



NTABANKULU LOCAL MUNICIPALITY
BID DOCUMENT

BID NO: NLM/CS/PPC/2025/2026

BID DESCRIPTION: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS.

CLOSING DATE AND TIME: 12H00, 11 MAY 2026

ISSUED BY: NTABANKULU LOCAL MUNICIPALITY
NO 85 MAIN STREET
NTABANKULU
5130 **TEL : (039) 258 0056**

Further technical enquiries should be directed to: Mr. M Kohli at 063 756 7382 or kohlim@ntabankulu.go.za and procurement or SCM enquiries should be directed to Mr. N.Dinwayo or dinwayon@ntabankulu.gov.za / Cell no. [082788 9641](tel:0827889641)during office hours i.e. 08h00 and 16h30

NAME OF BIDDER:

BID AMOUNT (IF APPLICABLE):

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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

Prohibitions on awards to persons in the service of the state is applicable (as defined in section 44 of the Local Government: Municipal Finance Management Act, 2003; Municipal Supply Chain Management Regulations)

SERVICE PROVIDER CONTACT AND BUSINESS DETAILS:

THE FOLLOWING PARTICULARS MUST BE FURNISHED. A FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED. THE PARTICULARS FURNISHED BELOW WILL BE USED FOR COMMUNICATION WITHOUT FURTHER CONFIRMATION OF THE CORRECTNESS.	
NAME OF BIDDER	
POSTAL ADDRESS	
PHYSICAL/STREET ADDRESS	
CONTACT PERSON in full (professional status)	
TELEPHONE NUMBER	CODE: NO.
CELLPHONE NUMBER	
FAX NUMBER	CODE: NO.
EMAIL ADDRESS	
CSD NUMBER	
VAT REGISTRATION NO.	

DETAILS OF BIDDING ENTITY'S BANK ACCOUNT (COMPULSORY)

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Bidder: _____

Date: ____/____/20____

IT IS COMPULSORY TO COMPLETE THE MANDATORY INFORMATION REQUIRED BELOW:

1. AS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)	YES	NO
2. HAS B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)	YES	NO

2.1 IF YES, WHO ISSUED THE CERTIFICATE? (TICK ONE OF THE OPTIONS BELOW)

- 2.1.1 AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
- 2.1.2 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR
- 2.1.3 A REGISTERED AUDITOR

3. DID YOU ATTEND THE COMPULSORY BRIEFING SESSION OR SITE MEETING,
IF APPLICABLE

YES	NO
-----	----

4. HAS AN AUTHORISED SIGNATORY BEEN APPOINTED (if so, attach letter)

YES	NO
-----	----

5. HAVE YOU COMPLETED THE SUPPLIER DATABASE FORM

YES	NO
-----	----

SIGNATURE OF BIDDER _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED _____

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NO.	DESCRIPTION	FORM NUMBER
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TENDER NOTICE AND INVITATION TO TENDER

BID NO: NLM/CS/PPC/2025/2026

PROPOSALS ARE HEREBY INVITED BY NTABANKULU LOCAL MUNICIPALITY FROM SERVICE PROVIDERS TO SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 24 MONTHS.

A detailed specification will be available in the Bid document. A compulsory briefing session will strictly be 30 minutes. Punctuality will be adhered to. The briefing session will be conducted at Ntabankulu Local Municipality Town Hall, within the municipal premises. A representative can only sign for one company.

NB: DR08019 Phuthi to Ntabankulu is under construction and bidder should anticipate delays.

Bid documents may be obtained from the Ntabankulu Local Municipality **Website after the compulsory briefing.**

A compulsory briefing meeting/session has been scheduled for 21st of April 2026 at 10H00, at Ntabankulu Local Municipality Town Hall.

Bids are to be completed in accordance with the conditions attached to the Bid document and must be sealed and endorsed with the relevant bid number and must be deposited in the official bid box clearly marked **“SUPPLY AND DELIVERY OF**

PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR (24) MONTHS BID NO: NLM/CS/PPC/2025/2026

in the main entrance of the Ntabankulu Municipality at ERF 85, Main Street, Ntabankulu, 5130 not later than **12h00 on 11th of May 2026**, at which time bids will be opened in

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

public. Bids shall be valid for a period of 90 days after the closing date of the submission of bids. Under no circumstances will late tenders be accepted.

Bidders must submit the following mandatory documents with their bid document:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1, 8 & 9 (Signed after the date of the Advert)
- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for the company and director of the company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based.
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. Central Supplier Database report must be submitted.

NB. Tender documents must be filled/completed in its original format; no copies will be accepted.

Failure to submit the mandatory documents will deem the tender non-responsive and it will not be evaluated further.

STAGE 1:

Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionality assessment of 70 points will be considered nonresponsive and will not be evaluated further:

FUNCTIONALITY CRITERIA	SUB-CRITERIA	MAXIMUM POINTS
Traceable References	<p><u>Relevant entity experience</u></p> <p>Provide signed appointment letters with traceable references on letter head of companies that received services for similar projects undertaken and must have contact details.</p> <ul style="list-style-type: none"> • Three appointment letters with traceable references = 25 points • Two appointment letters with traceable references = 20 points • One appointment letter with traceable reference = 10 points • No appointment letter = 0 points 	25 Points
Methodology for Delivery	<p>Methodology for delivery -</p> <p>- Indicate your capability to deliver correct goods to Ntabankulu Local Municipality (Quality Assurance) (confirmation letter from supplier/manufacturer attaching the South African Bureau Standards certificate of approval/quality of the goods to be supplied) (25)</p> <p>- How will goods be delivered to Ntabankulu local Municipality sites (Delivery vehicle and equipment) (15)</p> <p>-Communication management</p> <p>-Indicate how your company will communicate with the Municipality from order date to delivery date- clear contact details of the company, consultant/person responsible for this project (telephone, e-mail address, fax (optional), address of the company (physical and postal address) (15)</p>	55 Points
	Detailed Turnaround Plan (indicate days from order to delivery) (20)	20 Points
	TOTAL POINTS	100 POINTS

It is the responsibility of the bidder to ensure that they provide all the authentic supporting documents required to be considered for this bid.

Bidders are required to score a minimum of 70% on the evaluation criteria

STAGE 2:

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

Price and Specific Goals

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by $\geq 50\%$ black people	4	
Business owned by $0\% \leq$ and $< 50\%$ black people	1	
Business owned by $\geq 50\%$ women	3	
Business owned by $0\% \leq$ and $< 50\%$ women	1	
Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)	5	
Business owned by $0\% \leq$ and $< 50\%$ Youth (age > 35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

The provisions of the Preferential Procurement Regulations 2022 will apply.

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, telegraphic, facsimile, incomplete or unsigned tenders will not be considered.

The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions

Further technical enquiries should be directed to: Mr. M Kohli at

kohlim@ntabankulu.gov.za / cell no **063 756 7382** and procurement or SCM enquiries should be directed to Mr.N.Dinwayo at **dinwayon@ntabankulu.gov.za** / Cell no.

082 788 9641 during office hours i.e. 08h00 and 16h30

Issued by: I.Skhulu-Nqwena- Municipal Manager

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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 NUMBER	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY

**** (ALL APPLICABLE TAXES INCLUDED)**

- Required by:

- At:

.....

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

(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

CERTIFICATION

I, (NAME) _____ THE
UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AS WELL AS THE APPLICABLE PROVISIONS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE MUNICIPALITY.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to less than R1 000 000 (all applicable taxes included) and, therefore, the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a)** Price; and
- (b)** Specific goals.

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

POINTS		
1.3.1.1	PRICE	80
1.3.1.2	SPECIFIC GOALS	<u>20</u>
Total points for Price and Specific must not exceed		100

1.4 The purchaser, being the Municipality of Ntabankulu or any agency, body or the like established by it, reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

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

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

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6** “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7** “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8** “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9** “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10** “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11** “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12** “**non-firm prices**” means all prices other than “firm” prices;
- 2.13** “**person**” includes a juristic person;
- 2.14** “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15** “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 2.16** “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17** “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18** “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1** The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3** Points scored must be rounded off to the nearest 2 decimal places.
- 3.4** In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for Specific Goals.
- 3.5** However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for Specific Goals, the successful bid will be the one scoring the highest score for functionality.
- 3.6** Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for Specific Goals

5.1 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)
Business owned by ≥ 50% black people		4		
Business owned by 0% ≤ and < 50% black people OR		1		
Business owned by ≥ 50% women		3		

Business owned by 0% ≤ and < 50% women OR		1		
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)		5		
Business owned by 0% ≤ and < 50% Youth (age >35 years on the closing date) OR		3		
Business owned by People with Disability / Military veteran		2		
Small Enterprise (SMME Category – QSE/EME)		2		
Promoting Locality - Business located within Ntabankulu		4		
Promoting Locality - Business located in Alfred Nzo District OR		3		
Promoting Locality - Business located in Eastern Cape OR		2		
Promoting Locality - Business located in South Africa		1		

6. SUB-CONTRACTING

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

6.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? _____ . (iii)

the Specific goals points of the sub-contractor? _____ . (iv)

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm : _____

7.2 VAT registration number : _____

7.3 Company registration number _____

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

(TICK APPLICABLE BOX)

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Other service providers, e.g. transporter, etc.

(TICK APPLICABLE BOX)

7.7 TOTAL NUMBER OF YEARS THE COMPANY HAS BEEN IN BUSINESS? _____

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

- (i)** The information furnished is true and correct;
- (ii)** The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

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

- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser, being the NTABANKULU LOCAL MUNICIPALITY, may, in addition to any other remedy it may have -
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1. _____

2. _____

SIGNATURE(S) OF BIDDER

DATE: ____/____/20____

ADDRESS: _____

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to NTABANKULU MUNICIPALITY in accordance with the requirements and specifications stipulated in bid number **BID NO: NLM/CS/PPC/2025/2026**

1. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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.
---	---

PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as..... accept your bid under reference number **BID NO: NLM/CS/PPC/2025/2026**

1. at 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.

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

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

I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **BID NO: NLM/CS/PPC/2025/2026**

7. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. 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.

- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity
as..... accept your bid under reference number

BID NO: NLM/CS/PPC/2025/2026

dated.....for the rendering of services indicated

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

- 5. An official order indicating service delivery instructions is forthcoming.
- 6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

SUPPLY AND DELIVERY

PERIOD OF

WITNESSES	
1

2

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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 DEECLARATION FORM TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for

purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

MBD 9

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

NTABAKULU LOCAL MUNICIPALITY

GENERAL CONTRACT CONDITIONS

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to municipal bids, contracts and orders;
- (ii) To ensure that prospective tenderers or bidders are familiar with the rights and obligations of all parties involved in doing business with the municipality;
- (iii) To set out the conditions applicable to all tenders or bids submitted to the municipality in response to an invitation to submit a tender, bid or quotation, as may be applicable:

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

- Any specification issued by the municipality for the supply of goods or services is subject to the relevant terms and conditions contained herein.
- These General Conditions of Contract will form part of all bid documents.
- Special Conditions of Contract (SCC) relevant to a specific bid, will 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.

A. CONDITIONS APPLYING TO ALL SPECIFICATIONS

All specifications for goods and services to be procured by the municipality shall, except where otherwise stated in any specific specification, be subject to the following requirements and conditions:

1. Functionality

Where functionality is utilized as an evaluation criterion, no tender will be regarded as an acceptable tender if it fails to achieve the minimum stipulated qualifying score for

functionality and only tenders that have achieved this score will be evaluated further in terms of the preference point systems referred to below.

2. 80/20 Preference Point System

2.1 The under-mentioned preference points evaluation system for the acquisition of services, works or goods up to a Rand value of R1 000 000 (all applicable taxes included) will be applied with regard to the evaluation of tenders falling within this threshold amount:

(i) the following formula will be used to calculate the points for price in respect of tenders (including price quotations) with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 000 000 (all applicable taxes included):

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

Where P_s = Points scored for comparative price of tender or offer under consideration;
 P_t = Comparative price of tender or offer under consideration; and
 P_{min} = Comparative price of lowest acceptable tender or offer.

In the event of all tenders received exceeding the estimated Rand value of R1 000 000, the tender invitation will be cancelled, provided that, if one or more of the acceptable tenders received are within the aforesaid threshold of R1 000 000, all tenders received will be evaluated in accordance with this preference point system

(ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the Specific goals points of contributor in accordance with the following table:

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)

Business owned by $\geq 50\%$ black people		4		
Business owned by $0\% \leq$ and $< 50\%$ black people OR		1		
Business owned by $\geq 50\%$ women		3		
Business owned by $0\% \leq$ and $< 50\%$ women OR		1		
Business owned by $\geq 50\%$ Youth (age ≤ 35 years on the closing date)		5		
Business owned by $0\% \leq$ and $< 50\%$ Youth (age > 35 years on the closing date) OR		3		
Business owned by People with Disability / Military veteran		2		
Small Enterprise (SMME Category – QSE/EME)		2		
Promoting Locality - Business located within Ntabankulu		4		
Promoting Locality - Business located in Alfred Nzo District OR		3		
Promoting Locality - Business located in Eastern Cape OR		2		
Promoting Locality - Business located in South Africa		1		

3. 90/10 Preference Point System

3.1 The under-mentioned preference points evaluation system for the acquisition of services, works or goods with a Rand value above R1 000 000 (all applicable taxes included) will be applied with regard to the evaluation of tenders above this threshold amount:

- (i) the following formula will be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where Ps = Points scored for comparative price of tender or offer under consideration;
 Pt = Comparative price of tender or offer under consideration; and
 Pmin = Comparative price of lowest acceptable tender or offer.

- (ii) subject to subparagraph (iii), points must be awarded to a tenderer for attaining the Specific goals points of contributor in accordance with the following table:

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)
Business owned by ≥ 50% black people		4		
Business owned by 0% ≤ and < 50% black people OR		1		
Business owned by ≥ 50% women		3		
Business owned by 0% ≤ and < 50% women OR		1		
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)		5		

Business owned by 0% ≤ and < 50% Youth (age >35 years on the closing date) OR		3		
Business owned by People with Disability / Military veteran		2		
Small Enterprise (SMME Category – QSE/EME		2		
Promoting Locality - Business located within Ntabankulu		4		
Promoting Locality - Business located in Alfred Nzo District OR		3		
Promoting Locality - Business located in Eastern Cape OR		2		
Promoting Locality - Business located in South Africa		1		

- (iii) a maximum of points may be allocated under subparagraph (ii);
- (iv) the points scored by a tenderer in respect of the points of specific goals contemplated in subparagraph (ii) must be added to the points scored for price as calculated in accordance with subparagraph (i).

3.2 In the event of all tenders received being equal to, or below R1 000 000, the invitation to tender will be withdrawn and all tenders received shall be regarded as having been cancelled provided that, if one or more of the acceptable tenders received are above the prescribed threshold of R 1 000 000, all tenders received will be evaluated in accordance with this preference point system.

3.3 The Specific goals points attained by a tenderer must be used to determine the number of points contemplated in subparagraph 3.1 (ii) above.

4. Local Production

4.1 Where, in the case of tenders in designated sectors, local production and content is of critical importance, it shall be a specific condition of tender 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.

4.2 The exchange rate to be used for the calculation of local content or local production referred to in subparagraph 1 will be the exchange rate published by the South African Reserve Bank at 12:00 on the date, one week (7 calendar days) prior to the closing date of the invited bid;

4.3 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content in accordance with the following formula:

$$= 1 - \frac{LC \quad X}{y} \times 100$$

Where

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

and the prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid;

7. Specific goals

7.1 Where a bidder is required to attain a specified specific goal or goals other than contracting with historically disadvantaged persons and implementing Reconstruction and Development Programmes in order to qualify for the award of a contract, such bidder must provide the required information to enable the bid evaluation committee to determine whether or not such specific goal or goals will be attained by the bidder concerned in the event of him/her or it being awarded the relevant contract.

8. Miscellaneous conditions

8.1 Only tenderers who have completed and signed the declaration part of any tender documentation will be considered when tenders are evaluated.

- 8.2** When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account.
- 8.3** A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is effected.
- 8.3** Bid evaluation points scored will be rounded off to the nearest 2 decimal places.
- 8.4** Equal point scoring:
- (i)** In the event that two or more tenders score equal total points, the successful tender will be the one scoring the highest number of preference points for Specific goals;
 - (ii)** However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for Specific goals, the successful tender will be the one scoring the highest score for functionality;
 - (iii)** Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots in accordance with the applicable regulations of the municipality.

9. Cancelling a tender

- 9.1** The accounting officer may, prior to the award of a tender, by notice in the media in which the original tender was advertised, cancel such tender if, due to changed circumstances, there is no longer a need for the services, works or goods requested or if funds are no longer available to cover the total envisaged expenditure or if no acceptable tenders are received.

10. Declarations

A tenderer must -

- (a)** declare that the information provided in a tender document is true and correct;
- (b)** declare that the signatory to a tender document is duly authorized; and
- (c)** undertake to submit documentary proof regarding any tendering issue when required to the satisfaction of the municipality.

11. Remedies

11.1 A tenderer who submits a tender acknowledges thereby that:

- (a)** The municipality will, upon detecting that the B-BBEE status level of contribution has been claimed or obtained by a tenderer on a fraudulent basis or any of the conditions of a contract awarded to such tenderer or contractor have not been fulfilled, act against such tenderer or person awarded the ensuing contract.
- (b)** The municipality may, in addition to any other remedy it may have against the person contemplated in subparagraph (a)-
 - (i)** disqualify the person concerned from participating in any future tender process with the municipality;
 - (ii)** recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii)** cancel the relevant contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (c)** The municipality may restrict a tenderer or contractor, its shareholders and directors, or only the shareholders and directors, as the case may be, who acted on a fraudulent basis in connection with a tender, from obtaining business from the municipality for a period not exceeding 10 years, provided that, before exercising this right, the municipality shall give the persons or parties concerned an opportunity to make representations and be heard in defence of such contemplated action; and
- (d)** The municipality may refer any fraudulent action on the part of a tenderer or contractor or any party aforesaid to the South African Police Services with a view to criminal prosecution.
- (e)** Where a tenderer or contractor is restricted in terms of subparagraph (c), the accounting officer will forward the relevant details to National Treasury for inclusion in the Central Database of Restricted Suppliers.
- (f)** The municipality will check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
- (g)** The municipality will reject any bid from a bidder -

- (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or
- (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) The municipality will reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, committed a corrupt or fraudulent act in competing for the particular contract;
- (f) The municipality will cancel a contract awarded to a person if -
 - (i) such person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) The municipality will reject the bid of any bidder if that bidder or any of its directors -
 - (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (ii) has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
 - (iii) has 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); and
 - (iv) who, in terms of any applicable law, is required to be possession of a current licence, registration certificate or authority to submit a bid in response to a bid invitation by the municipality.
- (h) The municipality will reject a bid from any bidder who failed to attend a compulsory site meeting or briefing session relative to a particular invitation to bid.

B. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 1. Definitions
- 2. Application

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

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

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 (form of Offer and Acceptance) 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. It is the amount stipulated in the form of offer by the bidder.
 - 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 consignee’s 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 markets 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 Ntabankulu Local Municipality or any other agency or body on whose behalf it has been authorized to procure goods and services and includes the accounting officer of this municipality or his nominee.
- 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** **“State”** includes the municipality;

1.26 “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.

3.2 With certain exceptions, invitations to bid are only published in the local press or accessed electronically or in hard copy form from the municipality upon payment of any prescribed fee.

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 and also 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 insofar 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 municipality or an organization acting on behalf of the municipality.
- 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 acceptable 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the

purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3** 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 will, at the discretion of the Accounting Officer, 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 municipality 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.



**NTABANKULU LOCAL MUNICIPALITY
SUPPLY AND DELIVERY PROTECTIVE CLOTHING**

Prepared by:

Approved by:

**S.N. NTLAHLA
DIRECTOR CORPORATE SERVICES**

**IVY SIKHULU NQWENA
MUNICIPAL MANAGER**

1 BACKGROUND

Ntabankulu Local Municipality hereby invites prospective bidders for a supply and delivery of protective clothing to the municipality.

The municipality has employees working in different locations and under conditions that require them to be equipped with necessary safety wear. These safety wear items are regularly provided at the beginning of each financial year. This initiative by the municipality seeks to acquire protective clothing in a competitive, fair, equitable, transparent, and cost-effective manner.

The contract will be for a twenty four (24) months period with a successful bidder from the date of appointment and shall be reviewed on a monthly basis.

2 SCOPE OF WORK

The scope of works involves supplying and delivering of protective clothing/safety wear for the Ntabankulu Local Municipality workers over a period of twenty four (24) months. The items are as per attached pricing schedule.

3 SPECIAL CONDITIONS OF A CONTRACT

1. Orders for the protective clothing shall be issued as and when required for a period of twenty four (24) months.
2. The bidder shall clearly state the name of the manufacturer, product specification, and associated guarantee for each item

3. All goods offered must comply with the South African Bureau Standards (SABS) requirements and/ or Occupational Health and Safety Act 85 of 1993 as amended.
4. Quantities of items to be ordered will vary from time to time during the contract period.
5. Council reserves the right to exchange sizes of delivered items should the requested size not be suitable for the individual/s as requested, at no additional cost to the Council.
6. Council reserves the right to reject a tender should the certificate confirming that the items offered do not comply strictly with the Council's specifications or stating any deviations from those specifications.
7. Samples of goods:
 - a. The appointed service provider must provide samples of protective clothing to the office of Ntabankulu Local Municipality for inspection/testing at the cost the service provider.
 - b) The potential service providers should ensure that samples are properly packed to avoid any material loss or damage during transportation. Please be advised that the Council shall not accept any loose samples.
 - c) Samples submitted must be labeled and the label shall have the following details: enterprise name, address and contact details
 - d) Material samples shall be described in terms of cotton, polyester, other relevant material inputs, and be delivered immediately after the bidder is appointed.
 - e) The manufacturer's test certificate must be attached to the samples.

4 BID EVALUATION CRITERIA

Bids will be evaluated as follows:

4.1 Compliance Criteria

Service providers are requested to attach the following mandatory documents for their bids on the pages indicated in the bid document:

- Valid SARS Tax compliance pin
- MBD 3.1, 4, 6.1,8 & 9 (Signed after the date of the Advert)

- Proof of company registration
- Original Certified ID copies for the entity owner/s

NB. All certification must not be more than 3 months old and must be in its original format.

- Proof of municipal rates clearance for company and Director of company or a signed lease agreement by both parties and confirmation that there is no billing where the entity is based
- All prospective service providers are required to apply on Central Supplier Database in order to do business with all organs of the State in the Republic of South Africa at <https://secured.csd.gov.za>. Non-registration will be regarded as non-responsive and be disqualified from the bid. Central Supplier Database report must be submitted.

NB. Tender documents must be filled/completed in its original format; no copies will be accepted.

4.2 Functionality Criteria

STAGE 1

The evaluation of functionality shall be carried out as per the criteria set in the table below:

FUNCTIONALITY CRITERIA	SUB-CRITERIA	MAXIMUM POINTS
Traceable References	<p><u>Relevant entity experience</u></p> <p>Provide signed appointment letters with traceable references on letter head of companies that received services for similar projects undertaken and must have contact details.</p> <ul style="list-style-type: none"> • Three appointment letters with traceable references = 25 points • Two appointment letters with traceable references = 20 points • One appointment letter with traceable reference = 10 points • No appointment letter = 0 points 	25 Points
	Methodology for delivery -	

Methodology for Delivery	<ul style="list-style-type: none"> - Indicate your capability to deliver correct goods to Ntabankulu Local Municipality (Quality Assurance) (confirmation letter from supplier/manufacturer attaching the South African Bureau Standards certificate of approval/quality of the goods to be supplied) (25) - How will goods be delivered to Ntabankulu local Municipality sites (Delivery vehicle and equipment) (15) -Communication management -Indicate how your company will communicate with the Municipality from order date to delivery date- clear contact details of the company, consultant/person responsible for this project (telephone, e-mail address, fax (optional), address of the company (physical and postal address) (15) 	55 Points
	Detailed Turnaround Plan (indicate days from order to delivery) (20)	20 Points
	TOTAL POINTS	100 POINTS

NB: A Bidder scoring below seventy (70) points on functionality will not be further evaluated.

It is the Bidders' responsibility to ensure that they provide all the authentic supporting documents required in order to be considered for this bid.

STAGE 2:

PRICE AND SPECIFIC GOALS (80:20)

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by $\geq 50\%$ black people	4	
Business owned by $0\% \leq$ and $< 50\%$ black people	1	
Business owned by $\geq 50\%$ women	3	

Business owned by 0% ≤ and < 50% women	1	
Business owned by ≥ 50% Youth (age ≤ 35 years on the closing date)	5	
Business owned by 0% ≤ and < 50% Youth (age >35 years on the closing date)	3	
Business owned by People with Disability / Military veteran	2	
Small Enterprise (SMME Category – QSE/EME	2	
Promoting Locality - Business located within Ntabankulu	4	
Promoting Locality - Business located in Alfred Nzo District	3	
Promoting Locality - Business located in Eastern Cape	2	
Promoting Locality - Business located in South Africa	1	

NTABANKULU LOCAL MUNICIPALITY reserves the right not to accept the lowest tender or any tender. Late, incomplete, telegraphic, or facsimile tenders will not be considered. The Council is not bound to accept the lowest or any proposal and reserves the right to accept the whole or part of the proposal or any tender or to furnish reasons for its decisions.

SPECIFICATIONS

GOODS' QUALITY SPECIFICATION

ITEM	DESCRIPTION	COLOUR
Boots SABS approved	SABS approved boot with steel toe cap.	Black
Overalls (2 pc) with Municipal logo SABS approved Acid resistant & flame-retardant	Work jacket: Construct reflective SABS approved fabric <ul style="list-style-type: none"> All style features and fabric construction are to be SABS specification Chemical finish to resist heat and sparks and repel acid splashes, oil and water 50mm JW REFLECT 0905 flame retardant reflective 	Navy

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF TWENTY-FOUR MONTHS

	<p>tape on arms for increased visibility</p> <ul style="list-style-type: none"> • Zip guard to prevent heat transfer from brass zip • Elasticised sleeve cuffs • Triple needle stitching on all seams for extra strength • Side slits for ease of movement • Bar tacks on all stress point <p>Trouser: Constructed from SABS approved fabric</p> <ul style="list-style-type: none"> • All style features and fabric construction are to SABS specification • Chemical finish to resist heat and sparks and repel acid splashes, oil and water • 50mm JW REFLECT 0905 flame retardant reflective tape on legs for increased visibility • Half elasticised waistband for comfort • Triple needle stitching on all seams for extra strength • Ruler pocket • Bar tacks on stress points • Workwear 	
Overalls (2 pc) with Municipal logo SABS approved	65/35 poly cotton trouser with 2 front pockets and 1 back pocket and work jacket with 1 pocket on the top LHS and 2 waist pockets	Green
Overalls (2 pc) with Municipal logo SABS approved	65/35 poly cotton trouser with 2 front pockets and 1 back pocket and work jacket with 1 pocket on the top LHS and 2 waist pockets	Orange
Overalls (2 pc) with Municipal logo SABS approved	65/35 poly cotton trouser with 2 front pockets and 1 back pocket and work jacket with 1 pocket on the top LHS and 2 waist pockets	Maroon
Jackets with Municipal logo SABS approved	85% polyester and 15% cotton cloth and has a quilted polyester Taffeta lining with 3M Thinsulate wadding with a removable hood that is wadded with 3M Thinsulate	Navy

	and has a polar fleece lining, the collar also features a polar fleece lining. With a zip that fastened with a velcro storm flap and is elasticated to the waist across the back to allow a more snug fit.	
Rain suits SABS approved.	<ul style="list-style-type: none"> - Ultrasonically sealed seams for waterproof protection - Full length zipper with storm flap - Tunnelized elastic wristband - Elastic waistband - Velcro leg closure - Zero PVC - Waterproof fabric - Breathable - Wind Proof and lightweight - packable - Machine Washable 	Navy
Floppy hats with NLM logo	One size fits all	Khaki
Hard hats with NLM logo	One size fits all	White
Reflector Jackets with Zip and NLM logo	<p>Durable traffic style reflective vest.</p> <p>Combination of solid & mesh fabric.</p> <p>Elasticated waist with button.</p> <p>2 tone orange & lime.</p> <p>Can be branded with logo.</p>	Lime
Boots	SABS approved with genuine upper leather	Navy and/or Honey
PVC Leather Gloves	<p>SABS approved PVC gloves Highly resistant to abrasions</p> <p>Interlock lining for flexibility or jersey lining for moderate and insulation and keep hands warm</p>	Red
Earmuffs	SABS approve earmuffs	

PVC household gloves	SABS approved household gloves	Yellow
Rubber Goggles	SABS approved rubber goggles	
Respiratory Masks with valves	SABS approved respiratory masks with valves	White

GOODS' QUANTITY SPECIFICATION

PROTECTIVE CLOTHING FOR NLM EMPLOYEES 2025/2026

ITEM	SIZE	QUANTITY	COLOUR
SABS approved boots	3 x 1 4 x 1 5 x 1 6 x 1 7 x 1 8 x 1 9 x 1 10 x 1	1	Black
SABS approved Acid resistant & flame-retardant Overalls (2pc) with NLM logo	28 x 1 30 x 1 32 x 1 34 x 1 36 x 1 38 x 1 40 x 1 42 x 1 44 x 1 46 x 1	1	Navy
Overalls (2pc) with NLM logo	32 x 1 36 x 1 38 x 1	1	Orange

Overalls (2pc) with NLM logo	32 x 1 36 x 1 38 x 1	1	Green
Overalls (2 pc) with NLM logo	Size 36 x 1 Size 34 x 1 Size 32 x 1	1	Maroon
Jackets with NLM logo	S x 1 M x 1 L x 1 XL x 1 XXL x 1 XXXL x 1	1	Navy
Rain suits	S x 1 M x 1 L x 1 XLx 1 XXLx 1	1	Navy
Floopy hats with NLM logo	One size fits all X1	1	Khaki
Hard hats with NLM logo	One size fits all X1	1	White
Reflector Jackets with zip and NLM logo	S x 1 Mx 1 Lx 1 XL x 1	1	Lime
Upper leather Boots	Size 5 x 1 Size 8 x 1 Size 9 x 1 Size 10 x 1	1	Navy/Honey
PVC leather gloves	X1	1	Red
Earmuffs	X1	1	
PVC household	X1	1	Yellow

gloves			
Rubber Goggles	X1	1	Clear
Respiratory Masks with valves	X1	1	White