION
Men conti suits	Colour: Olive Two slanted side pockets One pocket at the back On hip pocket to button On hip pocket to button zip fly 70/30% Poly cotton Embroided Mogalakwena logo on left hand side of the jackets One pocket at the right side of the jacket
Men safety boots	Colour: Black Genuine leather Ankle support Steel toe cap Steel midsole to prevent sharp item SABS approved
Ladies housecoat	Colour: Olive 70/30 % Poly cotton Short sleeve Two front patch pockets Two darts front and back Embroided Mogalakwena logo on the left Button front from top to bottom
Ladies safety boots	Colour: Black Genuine leather Ankle support Steel toe cap Steel midsole to prevent sharp item SABS approved
Ladies safety shoes	Flat walker shoe : black Adjustable strap Flexible , leather Support feet SABC approved

Golf shirt	Colour: Red 100% Poly cotton Short sleeve Embroided Mogalakwena logo on the left
------------	-------------------------------------------------------------------------------------------

UNIFORMS FOR FINANCE (STORES) (Annexure D)

UNIFORMS FOR STORES
LADIES BREEZEWAY GOLF SHIRT, LLM-BW, PINK/BLACK, EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
LADIES BREEZEWAY GOLF SHIRT, LLM-BW, PINK/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
LADIES BREEZEWAY GOLF SHIRT, LLM-BW, PINK/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
MENS BREEZEWAY GOLF SHIRT, MM-BW, NAVY/RED EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
MENS BREEZEWAY GOLF SHIRT, MM-BW, NAVY/RED EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
LADIES TWO TONE GOLF SHIRT, L-GO210B, RED/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
LADIES TWO TONE GOLF SHIRT, L-GO210B, RED/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
LADIES TWO TONE GOLF SHIRT, L-GO210B, RED/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
MENS TWO TONE GOLF SHIRT, GO200B, RED/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
MENS TWO TONE GOLF SHIRT, GO200B, RED/BLACK EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
OUTDOOR HAT HW024, NAVY EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
OUTDOOR HAT HW024, NAVY EMBROIDERY OF MLM LOGO AND SCM BELOW THE LOGO
DUST COAT LADIES DUST COAT 100% COTTON. EXTRA LENGTH GARMENT WITH BACK VENT, TWO LARGE FRONT POCKETS, CHEST POCKET WITH PRESS STUD CLOSURE AND PEN POCKET, CONCEALED PRESS STUD FRONT.
SAFETY SHOE HIKER TYPE SAFETY BOOT WITH ANKLE HEIGHT LEATHER UPPER. DOUBLE DENSITY PU SOLE WITH PARABOLIC CURVE. SANS20345 AND NRCS CERTIFICATION REQUIRED
TWO PIECE CONTI SUIT (MEN) <ul style="list-style-type: none"> J54, 100% COTTON, 220/230GSM FABRIC, 50MM LIME SILVER LIME REFLECTIVE TAPE AROUND THE ARMS, LEGS, STRIPS ABOVE BREAST POCKET AND CROSS ON THE BACK. HEAVY DUTY CONCEALED METAL ZIP ON JACKETS AND PANTS. FULLY TRIPLE STITCHED SHOULDERS, ARM HOLES, SIDE SEAMS, IN-LEGS AND BACK RISE.

<ul style="list-style-type: none"> • DOUBLE NEEDLE YOKES. • MITRED LEFT BREAST POCKET WITH V FLAP. • COMPLIANT TO SANS 434 & SANS 1387-4. • EMBROIDERY: MUNICIPAL LOGO ON FRONT LEFT HAND SIDE AND 19/20 UNDER LOGO <p>BACK PRINT: CLEANSING</p>
<p>TWO PIECE CONTI SUITE (WOMEN)</p> <ul style="list-style-type: none"> • J54, 100% COTTON, 220/230GSM FABRIC, 50MM LIME SILVER LIME REFLECTIVE TAPE AROUND THE ARMS, LEGS, STRIPS ABOVE BREAST POCKET AND CROSS ON THE BACK. • HEAVY DUTY CONCEALED METAL ZIP ON JACKETS AND PANTS. • FULLY TRIPLE STITCHED SHOULDERS, ARM HOLES, SIDE SEAMS, IN-LEGS AND BACK RISE. • DOUBLE NEEDLE YOKES. • MITRED LEFT BREAST POCKET WITH V FLAP. • COMPLIANT TO SANS 434 & SANS 1387-4. • EMBROIDERY: MUNICIPAL LOGO ON FRONT LEFT HAND SIDE AND 19/20 UNDER LOGO <p>BACK PRINT: STORES</p>
<p>DENIM JEAN LADIES</p> <p>5 POCKET 100% COTTON DOUBLE STITCHED, POCKET EMBROIDERY DENIM JEANS WITH 5% STRETCH</p>
<p>DENIM JEAN GENTS</p> <p>5 POCKET 100% COTTON STONE WASH DURABLE DENIM JEANS, ZIP & BUTTON BACK AND FRONT POCKET.</p>
<p>DENIM SKIRT</p> <p>5 POCKET 100% COTTON STONE WASH DURABLE DENIM JEANS, ZIP & BUTTON BACK AND FRONT POCKET.</p>
<p>WINDBREAKER LADIES AND GENTS</p> <p>WIND BREAKER AND ALL WEATHER JACKET, WITH HIGH INNER TOWELING AND MUNICIPAL LOGO ON FRONT LEFT SIDE.</p>
<p>REFLECTIVE 100% COTTON, BOWLER HAT WITH CHIN STRIP & MUNICIPAL LOGO AND YEAR</p>
<p>BEANIE</p> <p>100% WOOL (FULLY WASHABLE)</p> <p>MOGALAKWENA LOGO EMBROIDED IN FRONT</p>
<p>SOCKS (UNISEX)</p> <p>SABS APPROVED ANTI- BACTERIAL AND ANTI- STATIC SAFETY SOCKS.</p> <p>LOW CUT AND CALF LENGTH</p>

DEPARTMENT TECHNICAL SERVICES (Annexure E)
WATER & SANITATION DIVISION

ITEM	GENDER	COLOUR
SAFETY WEAR		
Two piece Conti suit with reflective stripes, 65/35 polycotton, J54, triple stitched with coat thread, high quality YKK zip. ELASTIC WAIST SABS 434 & SABS 1387 PART 2+3+4 & SABS 1423 PART 1 A+B+C with Lapped Seamed triple Stitch - WITH REFLECTIVE TAPE WASHING – INDUSTRIAL WASH – (50+ WASHES) EN471 POLYESTER HI-WIZ WEBBING WITH SILVER REFLECTIVE TAPE (POSITION: Around Arms and Legs – lime silver) Municipal logo on left hand side and 14/15 under logo.	Ladies & Gents	Royal
Reflective Versatile works wear Jacket with elasticized cuff, full concealed front zip and high inner toweling. Municipal logo on front left side and 14/15 underneath.	Ladies & Gents	Flouro Yellow/Navy
T- Shirts 210gram round neck – side stitched with Municipal logo on front left side and 14/15 underneath.	Unisex	Grey
Reflective wind breaker/ all weather Jacket, with high inner toweling and Municipal logo on front left side with 14/15 underneath logo	Unisex	Black or Navy
SAFETY FOOTWEAR		
GUMBOOTS		
Non-slip, Steel Toe Cap- 200J Resistant, Water Resistant Gumboots. SABS approved.	Ladies & Gents	Black
SAFETY BOOTS		
Safety Boot with leather upper and reflective strip. Steel toe cap STC, 200J resistant. Double density PU sole with parabolic sole. SANS20345 and NRCS certified.	Gents & Ladies	Black
SAFETY SOCKS		
SABS Approved Anti- Bacterial and Anti- Static Safety Socks. Calf length	Unisex	Black
UV RAYS & LOW TEMPERATURE PROTECTION		
Reflective 100% cotton, Bowler Hat with chin strip & Municipal logo and 14/15 underneath the logo.		Khaki
Knitted beanie, 170g 100% Acrylic, 10 gauge needle knit.		Royal

ROADS AND STORMWATER

PPE SPECIFICATION

CONTISUITS (WORKSUIT)

JACKET FEATURES:

- Flame retardant.
- Acid resistant.
- Comes with concealed heavy-duty aluminium zip.
- Pen and flap top pocket.
- Two lower pockets.
- Two side vents for greater flexibility.
- Reflective tape on arms.
- Bar tacks on all pressure points for strength and durability.
- Royal Blue in colour
- Embroidered with flame retardant logo
- Bar tacks on both pressure points for strength and durability

TROUSER FEATURES:

- Elasticated waist with belt loops and metal button.
- Flame retardant.
- Acid resistant.
- Comes with concealed heavy-duty aluminium zip.
- Back pocket.
- Reflective tape on legs.
- Ruler pocket.
- Bar tacks on all pressure points for strength and durability.
- Royal Blue in colour

BOOTS (X50)

COLOUR Black
SIZE RANGE 3 – 11 (unisex, starts from a size 3)
ISO 20345 CLASSIFICATION S1P – anti-static, energy absorption of seat region, resistance to fuel and oil, anti-penetration
SLIP RESISTANCE CLASSIFICATION SRA / SRB / SRC SRC – tested for slip resistance in environments of ceramic and metal surfaces with soapy and oily solutions

CONSTRUCTION	Injection moulded construction process
SABS	SABS approved and mark bearing
full	UPPER High quality barton print
	grain leather
SOLE	Dual density polyurethane (PU)
EYELETS	Nickel-free D-rings
LINING	Black taibrelle mesh and microfiber
TOE CAP	200J steel toe cap
FOOTBED (INSOLE)	Moulded polyurethane (PU); taibrelle mesh upper with contoured heel and arch
INSOLE BOARD 3MR	Ibitech non-woven insole board

REFLECTIVE LONG SLEEVE SAFETY SHIRT

- Two-Toned Hi-Viz Reflective work shirt
- 145 gsm 100% cotton
- Button front
- Extra length curve hem
- Long sleeve
- Two chest pockets with button flap closure
- Pen division
- Two-Toned 50mm silver reflective tape on arm, front and back
- Navy blue and- orange and Navy blue
- Embroidered with flame retardant logo

SAFETY GLOVES

- Cut levels 5/E Dipped gloves
- Material- Proprietary knitting process and double dipped grip for palm
- Safety standard-CE category 2.

SUN PROTECTIVE HAT

- Pure fabric
- Orange in colour
- Brims should be wide and flat and create shade for the face, neck and ears
- Fits all sizes easily
- Be used for both males and females
- Breathable fabric that absorbs sweat

GOLF SHIRTS

- Navy Blue
- Heavyweight fitted golf shirt
- Heavy weight 180gsm 100% cotton pique
- Rib-knit collar, Button placket
- Double stitching on sleeves and hems
- Heavy weight
- Embroidered with flame retardant logo

T-SHIRTS (X100)

- Plain t-shirt
- Orange in colour
- Unisex heavyweight classic fit T-shirt
- 180gsm 100% carded cotton Crew Neck, neck ribbing, Tubular knit, neck tape and double stitching on sleeves and hems

REFLECTIVE BOMBER JACKET (65)

- C/W Zip off sleeves
- Navy Blue
- 100% polyester with polyurethane coating
- 50mm reflective tape waterproof taped seams.
- 100%polyester taffeta with 180gsm polyester quilted lining
- Embroidered with flame retardant logo

SOCKS

- One size fits all
- Anti-static fibre woven into stripes
- Double-terry reinforcement at heel and toe

SPECIFICATION FOR PERSONAL PROTECTIVE CLOTHING

DEPARTMENT TECHNICAL SERVICE: BUILDING DIVISION

ITEM	GENDER	COLOUR
Two piece conti suit reflective stripes. Reflective tape position: Around arms and legs- lime silver with Municipal logo on the left hand side	Ladies & Gents	Royal
Reflective Versatile works wear Jackets with elasticized cuff, full concealed front zip and high inner towelling. Municipal logo on the front left side and 14/15 underneath	Ladies & Gents	Navy
Golf T. shirts High visibility golf shirts with Municipal logo on front left side	Gents	Grey & Navy
Reflective windbreaker all weather with high inner towelling and Municipal logo on front left side	Unisex	Navy
Rain Coats Jacket with concealed hood, adjustable studs on cuffs and two front pockets. Reflective arms and legs. Trouser with adjustable studs on hem and two side pockets	Ladies & Gents	Safety yellow
SAFETY FOOTWEAR		
Non slip, steel Toe cap, Water resistant Gumboots. SABS approved	Gents	Black
Safety Boot with steel Toe Cap Chelsea Boot	Ladies & Gents	Brown
Work socks		

Premium arch support cushioned foot	Ladies & Gents	Black
Straw Hats		
One size hard Hats with detachable hard hat brims	Unisex	Navy

PLANNING AND DEVELOPEMENTAL SERVICES (Annexure F)

SPECIFICATION FOR THE SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING

ITEM	DESCRIPTION	COLOUR
1.	Altitude v ultra 1wp wide boots Waterproof leather upper with breathable membrane MDT rubber outsole 0006767	Dark chocolate
2.	SHIRT SHORT SLEEVE (MEN) FINE Weave cotton shirt Safari shirt with back vent Two utility chest pockets and pen holder on the left chest pocket SHIRT WITH LONG SLEEVE (MEN) 4 way stretch and quick drying fabric Built in UP410 SUN PROTECTION vented back front chest pocket	Khaki Mint green
3.	Ladies shirts Long sleeve stretchy Quick drying shirt with vented back Ladies Luxor cool dry short sleeve Breathable stretch fabric	Olive Silver
4.	GOLF SHIRT Le Coste style pique knit 65% polyester 35% cotton	Military green/ khaki
5.	SAFETY SOCKS 62% cotton,27 elastane, 9% polyester 2% Polyamide, Reinforced heel and toe for durability Ribbed cuff for secure fit Half cushioned for comfort	Black/ grey
6.	CRICKET HAT Heavy Brushed Cotton (100%) String loop/Cord with side toggle	Blue
7.	JACKET Oxford jacket Water resistant/self-colour Polar fleece inner lining for added warmth Large front pockets Concealed zips inner chest pockets	Navy

LOCAL ECONOMIC DEVELOPMENT and TOWN PLANNING PROTECTIVE CLOTHING		
SPECIFICATION FOR THE SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING		
ITEM	DESCRIPTION	COLOUR
10.	SAFETY BOOTS EQUIVALENT TO HITEC <ul style="list-style-type: none"> • Full Grain Crazy Horse Leather Upper • Padded Collar • Padded Tongue • Full Moisture-wicking Lining • New improved moulded, padded, removable sockliner • Steel Shank • 200J Impact Resistant Steel Toe Cap • Dual-density PU Sole • Slip Resistant • Acid & Oil Resistant • Anti-static • EN ISO 20345:S1 	Brown
11.	SHIRT LONG SLEEVE <ul style="list-style-type: none"> • Colour : military green and khakhi • 35% viscose 65% polyester • SABS Mark bearing 190 grams • Square metre • 2 front pockets 	Military green and khakhi
12.	GOLF SHIRT <ul style="list-style-type: none"> • Le Coste style pique knit • 65% polyester 35% cotton • Military green 	Military green/ khakhi
13.	SAFETY SOCKS <ul style="list-style-type: none"> • 62% cotton, 27 elastane, 9% polyester • 2% Polyamide, Reinforced heel and toe for durability • Ribbed cuff for secure fit • Half cushioned for comfort 	Black/ grey
14.	CRICKET HAT <ul style="list-style-type: none"> • Heavy Brushed Cotton (100%) • String loop/Cord with side toggle 	Military green
15.	JEANS <ul style="list-style-type: none"> • Long jeans • Two side pockets • Two back pockets 	Blue
16.	TROUSERS <ul style="list-style-type: none"> • Long cargo stretch canvas • Knee pockets • Side pockets • Back pockets 	Khakhi
17.	WORKSUITS Material – 85/35 = 85 cotton / 35 polyester <ul style="list-style-type: none"> • Reflective strips (both arms, both knees) • Reflective cross at the back of jacket • Heavy duty YKK zips • Municipality logo above the left pocket of jacket 	Blue

HOUSING DIVISION

SPECIFICATION PROTECTIVE CLOTHING

QUANTITY	MATERIAL	ITEM	TYPE	SIZE	COLOUR
1	Women's work skirt triple stitching on seams/slim, slanted pocket for a smooth fit around hip/Elasticised sides/Bar tacks on all stress points/Back slit for ease of movement	Women's work skirt	/Lskirt	38	Royal Blue
2	Women's skirt shaped waistband for better fit/ triple stitched seams for extra strength/Bar tacks on all stress points/Concealed YKK zip/Embroidery on back pockets/Industrial wash	Women skirt	/Lskirt	38	Khaki Navy blue
2	Women's fitted golfer Self-fabric collar/semi-fitted/side vents with bar tacks/functional pocket on left chest	Women's fitted golfer	LG shirt	Medium	White Navy
2	Women's cargo trouser shaped waistband/embroidery on back pockets/cargo pockets with Velcro closure/Triple stitched on inner and outer leg seams for extra strength/Bar tacks on all stress points/Concealed YKK zip/industrial wash	Women cargo trouser	Cargo	36	Khaki
1	Women's work jacket zip fastening on chest pockets for secure storage/Adjustable Velcro tabs on cuffs/Concealed YKK zip/comfort/Side for ease of movement	Women work jacket	Polycotton Twill	Medium	Royal blue
1	Oxford jacket Water resistant/self colour polar fleece inner lining for added warmth/large front pockets with concealed zips/inner chest pocket/Elasticised cuffs/Stow-away hood/Draws cord in hem/YKK zip/Adjustable toggles	Oxford jacket		Medium	Navy

1	Safety shoes for women leather solee/hairell Soiling: PU injected	Safety women shoes	Diamond	7	Black/Pink
2	62% cotton, 27 elastane 9% polyester 2% polymicle, reinforces heel and toe for durability	Safety socks			Black
1	Heavy brushed cotton 100% String loop/cord with side toggle	Cricket Hat			Khakhi
1	SABS approved	Hard hat			Pink

SPECIFICATION FOR COMMUNITY SERVICES DEPARTMENTS (Annexure H)

PARKS AND RECREATION DIVISION SPECIFICATIONS

Safety shoes

Safety shoe with leather upper, steel toe cap STC, 200j resistant, steel mid sole, slip resistant double density PU sole, SANS20345 and NRCS certified. colour black or brown.

Conti suit

Reflective Two-piece overalls 100% cotton. Triple stitched all seams on garment Two pockets YKK zip, acid resistant colour navy blue with Mogalakwena log in front and parks at the back.

Disposable Gowns

Worn during re - dig, of graves and during exhumations. Provides clothing and skin protection; tear resistant; protection from particulates.

T-SHIRTS

100% cotton short sleeved round neck t-shirt colour, orange, blue and khaki.

SUN HATS

Bowler hats colour orange

HARD HAT

Colour blue or yellow

RAIN COAT

Must be yellow rubberized and SABS approved polyester pvc ,50mm reflective tape clear side par

All weather jackets

Work jacket delta plus high visibility with reflective tape, Rs pro –Hi-vis two tone fleece.

Safety socks

Anti-bacterial socks

Gum boots/water boots

Colour black

Protective shin pads

Colour orange

SPECIFICATION FOR LIBRARY PPE

GOLF SHIRTS	BOWLER HATS	SUITS	WINDBRAKER	BOOTS	SOCKS
210gram golf shirt Embroided Municipal logo on front left side and year 22/23 Underneath. Colour : Emerald Green	Reflective 100% cotton, Bowler Hat with chin strip & Embroided Municipal logo and year 22/23 Colour : Emerald Green	Reflective Two piece overalls 100% cotton. Triple stitched all seems on garment Two Pockets Heavy duty YKK Zip, Embroided Municipal logo on left hand side and year 22/23 under logo. CE JAVLIN Colour - Dark Blue	Reflective wind breaker/ all weather Jacket, with high inner toweling. Embroided Municipal logo on front left side with year 22/23 underneath logo Colour : Dark Blue	Safety boot with leather upper. Steel toe cap 200J resistant. Slip resistant double density PU sole. SANS20345 and NRCS certified. Colour: Black	Anti- Bacterial and Anti- Static Safety Socks. Calf length Colour - Any

**SPECIFICATION FOR PERSONAL PROTECTIVE EQUIPMENT
DEPARTMENT COMMUNITY SERVICES
WASTE MANAGEMENT DIVISION**

ITEM	GENDER	COLOUR
SAFETY WEAR		
Reflective Two piece overalls 100% cotton. Triple stitched all seams on garment Two Pockets Heavy duty YKK Zip, Embroided Municipal logo on left hand side and year 22/23 under logo.	Ladies and Gentlemen	Red
T- Shirts 210gram round neck, Embroided Municipal logo on front left side and year 22/23 underneath.	Unisex	Khaki
Reflective wind breaker/ all weather Jacket, with high inner toweling. Embroided Municipal logo on front left side with year 22/23 underneath logo	Unisex	Black
Reflective 100% cotton, Bowler Hat with chin strip & Embroided Municipal logo and year 22/23		Khaki/ Army Green
Reflective two piece rubberized nylon suit, with press studs zip enclosure with draw string hood & individual carry bag. Material weight 180GR.Double dipped on Polyester both sides - Durable Résistance to tearing & abrasion		Yellow
SAFETY FOOTWEAR		
Safety boot with leather upper. Steel toe cap 200J resistant. Slip resistant double density PU sole. SANS20345 and NRCS certified.	Gents	Brown / Black
Safety shoe with leather upper. Steel toe cap STC, 200J resistant. Slip resistant double density PU sole. SANS20345 and NRCS certified.	Ladies	Brown/ Black
SABS Approved Anti- Bacterial and Anti- Static Safety Socks. Calf length	Unisex	Black

1. **General**

- The pricing shall be fixed for one year thereafter price increases are to be negotiated when the needs arise
- The period, for which these prices shall be effective, together with the dates of the future annual reviews and their notice shall be shown.
- All service providers will be requested to deliver the goods to Mogalakwena Local Municipality main store
- No goods will be allowed to be delivered on site unless special approval of the head of the department has been approved.
- All goods that are delivered at stores must be accompanied by a delivery note.
- All delivery of goods must be properly packed and marked clearly with proper description of the item.
- All Personal Productive Equipment embroidered with municipal logo and a year.
- The panel will be for not more than Four (04) service provider.
- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention of Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Mogalakwena Local Municipality may cancel a contract awarded of any company if:
 - The company or any of its directors has committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the tenderer.
 - Abused the employers Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to that effect.
- **ALL ITEMS MUST BE PRICED, FAILURE TO DO THAT WILL AUTOMATICALLY INVALIDATE YOUR BID**

Price Assessment

Proposal will be evaluated based on the PPPFA 80/20-point system.

The 80/20-point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R 50 Million will be as follows:

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	CSD report and Certified Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
Gender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

	SCORES
Price Assessment	80
TOTAL	80

SPECIFIC GOAL	20
----------------------	-----------

MBD FORMS

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: CLOSING DATE:
CLOSING TIME:

DESCRIPTION.....
.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

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

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....
.....

POSTAL ADDRESS

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

STREET ADDRESS

.....
.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS.....
.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity:

Department:

Contact Person:

Tel:

Fax:

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached 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 then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

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

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

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

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

(a) a member of –

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

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

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

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

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

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

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

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

- 3.9.1 If yes, furnish particulars.....
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars
.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.
.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.
.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars:
.....
.....

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

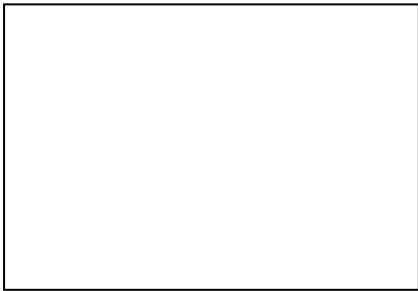
Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



.....
COMMISSIONER OF OATH

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1

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

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

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 80/20 preference point system.
- b) Either the 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 + \frac{P_t - P}{P} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 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.

Historically Disadvantaged Individuals - HDI	80/20 Preferential Point System	90/10 Preferential Point System	Means of Verification
	20	10	
Race – people who are Black, Coloured or Indian	6	3	Copy of Identification Documentation
Local Economic Development	4	2	Company head office residence within Mogalakwena Municipal Jurisdiction as per CSD and proof of residence
ender - Women	3	1	CSD report and Certified Copy of Identification Documentation
Youth	4	2	CSD report and Certified Copy of Identification Documentation
Disability	3	2	Certified copy of Doctor's Certificate with medical practice number

(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 completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:.....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 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)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

	Minimum Threshold for Local Content
Textile, clothing , leather and food wear Sector	100%

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

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

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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.
- - -

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOAL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

DATE:

.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....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.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

MBD 7.3

WITNESSES	
1
2
DATE:	

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution) in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(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 undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1.....

2.....

DATE.....

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

3.

4.

DATE

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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of:_____that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL CONDITIONS OF CONTRACT (National Treasury)

GOVERNMENT PROCUREMENT: General Conditions of Contract

TABLE OF CLAUSES

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

1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Contract practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

5.4 The supplier 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

6. Patent Rights

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

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

7. Performance security

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

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

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

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

b) A cashier's or certified cheque.

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

8. **Inspections, tests and analyses**

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

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

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

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

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

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

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

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

9. **Packing**

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

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

10. **Delivery and documents**

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

11. **Insurance**

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

12. **Transportation**

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

13. **Incidental Services**

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

- a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;

- c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those 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 uses of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser on 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, without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 supplier as having no objection and proceed with the restriction?

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

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

- i. The name and address of the supplier and / or person restricted by the purchaser;
- ii. The date of commencement of the restriction
- iii. The period of restriction; and
- iv. The reasons for the restriction.

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

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 be 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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clause 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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

a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

GOVERNMENT PROCUREMENT: General Conditions of Contract

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary contract or order or the conditions, stipulation or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

GOVERNMENT PROCUREMENT: General Conditions of Contract

35. Prohibition of restrictive practices

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

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

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminated 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.