



MBD1

**PART A
INVITATION TO BID**

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

| | | | | | |
|-------------|--|---------------|-------------------------|---------------|----------------|
| BID NUMBER: | 49 / 2024 | CLOSING DATE: | 28 FEBRUARY 2025 | CLOSING TIME: | 12H00PM |
| DESCRIPTION | SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR MAKHADO LOCAL MUNICIPALITY EMPLOYEES FOR THE PERIOD OF THREE YEARS | | | | |

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

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

| | |
|-----------------|--|
| POSTAL ADDRESS: | PRIVATE BAG X 2596, MAKHADO, 0920 |
| STREET ADDRESS | CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920 |

SUPPLIER INFORMATION

| | | | |
|---|--|--|--|
| NAME OF BIDDER | | | |
| POSTAL ADDRESS | | | |
| STREET ADDRESS | | | |
| TELEPHONE NUMBER | CODE | NUMBER | |
| CELLPHONE NUMBER | | | |
| FACSIMILE NUMBER | CODE | NUMBER | |
| E-MAIL ADDRESS | | | |
| VAT REGISTRATION NUMBER | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | OR | CSD No: |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

| | | | |
|------------------|-------------------------|------------------|---------------------------|
| DEPARTMENT | BUDGET AND TREASURY | CONTACT PERSON | MR MS NEPHAWE |
| CONTACT PERSON | MS P MUDAU | TELEPHONE NUMBER | 015 519 3000 |
| TELEPHONE NUMBER | 015 519 3044 | FACSIMILE NUMBER | 015 516 6145 |
| FACSIMILE NUMBER | 015 516 6145 | E-MAIL ADDRESS | Mpikelenin@makhado.gov.za |
| E-MAIL ADDRESS | phophimu@makhado.gov.za | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



coach Jenny van Dyk.

Proteas take on tough Jamaican team in Kingston

By SOWETAN REPORTER

The Spar Proteas national netball team, who finished 2024 on a high as the number one ranked team in Africa, start the new year with an exciting challenge when they travel to the Caribbean to take on Jamaica in the three-Test Margaret Beekford Sunshine series in Kingston.

In-form Jamaica recently moved into third spot, behind Australia and New Zealand, on the world rankings, after beating England in a Test series.

The Proteas and the Sunshine Girls have played each other 18 times, with the Proteas winning three times – most notably in the Netball World Cup in Liverpool in 2019, where the South Africans won by 55-52 earning them a spot in the semifinals.

“It’s my biggest challenge since taking over as coach,” said national coach Jenny van Dyk. “It’s always tough playing in the Caribbean, but I went to the Commonwealth Youth Games in Trinidad and Tobago in 2023, so I am used to that kind of atmosphere. The humidity may also be a problem.

“Our strategy will be to close the gap in the scoreline and then to go in hard, looking for the win.”

Van Dyk said goal defence Karla Pretorius was being rested for the tour and would be replaced by San-Marie Visser.

Assistant coach Zanele Mmodana, who was a member of the Proteas team when they last played in Jamaica, is aware of the challenges involved in playing Jamaica at home. “It’s tough to play Jamaica at home. They fill those arenas to capacity, they’ve got the dance, the song ... Those spectators come out in full support of their team. But we made history when we went there under coach Elize Kotze and beat them.

“They’ve got a very vibrant team, dynamic, athletic. Most of their players play in Australia, so they have great international experience. But we want to be the best, so we need to play the best.”

The matches in Jamaica will be played on January 18, 22 and 25 at the National Indoor Sports Centre in Kingston.

From Jamaica, the Proteas will travel to the UK to play in the Vitality Netball Nations Cup next month. The other teams are England, Uganda and Malawi.

By BONGANI MAGASELA

Boxing is a profoundly powerful engagement hook that can help turn lives around and ultimately make society feel safe, says former death row inmate and now award-winning boxing matchmaker Luyanda Kana.

Kana got involved in boxing after being advised by Makhenkesi Stofile, the former Eastern Cape premier, to get inmates out of mischief by way of training them for boxing. Kana was serving time in the Middledrift Maximum Security Prison.

Anti-apartheid activist Stofile was convicted in 1987 under the Internal Security Act for terrorism, illegal possession of weapons and furthering the aims of the ANC. Kana, who was sentenced to death for his political activities, said the carefully controlled boxing programmes brought about huge improvements in offenders’ discipline, respect and good behaviour.

“When that programme went well then minister of correctional services Ngconde Balfour launched boxing as a sport in all correctional centres around South Africa and became part of their rehab programme,” said Kana, who was pardoned by then president Thabo Mbeki in 2002 after being in jail for 14 years.

That programme helped a number of inmates who became SA champions after being released from jail. Kana and Mandlakayise Jakavu trained inmates that included Mzukisi Roberts, Sabelo Jubata, Lindile Tshemese, Bonakele Bikitsha, Dumisani Maka and Stanley Gola.

Roberts won BSA development programme called Baby Champs; Tshemese, who went to prison without knowing how to box, became the SA

LEARNING THE ROPES FROM BEHIND BARS

● Matchmaker Kana urges state to reintroduce sport in prison



Matchmaker of the year award winner Luyanda Kana during the 2018 Boxing SA Awards at Boardwalk Casino in Gqeberha. /Michael Sheehan

junior bantamweight champion, with Jubata winning the national featherweight belt. Bikitsha, Maka and Gola won provincial titles.

Kana, who stopped training and focused in matching bouts, said: “The department of correctional services should consider doing what Balfour did and reintroduce sports in general, boxing particular, [in prisons].

“They are idling with nothing to do and get involved in stupid things like gangsterism. They are calling me even now

asking me to help with training equipment,” said Kana, whose commitment earned him Boxing South Africa matchmaker of the year award in 2018.

Another former inmate who has changed his life around for the better since coming out of prison is Khaya Busakwe from Central Western Jabavu in Soweto. Trained by accomplished veteran Norman Hlabane, Busakwe reigns supreme as the lightweight champion, and is the only national boxing champ from Soweto right now.



MAKHADO MUNICIPALITY TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned project. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **20 January 2025** at non – refundable amount of **R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

| BID NO: | DESCRIPTION | EVALUATION CRITERIA | SPECIAL REQUIREMENT | TECHNICAL ENQUIRIES | REFERENCE AND NOTICE NO. | CLOSING DATE AND TIME |
|------------|---|--|--|---|-------------------------------------|-----------------------------|
| 47 of 2024 | Supply, delivery and installation of 11KV and 22KV Outdoor transformer breakers at Emmarentia substation | 80/20 preferential points | <ul style="list-style-type: none"> CIDB Grading 3EP or higher Certified copy of wireman license Certified copy of ORHVS 1 - 10 Module or HV04 A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or ME (installation or master electrician) number. | Acting Director Technical services: Ms. L Thulare or Mr. T Magalela at 015 519 3000 | Ref: 8/3/2/2052 Notice no: 119/2024 | 18 February 2025 at 12H00pm |
| 49 of 2024 | Supply and Delivery of protective clothing for Makhado local municipality employees for the period of three years | First Stage 100% local production content Second stage 80/20 preferential points | Only locally produced or locally manufactured textile and clothing products with a stipulated minimum threshold of 100% for local production and content will be considered. Fully completed MBD 6.2 including Annexure C, D and E | Chief Financial Officer: Mr NG Raliphada or Ms P Mudau at 015 519 3000 | Ref: 8/3/2/2024 Notice no: 125/2024 | 28 February 2025 at 12H00pm |
| 50 of 2024 | Supply and delivery of Cold mix asphalt for a period of three years | 80/20 Preferential points | | Chief Financial Officer: Mr NG Raliphada or Ms P Mudau at 015 519 3000 | Ref: 8/3/2/2055 Notice no:126 /2024 | 28 February 2025 at 12H00pm |
| 51 of 2024 | Supply and delivery of skip bins and skip bins cover nets | 80/20 preferential points | | Director Community Service: Mr. HJ Lukheli or Ms M Morotoba at 015 519 3000 | Ref: 8/3/2/2056 Notice no: 127/2024 | 18 February 2025 at 12H00pm |

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked **“As mentioned above”** must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than **“As mentioned above”** when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned criteria.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified: • Valid Tax compliance status pin issued by SARS • A copy of company

registration documents (CK) • Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification. • Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company) • Copy of central supplier database (CSD) report.

NB: • All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database). • A copy of a certified copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

DETAILED SPECIFICATION FOR PROTECTIVE UNIFORM

1. Minimum standard specifications for Conti suits

(ELECTRICAL)

- a) Boiler suits or two-piece work wear suits used shall be in accordance with SANS 434.
- b) The material shall be pre-shrunk 100% woven cotton fabric in accordance with SANS 1387-4, Material Type of D59, flame retardant finish that complies with SANS 1423-1.
- c) Alkali & Acids material shall be pre-shrunk 100% woven cotton fabric in accordance with SANS 1387-4, Material Type D59 acid resistant finish.
- d) The colours shall be Navy Blue, Pantone 19_3920 and for Alkali & Acid shall be Bottle Green Pantone 19_6110TC.
- e) The zip fastener shall comply with SANS 1822 style C and be of a non-conductive material. Must be intact front and back of garments.
- f) The colour of the stringers of a slide fastener shall be an acceptable match to the of the fabric with which the side fastener is used.
- g) The stitching shall comply with SANS 10101.
- h) The thread used shall comply with SANS 1362.
- i) Garments manufactured as per SANS 434 must bear the SABS mark of approval.
- j) The zero-harm identification shall appear on the right-side sleeve of the top.

CONTISUITS (GENERAL STAFF)

The garments shall consist of two pieces – **a bib and brace trouser and jacket** combination and shall be referred to as an ARC flash suit kit.

- b) All parts of the garments shall be made of ARC thermal resistant materials of the same ATPV.
- c) The fabric shall be of permanently flame-resistant fabric 88% cotton 12% nylon and of meta-aramid composition or similar. Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.
- d) Garments shall be suitable for use by both male and female employees.
- e) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- f) The garments shall be supplied in accordance with draft SANS 724:2009 Edition 1.0 Personal Protective Equipment – Protective Clothing against the thermal hazards of an Electric Arc. or IEC 61482-2 or ASTM F1506.
- g) The colour shall be blue.
- h) The minimum ARC Thermal Protection Value (ATPV) of the flash suit garments shall be 55cal/cm².

- i) Sewing thread utilized in the construction of the garments shall not melt when tested at a temperature of 260 °C, and shall be made from Kevlar®, Nomex® or a blend of both or similar. j) Where internal metal parts (e.g. buttons and zips) are used they shall be covered to the inside to avoid skin contact.
- k) The jacket protecting the upper part of the body shall have long sleeves. No modification of the sleeves is to be undertaken.
- l) The pants, jacket and hood shall be manufactured from the same material that will meet the required ATPV rating. The ATPV rating shall be indicated on the pants, jacket, hood and gloves.
- m) The garments shall conform to a recognized manufacturer's quality and training program.
- n) It is a requirement that the vest shall withstand at least 200 washing and drying cycles without influencing the original specified arc rating. It is therefore important that the original ARC rating cannot be washed away by any laundering method for the required minimum of 200 washes. The supplier must therefore provide confirmation in writing and attached to the bid, that the garment shall be able to be subjected to a minimum of 200 uncontrolled washes without reducing the original ARC rating of the garment, failing which the bid will not be considered for this item.
- o) The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to electric arc shall be withdrawn from service and replaced.
- p) The fabric for the electric ARC garment shall comply with the requirements of IEC 61482-1-2, ASTM F1959 and or ASTM F1506 or SANS 724.
- q) The complete garment shall be subjected to tests as specified in IEC 61482-1-2, ASTM F1506 and or SANS 724 and a certificate of compliance must be submitted with each batch of garments delivered.
- r) Dimensional changes in washing and drying shall be in accordance with SANS 6130 or ISO5077.
- s) The garments shall comply with the requirements of Clause 6.3 Tests.
- t) For ARC flash protection clothing, the ATPV designation applicable to the material shall be visibly indicated on all components of the suit.
- u) The logo shall be embroidered in front on the left-hand top and shall be 45 mm high. The colours shall be in accordance with customer corporate identity and specifications. The embroidering and sewing thread used for the embroidering shall not influence the arc rating of the garment.
- v) The sewing thread used for the embroidering shall not influence the ARC rating of the garment.
- w) The complete garment (on completion of the embroidering) shall be subjected to tests as specified in IEC 61482-1-2 and or ASTM F 1506 and a certificate of compliance shall be submitted with each batch of garments delivered.
- x) The seam breaking strength of stitching of protective clothing shall be in accordance with SANS 5323. the relevant test method as required by IEC 61482-2 or ASTM F1506.
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y) The fabric's dimensional stability (wash shrinkage) shall be in accordance with SANS 1387 Parts 2 and 3.

z) The flash suit kit shall be supplied **in a carry/storage bag**.

aa) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

2. Minimum standard specifications for pants

- a) Long pants shall be made of pre-shrunk 100% soft woven cotton fabric in accordance with SANS 13187-4, Material Type D 59- flame retardant SANS 1423-1.
- b) Long pants shall comply with the size specification in SANS 434.
- c) The pants shall be a standard five pocket style which shall exclude the ruler/carpenter's pocket.
- d) The pants shall have a waistband which shall be elasticated rucked at the back with a zip front and one button on the front of the waistband and a plain bottom.
- e) The waistband shall have the number of belt loops as prescribed in SANS 434.
- f) The pants colours shall be Navy blue Pantone 19_3920.
- g) The logo shall be applied in accordance with Makhado Local Municipality policy.
- h) The stitching shall comply with SANS 10101.
- i) The zip fastener shall comply with SANS 1822 and shall be made of a non-conductive material.
- j) The thread used shall comply with SANS 1362.
- k) The zero-harm identification shall appear on the left back pocket of the pants.
- l) All pants to be fitted with reflective strips on both legs above knees.

3. One piece Boiler suit

- a) It shall be in accordance with SANS 434.
 - b) Fronts shall be shirt-style open fronts with collar.
 - c) Its back shall be cut in one piece and shall be joined to the trouser section by means of a seam at waist level.
 - d) The top section, if not cut in one with the trouser section, and it shall be joined by means of a seam at waist level.
 - e) The waistline shall require elasticized from side-to-side seam.
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- f) Collar shape shall be such as to be acceptable, the width at the centre back shall be at least 80, and the steps shall be of width at least 35 mm.
- g) The cuffs plain with a double folded turned-in hem of at least 15 mm.
- h) Front fastening at bottom of the opening shall be securely bar-tacked.
- i) Set-in sleeves shall be of one-piece construction and be fitted with a cuff at the bottom end.
- j) All raw edges shall be turned in and stitched. Fly front shall fasten with a slide fastener as per SANS 1822.
- k) The slide fastener shall be secured with two rows of stitching on each stringer.
- l) The front edges shall overlap at least 35 mm and the facing shall be grown on.
- m) Breast hip pockets: shall be patch pockets, with rounded corners.
- n) The finished width and depth of a pocket shall be measured from edge to edge on the outside of the pocket with pencil pocket. Pocket mouths shall be finished with a hem that is deep enough to accommodate the attachment of a fastening and shall be adequately secured.

4. Minimum standard specification for shirts

- a) All shirts must be of T006 satin weave 100% cotton fabric and treated with flame retardant finish that complies with SANS 1432-1.
 - b) Button front with yoke and two breast pockets and flaps to closure.
 - c) The pockets shall be 16 cm deep and 14 cm wide.
 - d) The pockets and flaps shall have round edges.
 - e) The flaps on the pockets shall have a pen division on the left side.
 - f) The front pocket shall be fastened by means of non-conductive buttons.
 - g) The collar shall be a standard shirt collar.
 - h) The back of the shirt shall have an inverted pleat with hanger loop and yoke.
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- i) Long-sleeved shirts shall have a cuff-65 mm wide set-in long sleeve with two knife pleats separate the cuff with button closure of non-conductive buttons. Sleeve opening bound with binding.
 - j) The shirt shall be corporate colour (grey) (CKS 129-188c).
 - k) The front buttons shall be sewn onto a strengthened front and shall be non-conductive.
 - l) The stitching shall comply with SANS 10101. Seams shoulder, sleeve and back yoke posted.
 - m) Side seam and under arm safety stitch. Hems finished 10 mm.
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- n) The thread used shall comply with SANS 1362.
- o) The zero-harm identification shall appear on the right side of the sleeve.

5. Minimum standard specifications for rain protection (rain suits)

- a) The fabric for the jacket and trousers shall be a minimum of 180 grams per square meter with the face side 100% polyester, plain weave with 170 threads per square inch and coated with a water coating.
The “under “side to be laminated with PVC coating, Seams strength to be 50kPa. The lining to be 80% polyester and 20% cotton. All sizing benchmark to SANS 434.
- b) The rain jacket shall have nylon spiral zip and a closed fly front secured by non-conductive press-studs and shall comply with SANS 1822 type 5 (auto lock alloy sliders).
- c) The hood shall be attached to the rain jacket.
- d) The rain jacket shall cover the buttocks.
- e) The sleeves shall have a false elastic sleeve at the end (made of a softer material) to prevent rain entering the sleeve.
- f) The pants shall have two side slits and elasticised waist.
- g) Rain suits shall be Navy blue in colour.
- h) The rain suits shall be fitted with reflective strips on both sleeves’ circumference on the inner upper arm, reflective strips on both legs above the knees.
- i) The zero-harm identification shall appear on the right side of the sleeve.

6. Safety shoes & boots

- a) Shoes shall comply with safety shoes electrical testing specification 34-232.
- b) Item shall be marked with SABS SANS 20345:2008-mark approval.
- c) Only locally produced or manufactured textiles leather and footwear material or input will be considered.
- d) The boots shall be dark brown and where it is not possible to obtain then black will be the only alternative and the laces shall match the relevant boot colour.
- e) Toe construction type: steel or carbon fibre; tread surface type sole rubber; oil, petrol, slip resistant and with penetration resistant insert.
- f) Material must be full grain upper leather.

7. Gumboots

- a) It shall be waterproof.
- b) It shall be acid and oil resistant, and non-slip.
- c) Gumboots shall comply with SANS 20245.
- d) Gumboots shall be made of solid rubber and shall be black in colour with a protective toe cap.
- e) It shall be made of low abrasion material.

8. Socks

- a) Non-conductive, anti-static and Anti-Bacterial socks shall be made from 72% Cotton, 26% Poly, 2% Silver Fibre.
- b) Socks must be available in 3 different sizes, namely: small/medium, large/x-large and xx-large/xxx-large.

9. Welding gloves

- a) General purpose welding gloves lined green welders' glove 20cm cuff. Allow cow leather glove with full cotton lining that can withstand heat between 140-175 degrees Celsius.
- b) PIMGLOVE lined welders heat resistant glove 30cm and must be Red all cow leather gloves with double apron, cotton and foam lining and Kevlar yam. Glove must withstand heat up to 500 degrees Celsius.

10. Low Voltage gloves

- a) Gloves shall be rated 1000V and shall have inner and protector separately.
- b) Gloves shall have different sizes; 6,7,8,9,10, 11 etc

11. Face shield – LV switching

All face shields shall provide protection against electrical burns and flashes as applicable for Arc Flash Protection as per Arc Flash category requirements.

- a) Face shield shall be made of a transparent material which shall be made of Polycarbonate.
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- b) Face shield shall have a protecting bag.
- c) Face shield shall have anti-fog coating.
- d) Face shield shall fit the existing hard hats and shall comply with Category 1 of NFPA 70E-2000 and minimum ATPV performance value of 5 Cal/cm².

12. Face shield for grinding & cutting

- a) Dimensions: WD 310 X LG 205 X THK 1 MM
- b) Face shield shall provide protection against grinding & cutting material.
- c) For eye protection against high impact and flying particles.
- d) Face shield shall be made of a transparent material and which material shall be made of Polycarbonate GR1 impact.

13. Hard hat

All hard hats shall:

- a) Have adjustable head bands of standard size 53cm to 63cm.
- b) Bear the SABS mark and in accordance with SANS 1397.
- c) Have a webbing suspension harness.
- d) Have limited side rims/glutter.
- e) Have a shortened sun peak.
- f) Have adjustable three-point webbing chin strap in accordance with SANS 1397; Section 3.8
- g) Have a thick sweat band of +/- 4.5 cm in thickness.
- h) Be purchased with an adjustable chin strap.

14. Soft bush hats

- a) The colours shall be khakhi.
 - b) Material shall be pre-shrunk 100% woven cotton fabric which is in accordance with SANS 1387-4, material type D59, and flame retardant.
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- c) Makhado Local Municipality logo shall be embroidered on the front of the hat.
- d) The thread used shall comply with SANS 1362.
- e) The stitching shall comply with SANS 10101.
- f) The soft hats shall comply a reinforced stiffened broad brim of at least 80mm.

15. Thermal jackets

- a) Thread used shall comply with SANS 1362.
- b) The stitching shall comply with SANS 10101.
- c) Makhado Local Municipality logo shall be embroidered.
- d) Sleeves cuffs shall have two non-conductive press-studs at the end of the sleeve so that the size can be adjusted.
- e) The jackets shall be insulated with pre-shrunk hollow cotton fibre 135 msg which is made of non-flammable material with inner material being a tartan lining, 100% cotton of a darkish colour, with the outer covering be pre-shrunk 100% soft woven fabric in accordance with SANS 1387-4, Material Type D59, flame retardant. (SANS 1423-1).
- f) The jackets shall have one chest pocket and four side pockets. The side pocket shall be the bellows type with a side entry into another separate pocket and shall be 22 cm deep and 21 cm wide.
- g) The pockets shall have flaps with cut-off edges that can be fastened by means of non-conductive press studs.
- h) Chest pockets shall be the bellows type – 15 cm deep and 14 cm wide.
- i) The jackets shall reach below the buttocks.
- j) The jackets shall have non-conductive press-studs down the front on a double panel strip as well as a non-conductive zip complying with SANS 1822 and be intact front and back.

16. Arc flash switching suit, 51 cal/cm²

- a) Arc flash switching suit, HRC 4, ATPV 51 cal/cm².
 - b) Three piece arc flash switching suit with a long jacket, bib-and-brace trousers and full hood. Completely metal free with ATPV rating indicated on both garments.
-

- c) Jacket: 88cm long jacket (Large) with zip, Flame Resistant (FR) Velcro® front closure and knitted cuffs.
- d) Trousers: Bib-and-brace trousers with adjustable bottom leg openings.
- e) Switching hood: See separate product data sheet.
- f) Switching gloves: See separate product data sheet.
- g) Colour: Royal blue
- h) Size: S – 6XL
- i) Materials: Fabric: Permanently Flame Resistant (FR) UltraSoft®, preshrunk.
- j) Thread: Aramid
- k) The only TRIPLE certified arc flash suit on the market:
 - SANS 724 (South Africa)
 - IEC 61482-2 (Europe)
 - NFPA 70E (USA)
- l) Guaranteed flame resistant for the life of the garment.
- m) Water washable.
- n) Excellent breathability - absorbs sweat and moisture.
- o) Cotton comfort – cool in summer and warm in winter.
- p) Excellent abrasion resistance, 50% longer wear life than traditional 100% cotton garments.
- q) Designed to interface with the work wear and accessories range.
- r) Optional: large heavy duty carry bag or backpack for the protective clothing and accessories.

17. Arc flash switching suit, 100 cal/cm²

- a) Description: Arc flash switching suit, HRC 4, ATPV 100 cal/cm².
 - b) Three piece arc flash switching suit with long jacket, Bib & Brace trousers and full hood. ATPV rating indicated on all garments.
 - c) Jacket: 88cm Long jacket (Medium) with Flame Resistant (FR) zip, FR Velcro® front closure and FR knitted cuffs.
-

- d) Trousers: Bib-and-brace trousers with adjustable leg openings.
 - e) Switching hood: See separate product data sheet.
 - f) Switching gloves: See separate product data sheet.
 - g) Colour: Olive
 - h) Size: S – 6XL
 - i) Materials: Fabric: Layered 754 g/m².
 - j) Outer: Para-aramid, CF, Novoloid.
 - k) Inner: Melamine, Para-aramid, Meta-aramid.
 - l) Thread: Aramid.
 - m) Cuff: FR Cotton/Nylon/Spandex.
 - n) Applications: Work wear for the electrical industry.
 - o) Hazard Assessments: Thermal effects from electric arc flash, flames and flash fires.
 - p) The Lightest 100 cal/cm² suit available on the world market.
 - q) Guaranteed flame resistant for the life of the garment.
 - r) Water washable.
 - s) Optional: large heavy duty carry bag or back pack for the protective clothing and accessories.
 - ✓ Standards: Fabric: NFPA 70E; IEC 61482-1-1; ASTM F1959; ASTM F1506 and SANS 724.
 - ✓ Garment: ASTM F2621; SANS 724 and CE 0339. ATPV¹: 100 cal/cm² ; HAF²: 97 %
-

Annexures C

Local Content Declaration - Summary Schedule

(C1) **Tender No.**
 (C2) **Tender description:**
 (C3) **Designated product(s):**
 (C4) **Tender Authority: Makhado Local Municipality**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:**
 (C7) **Specified local content**

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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Tender summary

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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| | (C20) Total tender value R |
| | (C21) Total Exempt imported content R |
| | (C22) Total Tender value net of exempt imported content R |
| | (C23) Total Imported content R |
| | (C24) Total local content R |
| | (C25) Average local content % of tender |

1. ELECTRICAL AND GENERAL UNIFORM

| NO | DESCRIPTION | SIZE | COLOUR | UNIT PRICE 1ST YEAR | UNIT PRICE 2ND YEAR | UNIT PRICE 3RD YEAR | TOTAL |
|-----------|---|-------------|---------------|---|---|---|--------------|
| 1 | CONTI SUIT (100% Cotton D59) - electrical staff | VARIOUS | BLUE | | | | |
| 2 | CONTI SUIT (100% cotton)- General staff | VARIOUS | VARIOUS | | | | |
| 3 | GUMBOOTS | VARIOUS | BLACK | | | | |
| 4 | MALE SAFETY SHOES-electrical staff | VARIOUS | BROWN/BLACK | | | | |
| 5 | MALE SAFETY SHOES- General staff | VARIOUS | BROWN/BLACK | | | | |
| 6 | FEMALE SAFETY SHOES | VARIOUS | BROWN/BLACK | | | | |
| 7 | CANTEEN DRESS AND TROUSER | VARIOUS | BLUE | | | | |
| 8 | FEMALE DRESS | VARIOUS | BLUE | | | | |

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|----|---------------------------------------|---------|-------------------------------|--|--|--|--|
| 9 | UNISEX RAIN SUIT | VARIOUS | BLUE/ YELLOW/ NAVY BLUE | | | | |
| 10 | WINTER/THERMAL WEAR JACKET | VARIOUS | NAVY BLUE/KHAKHI | | | | |
| 11 | SOCKS | VARIOUS | VARIOUS | | | | |
| 12 | LONG SLEEVED SHIRTS | VARIOUS | BLUE | | | | |
| 13 | GOLF SHIRTS | VARIOUS | BLUE | | | | |
| 14 | SUN HAT | VARIOUS | BLUE/KHAKHI | | | | |
| 15 | SAFETY HELMET (HARD HAT) | VARIOUS | WHITE | | | | |
| 16 | SOFT BUSH HATS | VARIOUS | KHAKHI | | | | |
| 17 | SAFETY VEST (REFLECTIVE WAISTCOAT) | VARIOUS | ORANGE | | | | |
| 18 | BOILER SUIT WITH TAPE | VARIOUS | BLUE | | | | |

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|----|--------------------------------------|---------|------------|--|--|--|--|
| 19 | WELDING GOGGLES | VARIOUS | CLEAR | | | | |
| 20 | SAFETY GOGGLES | VARIOUS | CLEAR | | | | |
| 21 | SAFETY SHIELD | VARIOUS | CLEAR | | | | |
| 22 | PVC HAND GLOVES | SHORT | RED/MEROON | | | | |
| 23 | PVC HAND GLOVES | LONG | RED/MEROON | | | | |
| 24 | CHROME LEATHER WELDING GLOVES | SHORT | GREY | | | | |
| 25 | CHROME LEATHER WELDING GLOVES | LONG | GREY | | | | |
| 26 | LOW VOLTAGE GLOVES | VARIOUS | VARIOUS | | | | |
| 27 | FACE SHIELD -LV SWITCHING | VARIOUS | VARIOUS | | | | |
| 28 | FACE SHIELD FOR GRINDING AND CUTTING | VARIOUS | VARIOUS | | | | |
| 29 | ARC FLASH SWITCHING SUIT, 51 cal/cm2 | VARIOUS | ROYAL BLUE | | | | |

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|----|---------------------------------------|---------|------------------|--|--|--|--|
| 30 | ARC FLASH SWITCHING SUIT, 100 cal/cm2 | VARIOUS | OLIVE | | | | |
| 31 | CHEMICAL RESISTANT DISPOSAL OVERALL | VARIOUS | VARIOUS | | | | |
| 32 | EAR MUFFS | N/A | N/A | | | | |
| 33 | CAPS | VARIOUS | BROWN/ KHAKHI | | | | |
| 34 | RE-USABLE EAR PLUGS | N/A | N/A | | | | |
| 35 | FOAM EAR PLUGS | N/A | N/A | | | | |
| 36 | DISPABLE RESPIRATOR/ NOSE MASKS | N/A | N/A | | | | |
| 37 | CHROME LEATHER APRON WELDERS | N/A | VARIOUS | | | | |
| 38 | FORESTRY HELMENT | N/A | VARIOUS | | | | |
| 39 | BEANEI HAT | N/A | N/A | | | | |

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|----|-------------------|-----|-------|--|--|-------|--|
| 40 | SAFETY SPECTACLES | N/A | CLEAR | | | | |
| | | | | | | TOTAL | |

2. TRAFFIC UNIFORM

| NO | DESCRIPTION | SIZE | COLOUR | UNIT PRICE 1 ST YEAR | UNIT PRICE 2 ND YEAR | UNIT PRICE 3 RD YEAR | TOTAL |
|----|--|---------|-----------------------|------------------------------------|------------------------------------|------------------------------------|-------|
| 1 | Combat trouser | various | Traffic fawn brown | | | | |
| | One map pocket, two side pockets and hip pockets stitched on creases back and front large belt loops draw cord and trousers legs 50% polyester and 50% cotton traffic Fawn Brown | | | | | | |
| 2 | Combat shirt | | | | | | |

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|----------|---|---------|--------------------|--|--|--|--|
| | Two patch breast Pockets with flaps button open glad neck, button through front, epaulettes to button ,50% polyester and 50% cotton. Traffic logo and name | various | Traffic fawn brown | | | | |
| 3 | Men's Formal Trousers | | | | | | |
| | Weave pleated 55% Treva 45% wool Zip fly, two plated side pockets plain button. Large Hip Pocket to button. Large belt loop-70mmx1cm loop Traffic Brown Fawn. | various | Traffic fawn brown | | | | |
| 4 | Ladies Slacks | | | | | | |
| | Plain weave, zip fly, two sided pockets, waist band to button 70mm x 1cm loop, 55% polyester and 50% Trever and 45% wool. | various | Traffic fawn brown | | | | |
| 5 | Ladies Skirts | | | | | | |
| | Plain weave zip at back, button to fasten. fully lined with centre slit at the back 35mm x 1 cm loops. 55% trivia and 45%wool Traffic fawn brown | various | Traffic fawn brown | | | | |
| 6 | Formal Short Sleeve Magnum Shirts | | | | | | |

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|---|---|---------|--------------------|--|--|--|--|
| | Button closing pockets flaps with blunted corners button through front open / Glad neck. Epaulets to cotton with dummy cuffs on sleeves 50% polyester and 50% Traffic Brown fawn. | various | Traffic fawn brown | | | | |
| 7 | Formal long sleeve magnum shirt | | | | | | |
| | Velcro closing pockets flaps on pockets with blunted corners epaulets to button through front and down sleeves 35% cotton polyester and 65% polyester traffic fawn | various | Traffic fawn brown | | | | |
| 8 | Golf shirt | | | | | | |
| | Ponti material button with 3 buttons. epaulets to hold, embroidered star traffic logo and name | various | Traffic fawn brown | | | | |
| 9 | Two-piece jumpsuit | | | | | | |
| | Two piece flight suit, 2 sides pockets on legs, 2 breast pockets with zip, 1 radio pocket on the left chest, 1 pocket on left sleeves , adjusting zips on button of legs, silver and blue checkered reflective tape on legs and sleeves padded knees epaulets to button with dummy cuffs on sleeves | various | Traffic fawn brown | | | | |
| | Traffic logo and a name | | | | | | |
| | Makhado traffic control at the back | | | | | | |

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|-----------|--|---------|--------------------|--|--|--|
| | Traffic fawn brown | | | | | |
| 10 | Jumpsuits | | | | | |
| | <p>One piece flights, 2 sides pockets on legs, 2 breast pockets with zip, 1 radio pocket on the left chest, 1 pocket on left sleeves , adjusting zips on button of legs, silver and blue checkered reflective tape on legs and sleeves padded knees epaulets to button with dummy cuffs on sleeves</p> <p>Traffic logo and a name Makhado traffic control at the back Traffic fawn brown</p> | various | Traffic fawn brown | | | |
| 11 | Long jacket | | | | | |
| | <p>Inner lining 50% polyester cotton. epaulets</p> <p>to button with dummy cuffs on sleeves, 2 sides pockets, 2 chest pockets .zip and press studs in front, inside pockets</p> <p>Rope in waist</p> | various | Traffic fawn brown | | | |
| 12 | Short jacket | | | | | |
| | <p>Inner lining 50% polyester cotton. epaulets to button with dummy cuffs on sleeves, 2 sides pockets, 2 chest pockets .zip and press studs in front, inside pockets</p> <p>Elastic on bottom</p> | various | Traffic fawn brown | | | |

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|-----------|--|---------|--------------------|--|--|--|--|
| | Traffic fawn brown | | | | | | |
| 13 | Background jacket | | | | | | |
| | Double breasted belted trench coat, flat lapel collar casual slim fit light weight trench coat. 2 side pockets. epaulets to button | various | Traffic fawn brown | | | | |
| | Traffic fawn brown | | | | | | |
| 14 | Jersey | | | | | | |
| | 100%high bulk acrylic fully washable, medium weight 10 gauge v neck Mondri knit, military wide rib cuff waist band epaulets to button elbow patches zip top to button | various | Traffic fawn brown | | | | |
| | Traffic fawn brown | | | | | | |
| 15 | Pull over | | | | | | |
| | Flat knit Medium weight 10-gauge v neck ribbed waist band epaulets to button | various | Traffic fawn brown | | | | |
| | Traffic awn brown | | | | | | |
| 16 | Ceremonial tunic jacket (female officers) | | | | | | |
| | Trevira and wool material Gold buttons in front. Epaulets to button on shoulders, dummy cuffs on sleeves. long sleeves. 2 dummy pockets on chest with flaps and gold buttons, slit and dummy belt at the back | various | Traffic fawn brown | | | | |
| 17 | Ceremonial tunic (male officers) | | | | | | |

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|-----------|--|---------|--------------------|--|--|--|--|
| | <p>Trevira and wool material</p> <p>Long sleeve with gold buttons. 2 protruding side pockets of magnum style with gold buttons, 2 epaulets straps on shoulders with gold buttons, back slit and belt pins on waist. belt with double pin and holes</p> <p>Traffic fawn brown</p> | various | Traffic fawn brown | | | | |
| 18 | Rain suits | | | | | | |
| | <p>Waterproof and breathable standards, detachable hood. multiple pockets for ample storage and durable reflective tape for maximum visibility, pot west yellow</p> <p>With a trouser. 2 sides pockets</p> <p>Reflective tape on knees</p> <p>Yellow traffic reflective</p> | various | yellow | | | | |
| 19 | Reflective jackets | | | | | | |
| | <p>Zip on/off long sleeves printed from left breast. traffic star and name. Makhado traffic control at back, white elastic cuff waist band and wrist cuffs, webbing type 50% . fully reflective strips and orange,</p> | various | various | | | | |
| 20 | Traffic leather Boots | | | | | | |
| | <p>Leather and fabric Design. Double density PU/PU Sole. Heat Resistant Up to 95 Degrees Celsius. Eyelet Lace - Up. Oil & Acid Resistant, Antistatic, Walnut.</p> | various | Brown | | | | |
| 21 | parabellum Shoes (Men) | | | | | | |

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|-----------|---|---------|--------------------|--|--|--|--|
| | Lace Up Full Upper Leather Thick rubber sole. Acid and oil resistant. Padded inside for support and comfort. Brown. | various | Brown | | | | |
| 22 | Parabellums Shoes (Ladies) | | | | | | |
| | Lace up, Full upper leather. Padded inside for support and comfort Brown. | various | Brown | | | | |
| 23 | Laddies 3 quoter (Green Cross.) | | | | | | |
| | Brown, Padded inside for support and comfort. Genuine leather upper padded with thick rubber. | various | Brown | | | | |
| 24 | Heavy Socks. | | | | | | |
| | Bio guard short Cushion foot 70% wool Opti fresh wool bed Cushions foot 70% wool Traffic Brown Fawn. | various | Traffic fawn brown | | | | |
| 25 | Light Socks. | | | | | | |
| | Bio guard short Cushion foot 70% wool Opti fresh wool bed Cushions foot 70% wool Traffic Brown Fawn. | various | Traffic fawn brown | | | | |
| 26 | Plain combat Cap. | | | | | | |
| | Buckle up adjustable, reinforced front badge Large peak, embroiled with traffic Badge Polly cotton. Traffic Brown Fawn. | various | Traffic fawn brown | | | | |

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|----|--|---------|--------------------|--|--|--|--|
| 27 | Assistant Superintendent combat cap | various | Traffic fawn brown | | | | |
| | Buckle up adjustable, reinforced front badge | | | | | | |
| | Large peak, embroiled with traffic Badge Polly cotton. (2Leaf) Traffic Brown Fawn. | | | | | | |
| 28 | Superintendent Traffic combat cap | various | Traffic fawn brown | | | | |
| | Buckle up adjustable, reinforced front badge | | | | | | |
| | Large peak, embroiled with traffic Badge Polly cotton. (3Leaf) Traffic Brown Fawn. | | | | | | |
| 29 | Chief Traffic combat cap | various | Traffic fawn brown | | | | |
| | Buckle up adjustable, reinforced front badge | | | | | | |
| | Large peak, embroiled with traffic Badge Polly cotton. (4Leaf) Traffic Brown Fawn. | | | | | | |
| 30 | Assistant Manager Traffic combat cap. | various | Traffic fawn brown | | | | |
| | Buckle up adjustable, reinforced front badge | | | | | | |
| | Large peak, embroiled with traffic Badge Polly cotton. (7 Leaf) Traffic Brown Fawn. | | | | | | |
| 31 | Manager Traffic combat cap. | various | Traffic fawn | | | | |
| | Buckle up adjustable, reinforced front badge | | | | | | |

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|-----------|--|---------|--------------------|--|--|--|--|
| | Large peak, embroiled with traffic Badge Polly cotton. (9Leaf) Traffic Brown Fawn. | various | brown | | | | |
| 32 | Combat Belt. | | | | | | |
| | Quick to release heavy duty buckle Self-adjustable to size. Municipal star logo on Buckle Traffic Bronze. | various | traffic Bronze | | | | |
| 33 | Leather Belt. | | | | | | |
| | Double leather bonded and stitched together Basket weave finish pressed into leather Brass roller single prong buckle. Billet with 5 punched holes Genuine leather. Traffic Brown Fawn. | various | Traffic fawn brown | | | | |
| 34 | Lanyard | | | | | | |
| | Blue arm rope 70% cotton Traffic Blue. | various | Blue | | | | |
| 35 | Ladies Formal Hat. | | | | | | |
| | SAPS type. Felt Ribbon Traffic blue. Traffic brown/Traffic Fawn. | various | Traffic fawn brown | | | | |
| 36 | Assistant Superintendent Men Formal Hat | | | | | | |
| | SAPS type Felt Ribbon Traffic blue. 2 leaf Traffic brown/traffic fawn. | various | Traffic fawn brown | | | | |
| 37 | Superintendent Ladies Formal Hat. | | | | | | |
| | SAPS type Felt Ribbon Traffic blue. | various | Traffic fawn | | | | |

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|----|---|---------|-----------------------|--|--|--|--|
| | 3 leaves' Traffic brown/traffic fawn. | various | brown | | | | |
| 38 | Superintendent Men Formal Hat. | various | Traffic fawn brown | | | | |
| | SAPS type Felt Ribbon Traffic blue. | | | | | | |
| | 3 leaves' Traffic brown/traffic fawn. | | | | | | |
| 39 | Chief Traffic Men formal Hat. | various | Traffic fawn brown | | | | |
| | SAPS type Felt Ribbon Traffic blue. | | | | | | |
| | 7 leaf Traffic brown/traffic fawn. | | | | | | |
| 40 | Assistant Manager Men Formal Hat. | various | Traffic fawn brown | | | | |
| | SAPS type Felt Ribbon Traffic blue. | | | | | | |
| | 9 leaves Traffic brown/traffic fawn. | | | | | | |
| 41 | Manager Traffic Ladies Formal Hat. | various | Traffic fawn brown | | | | |
| | SAPS type Felt Ribbon Traffic blue. | | | | | | |
| | 9 leaves Traffic brown/traffic fawn. | | | | | | |
| 42 | Epauettes plain | various | Royal Blue | | | | |
| | Formal and | | | | | | |
| | Rubberized. Royal blue | | | | | | |
| 43 | Epauettes Assistant Superintendent | | | | | | |

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|-----------|--|----------------|----------------|--|--|--|--|
| | Formal and rubberized with 1 leaf and 1 bar Royal blue. | various | Royal Blue | | | | |
| 44 | Epaulettes Superintendent. | | | | | | |
| | Formal and rubberized with 1 leaf and 2 bar. Royal blue | various | Royal Blue | | | | |
| 45 | Epaulettes Chief | | | | | | |
| | Formal and rubberized with 4 leaves. Royal blue | various | Royal Blue | | | | |
| 46 | Epaulettes Assistant Manager. | | | | | | |
| | Formal and rubberized with 5 leaves. Royal blue | various | Royal Blue | | | | |
| 47 | Epaulettes Manager. | | | | | | |
| | Formal and rubberized with 6 leaves. Royal blue | various | Royal Blue | | | | |
| 48 | Georgettes Chief | | | | | | |
| | Formal and Rubberized 4 leaf | not applicable | not applicable | | | | |
| 49 | Georgettes Assistant Manager | | | | | | |
| | Formal and Rubberized 5 leaf | not applicable | not applicable | | | | |

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|-----------|---|----------------|---|--|--|--|--|
| 50 | Georgettes Manager | not applicable | not applicable | | | | |
| | Formal and Rubberized 6 leaf | | | | | | |
| 51 | Metal Collar Badges | not applicable | not applicable | | | | |
| | With Municipal Traffic Logo. | | | | | | |
| 52 | Cap Badges | not applicable | not applicable | | | | |
| | Metal Badges with Municipal Logo. | | | | | | |
| 53 | Stockings | various | mexican silver | | | | |
| | Mexican Silver. | | | | | | |
| 54 | Bow Tie. | N/A | Royal Blue | | | | |
| | 100% Satin polyester | | | | | | |
| | Royal Blue. | | | | | | |
| 55 | Long Tie | N/A | Royal Blue | | | | |
| | Long 100% Satin polyester, lined and tipped | | | | | | |
| | Royal Blue. | | | | | | |
| 56 | White Gloves | various | white | | | | |
| | White Satin polyester. | | | | | | |
| 57 | Name Tag | various | Blue satin polyester combines with a gold | | | | |
| | Blue satin polyester combines with a gold star with Makhado Traffic logo. | | combines with a gold | | | | |

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|-----------|-------------------------------------|---------|--------|--|--|--|--------------|--|
| 58 | Firearm holster | various | Brown | | | | | |
| | 9MM Multi-purpose fit holster Brown | | | | | | | |
| 59 | Hand cuff plus key and Pouch | various | Chrome | | | | | |
| | SAPS style | | | | | | | |
| | Chrome. | | | | | | | |
| 60 | Firearm Magazine Pouch | various | Brown | | | | | |
| | Brown | | | | | | | |
| | | | | | | | TOTAL | |

SUMMARY COST STRUCTURE

| | DESCRIPTION | AMOUNT |
|----------|---------------------------------------|--------|
| 1 | ELECTRICAL AND GENERAL UNIFORM | |
| 2 | TRAFFIC UNIFORM | |
| | TOTAL | |
| | VAT @15% ONLY IF APPLICABLE | |
| | TOTAL BIDDING PRICE | |

Annexures C

Local Content Declaration - Summary Schedule

(C1) **Tender No.**
 (C2) **Tender description:**
 (C3) **Designated product(s):**
 (C4) **Tender Authority: Makhado Local Municipality**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:**
 (C7) **Specified local content**

Note: VAT to be excluded from all calculations

Pula EU GBP

| Calculation of local content | | | | | | | |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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| Tender summary | | | |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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| | (C20) Total tender value R |
| | (C21) Total Exempt imported content R |
| | (C22) Total Tender value net of exempt imported content R |
| | (C23) Total Imported content R |
| | (C24) Total local content R |
| | (C25) Average local content % of tender |

Annexures C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s):
 (C4) Tender Authority: Makhado Local Municipality
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate: Pula EU GBP
 (C7) Specified local content

Note: VAT to be excluded from all calculations

| Calculation of local content | | | | | | | |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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| Tender summary | | | |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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|--|---|
| | (C20) Total tender value R |
| | (C21) Total Exempt imported content R |
| | (C22) Total Tender value net of exempt imported content R |
| | (C23) Total Imported content R |
| | (C24) Total local content R |
| | (C25) Average local content % of tender |

Annexures C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s):
 (C4) Tender Authority: Makhado Local Municipality
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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Tender summary

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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|---|---|--|--|--|
| (C20) Total tender value R | | | | |
| (C21) Total Exempt imported content | R | | | |
| (C22) Total Tender value net of exempt imported content | R | | | |
| (C23) Total Imported content | R | | | |
| (C24) Total local content | R | | | |
| (C25) Average local content % of tender | | | | |

Annexures C

Local Content Declaration - Summary Schedule

- (C1) **Tender No.**
- (C2) **Tender description:**
- (C3) **Designated product(s):**
- (C4) **Tender Authority: Makhado Local Municipality**
- (C5) **Tendering Entity name:**
- (C6) **Tender Exchange Rate:**
- (C7) **Specified local content**

Note: VAT to be excluded from all calculations

Pula EU GBP

| Calculation of local content | | | | | | | |
|------------------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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| Tender summary | | | |
|----------------|--------------------|---------------------------------|------------------------|
| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

 Date: _____

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|--|----------|--|
| (C20) Total tender value | R | |
| (C21) Total Exempt imported content | R | |
| (C22) Total Tender value net of exempt imported content | R | |
| (C23) Total Imported content | R | |
| (C24) Total local content | R | |
| (C25) Average local content % of tender | | |

Annexures C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s):
 (C4) Tender Authority: Makhado Local Municipality
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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Tender summary

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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|--|---|
| | (C20) Total tender value R |
| | (C21) Total Exempt imported content R |
| | (C22) Total Tender value net of exempt imported content R |
| | (C23) Total Imported content R |
| | (C24) Total local content R |
| | (C25) Average local content % of tender |

Annexures C

Local Content Declaration - Summary Schedule

(C1) **Tender No.**
 (C2) **Tender description:**
 (C3) **Designated product(s):**
 (C4) **Tender Authority: Makhado Local Municipality**
 (C5) **Tendering Entity name:**
 (C6) **Tender Exchange Rate:**
 (C7) **Specified local content**

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content

| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
|------------------|---------------|--------------------------------|-------------------------|---|----------------|-------------|----------------------------|
| (C8) | (C9) | (C10) | (C11) | (C12) | (C13) | (C14) | (C15) |
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Tender summary

| Tender Qty | Total tender value | Total exempted imported content | Total Imported content |
|------------|--------------------|---------------------------------|------------------------|
| (C16) | (C17) | (C18) | (C19) |
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Signature of tenderer from Annex B

Date: _____

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|--|---|
| | (C20) Total tender value R |
| | (C21) Total Exempt imported content R |
| | (C22) Total Tender value net of exempt imported content R |
| | (C23) Total Imported content R |
| | (C24) Total local content R |
| | (C25) Average local content % of tender |

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Calculation of imported content | | | | | | Summary | |
|------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|-------------------------|
| | | | | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
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(D19) Total exempt imported value

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Calculation of imported content | | | | | | Summary | |
|------------------|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
| | | | | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
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(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

| Description of imported content | Unit of measure | Local supplier | Overseas Supplier | Calculation of imported content | | | | | | Summary | |
|---------------------------------|-----------------|----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|-------------------|----------------------|
| | | | | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Quantity imported | Total imported value |
| (D33) | (D34) | (D35) | (D36) | (D37) | (D38) | (D39) | (D40) | (D41) | (D42) | (D43) | (D44) |
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(D45) Total imported value by 3rd party

D. Other foreign currency payments

| Type of payment | Local supplier making the payment | Overseas beneficiary | Calculation of foreign currency payments | | Summary of payments |
|-----------------|-----------------------------------|----------------------|--|-------------------------|---------------------|
| | | | Foreign currency value paid | Tender Rate of Exchange | |
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
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(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|--|
| (E1) | Tender No. | <input style="width: 95%;" type="text"/> |
| (E2) | Tender description: | <input style="width: 95%;" type="text"/> |
| (E3) | Designated products: | <input style="width: 95%;" type="text"/> |
| (E4) | Tender Authority: | <input style="width: 95%;" type="text"/> |
| (E5) | Tendering Entity name: | <input style="width: 95%;" type="text"/> |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|--|--------------------------------|-----------------|--|
| | (E6) | (E7) | (E8) |
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| (E9) Total local products (Goods, Services and Works) | | | <input style="width: 95%;" type="text"/> |

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|--|
| (E1) | Tender No. | |
| (E2) | Tender description: | |
| (E3) | Designated products: | |
| (E4) | Tender Authority: | |
| (E5) | Tendering Entity name: | |

Note: VAT to be excluded from all calculations

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

| | | | |
|----------------------------------|---|--|--|
| (E10) | Manpower costs | (Tenderer's manpower cost) | |
| (E11) | Factory overheads | (Rental, depreciation & amortisation, utility costs, consumables etc.) | |
| (E12) | Administration overheads and mark-up | (Marketing, insurance, financing, interest etc.) | |
| (E13) Total local content | | | |

This total must correspond with Annex C - C24

Signature of tenderer from Annex B _____

Date: _____

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|--------------------|
| Name of Bidder..... | Bid |
| number..... | |
| Closing Time | Closing Date |

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY (INCLUDING VAT) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

- Required by:

- At:

- Brand and model

- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - \frac{V}{V}) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--|
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |
| | | | | ZAR= | | |

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|--|---|---|---|
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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 |
|-----------|-----------------|-----------------------|
| | | |
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.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

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

Where

- x imported content
- y bid price excluding value added tax (VAT)

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

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| PROTECTIVE CLOTHING | 100% |
| | |
| | |

4. Does any portion of the services, works or goods offered have any imported content? YES / NO
- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

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

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No. 49 of 2024

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity): Makhado local municipality

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$$

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:

$$80/20 \quad \text{or} \quad 90/10$$

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or}$$

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of 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.

(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 (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| 100% Black ownership (attach CSD detail report) | N/A | 10 | N/A | |
| Woman Ownership (attach CSD detail report or Certified copy of Smart ID Card) | N/A | 05 | N/A | |

| | | | | |
|--|-----|----|-----|--|
| Disability (Attach Disability letter from a Doctor) | N/A | 05 | N/A | |
| | | | | |

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:

.....

.....

.....

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 **MAKHADO MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **49 OF 2024** 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 in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the 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 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 - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KENT MBAVHALELO NEMANAME** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/3/2/2055** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (VAT INCL) | BRAND | DELIVERY PERIOD | POINTS CLAIMED FOR HDI'S | POINTS CLAIMED FOR RDP GOALS |
|----------|------------------|--|-----------------|--------------------------|------------------------------|
| | | PROTECTIVE UNIFORM FOR MAKHADO LOCAL MUNICIPALITY EMPLOYEE FOR THE PERIOD OF THREE YEARS | | | |

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

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

Js9141w 4



HEALTH AND SAFETY ACT, 1993 BETWEEN

MAKHADO MUNICIPALITY

(hereinafter referred to as the EMPLOYER)

AND

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

herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated

..... Attached hereto as Annexure A. of the said
..... (hereinafter referred to as the
CONTRACTOR)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in
respect of

.....
.....

Contract number

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter
referred to as the ACT), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties has agreed to enter into an agreement in terms of section 37(2) of the ACT. NOW
THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting

himself/herself/itself with such arrangements and procedures.

- 3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
- 4. The CONTRACTOR agrees that any fully authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps if it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- 5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on this the
 day of 20

AS WITNESSES:

- 1.
- 2.

SIGNATURE
 NAME AND SURNAME:
 CAPACITY:

Thus signed at for and on behalf of the CONTRACTOR on this the..... Day of
 20....

AS WITNESSES:

- 1.

2.

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

Ej/Art_Agreement

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

4.4.A.1 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) 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 in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.