

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. N. Damon Tel: 027– 482 8000 E-mail: noland@cederbergraad.co.za

Dear Sir / Madam

REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS

Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.

Over R30 000.00 up to a transaction value of R300 000.00 (VAT included).

Kindly furnish me with a written quotation for the services/items indicated above.

The quotation must be clearly marked with reference number: **Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.**

The quotation must be deposited in the bid box at the Municipal Offices, 2A Voortrekker Street, Clanwilliam, no later than **17 September 2024 @ 12:00**. The bid box is open 24 hours a day, 7 days a week.

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

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

The following conditions will apply:

- Price(s) quoted must be valid for at least sixty (60) days from date of your offer.
- Price(s) quoted must be firm and inclusive of VAT
- Quotation(s) with a value over R30 000.00 (Tax Clearance Certificate or Sufficient Evidence that Tax matters are raised with SARS must be attached).
- Quotations over a value of R30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for quotations duly completed, and the enclosed Declaration of Interest (MBD 4 and 8), and Certificate of independent proposal determination (MBD 9), must be scrutinized, completed and submitted together with your quotation.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accepting the lowest quotation.
- Invoices must be submitted to georgiac@cederbergraad.co.za or michellep@cederbergraad.co.za and will be paid within 30 days of delivering the service.
- Only an Official order and appointment letter will bind the Council.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS.....
TELEPHONE NUMBER CODE.....NUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODE
NUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER

HAS AN VALID TAX COMPLIANCE PIN **YES/NO**

HAS A MUNICIPAL ACCOUNT BEEN ATTACHED **YES/NO**
(IF YES ENCLOSE PROOF / IF NO GIVE REASONS)
IF LEASING/RENTING/LODGING/BOARDING-ATTACHED A COPY OF AGREEMENT

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY *(Tick applicable box)*

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

(ii) A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONALACCREDITATION SYSTEM (SANAS)

(iii) A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES/NO

Disclaimer: I hereby exempt Cederberg Municipality against any claim(s) for damages that may arise in the execution of this formal quotation in accordance with the Occupational Health and Safety (OHS) Act and its associated regulations.

TOTAL PRICE R.....
(VAT inclusive – do not add VAT if you are not VAT registered.)

SIGNATURE OF BIDDER

DATE

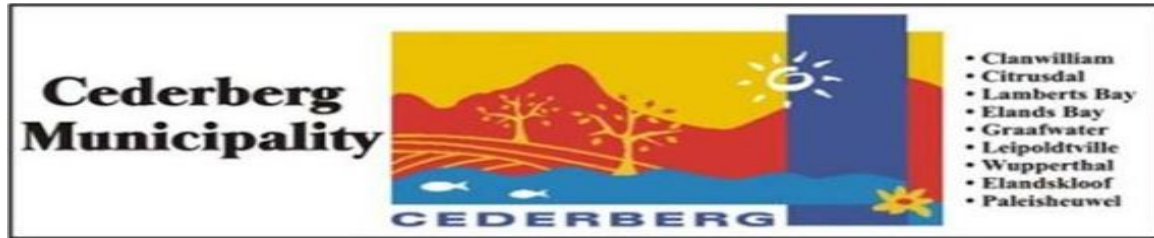
CAPACITY UNDER WHICH THIS BID IS SIGNED

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Technical Queries can be directed to Mr. D. Morgan on 027 482 8000 at Cederberg Municipality.

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REQUEST FOR FORMAL WRITTEN QUOTATIONS

NOTICE NO: 154/2024

Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.

Cederberg Municipality hereby invites formal written price quotations for abovementioned services.

Documents with specifications are obtainable, during office hours, from The Supply Chain Management Unit, Cederberg Municipality, 2A Voortrekker Street, Clanwilliam.

Technical enquiries relating to the quotation documents may be addressed to: Mr. D. Morgan e-mail: dalem@cederbergraad.co.za

The closing time for submission of quotations is **12h00 on Tuesday, 17 September 2024**. Quotations must be sealed in an envelope clearly marked with the quotation number and title given above and placed in the bid box at Cederberg Municipality, 2A Voortrekker Street, Clanwilliam, on or before the mentioned time and latest date. Telephonic, facsimile, e-mail and late quotations will not be accepted. Quotations must remain valid for a period of 60 days after the closing date.

Notwithstanding the period for validity of quotations as set out in the bid documents, quotations shall be deemed to remain valid until formal acceptance by the Cederberg Municipality of an offer at any time after the expiry of the original validity period, unless the Cederberg Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.

Bids will be evaluated according to the 80/20 preference points system. The quotation is subject to the Council Supply Chain Management Policy, Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations 2022.

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

NO QUOTATION WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017).

Mr. G. Matthyse
Municipal Manager
Cederberg Municipality

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa 2

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

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

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

22. Penalties

22.1 Subject to 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 supplier as having no objection and proceed with the restriction.

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

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

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

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

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified 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 SARS must have certified that the tax matters of the preferred bidder are in order.

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

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.

- 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 section 59 of 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.

SPECIFICATIONS

Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.

TRAFFIC AND LAW ENFORCMENT CLOTHING

ITEM 1.1: SHORT-PADDED JACKETS

Colour: Navy Blue
 Sizes: XS – 3XL
 Outer Fabric: 50 / 50 Poly cotton Field Dress
 Lining and filling: 100% Polyester
 Concealed front Spiral Nylon zip to top of collar
 Double outer flap with press stud closure
 Double collar
 Two hand warmer pockets, elasticized waistband and cuffs
 Two breast pockets with inverted pleats and envelop flags with press studs.
 Shoulders straps with press studs for epaulettes
 Law Enforcement Shield embroidered on front on left chest
 Press studs: Spring type covered with non- corrosive layer.
 Material mass: Minimum 240 gram/m²
 Certificate of SANS compatibility report of manufacture

ITEM 1.2: FORMAL TROUSERS

Colour: Traffic Blue
 Sizes: 28 - 48
 Fabric: 55 / 45 Poly / Wool
 Plain waistband with rubberised insert and 70mm belt loops.
 Zip fly, French bearer and button
 Metal zip with corrosion plated metal
 Two slanted side pockets
 One jetted hip pocket with button and fob pocket
 Minimum 20mm inlay at the side of each back seam.
 Chain stitching on seat and side seams
 Bottom hem: minimum 33mm
 All stress points bar tacked and safety stitched
 Material mass: Minimum 260 gram/m²
 Certificate of SANS compatibility report of manufacture

ITEM 1.3: JERSEYS AND PULL OVERS

Colour: Traffic Blue
 Long sleeve and pull over without sleeve
 Sizes: XS – 3XL
 Fabric: 100% Acrylic
 Military Style: V- Neck, ribbed
 Double welt end cuff
 Ribbed cuffs on long sleeves
 Elbows padded on long sleeves
 Shoulder straps for epaulettes
 Bottom rib: minimum 60mm wide
 Law Enforcement Shield embroidered on front on left chest

ITEM 1.4: COMPAT CAPS

Colour: Traffic Blue
 Sizes: One size fits all
 Poly Cotton
 Adjustable
 3 eyelets on each side of ventilation
 Fully washable
 Nylon insert in forehead of cap
 Cotton lining on inside of cap
 Law Enforcement Badge on front of cap with Municipal Logo in the centre.
 With gold wreath ranks on request (Law Enforcement Chief and Principle)
 Inspectors (on request)
 All Gold be 2D embossed MOP gold
 Remainder of design to be flat print
 Colour of base material: Navy Blue

ITEM 1.5: FORMAL CAPS (MEN AND LADIES)

Colour: Traffic Blue
 Sizes: 55 - 60
 Cap with black shiny peak
 High crown with velvet comfort strip
 Black Band with leather adjustable chin strap with golden buttons
 Fabric: Poly / Wool
 Eyelets on each side of ventilation
 2 and 3 rows of gold wreath (Leafs) ranks wire royal band with built in royal blue band
 Metal Law Enforcement Badge on front of cap with Municipal Logo.

ITEM 1.6: COMBAT TROUSERS

Colour: Air Force Blue
 Sizes: 28 - 48
 Draw cord hem
 Fabric: 50 / 50 Poly Cotton Field Dress
 2 Button front with metal zip
 Waist band: 75 mm belts loops, minimum 8cm long and 1.5cm wide
 Two straight side pockets, double stitched
 One jetted hip pocket with concealed Velcro closure
 One small RH pocket on the front RH side between zip and side pocket approximately 2cm below waistband with concealed Velcro closure
 Side pocket on left leg, approximately 4cm below bottom opening of side pocket, minimum 18cmX21cm deep. Semi triangular flap end with Velcro closure.
 Chain stitching on seat and side seams
 Double stitched on outside leg seams.
 Stitched seams in front and rear centre of trousers legs.
 All stress points bar tacked and safety stitched
 Certificate of SANS compatibility report of manufacture

ITEM 1.7: HEAVY WEIGHT LONG AND SHORT SHIRTS

Colour: Mazarine Blue
 Long Sleeve: 36 - 48
 Short Sleeve sizes:XS – 3XL
 Fabric: 65 / 35 Poly Cotton
 Material Weight: Minimum 165 gram / m²
 Long sleeve shirt with raised collar
 Short sleeve shirt with glad neck collar
 Two pleated breast pockets with 3 – point flap, double stitched on top.
 Velcro tipped on both sides of pockets flaps, with mock buttons
 Button in the centre of flap
 Pen hole slit on left pocket 2cm in length
 Permanent seam stitching on sleeves and centre of each front panel
 Double seamed darts in back panel
 Shirt length longer than standard Size 42 sample back panel length must be minimum 80cm, measured from the bottom of the collar to the bottom end of the back panel with other sizes in relation thereto.

Shoulder straps for epaulettes, buttoned
Certificate of SANS compatibility report of manufacture

ITEM 1.8: PT SHIRTS (MALE/ FEMALE)

Colour: Navy Blue
Sizes: XS -XXL
Fabric: 100% Cotton
Round neck with ribbed collar.
Short Sleeves

ITEM 1.9: REFLECTIVE VESTS

Colour: Lime Green & Orange
Sizes: XS -XXL
Fabric: 1 Polyester vented mesh
Reflective Law Enforcement ID shield with epoxy coated scrolls and centre, on royal blue base material on left breast
Reflective wording 'Law Enforcement' on the back, minimum 60mm wide and reflective Law Enforcement ID shield with epoxy coated scrolls and centre, on royal base material on front left side.
All Gold be 2D embossed MOP gold
Remainder of design to be flat print
Colour of base material: Navy Blue
Stitched on
Nylon zip in front
3M high visibility silver stripes around the midriff
Two pockets and collar (Orange). With adjustable sleeves

ITEM 1.10: RAIN SUITS

Colour: Navy Blue with Day – Glo yellow shoulders
Sizes: XS -3XL
Fabric: Waterproof and seams sealed (suitable for extreme weather conditions)
Fully lined and light weight thermal insulation
Fleece lined stand collar with Velcro closure
Fleece lined adjustable cuffs
Shoulders straps
Front patch bellows pockets
Double Velcro flap over zip
Day- glo yellow shoulder panel
Two large pockets with gusset and press stud closure
Reflective pipping in seams and forming a "T": on the back of the jacket, lime/silver reflective tape at back
Removable Articulated hood (moves with wearers head)
Luminous 'glow in the dark' badges with wording "Law Enforcement" in silver reflective letters on the back and only Law Enforcement ID shield with epoxy coated scrolls and centre, on royal blue base material on front left side.
All Gold be 2D embossed MOP gold.
Remainder of design to be flat print.
Colour of base material: Navy Blue
Stitched on
Two-tone with lime/silver reflective tape around chest
Trousers
Waterproof (suitable for extreme weather conditions)
Elasticised waistband with draw cord
No inside leg seam allowed
Day-glo/two tone with lime/silver reflective around knees.

ITEM 1.11: SHOULDER FLASHES

Colour: Royal Blue
Medium size shouler flashes
Rubberised shield
Municipal Law Enforcement Logo

ITEM 1.12: SHOULDER EPAULETTES

Colour: Royal Blue
Fabric: 100% polyester Tetrex
EPPS 135mm-hard round inside capping
Royal blue plain
Two Stars with Cederberg Municipal Logo

ITEM 1.13: GEORGETTES (ALL RANKS)

Colour: Royal Blue
Fabric: 100% polyester Tetrex
EPPS 135mm-hard round inside capping
Royal blue plain
Two Stars with Cederberg Municipal Logo

DISASTER MANAGEMENT CLOTHING

Item	Compliant: YES/NO	Description
Formal black trousers		<p>Style: The trousers shall have a plain waistband with 50mm belt loops to accommodate a wide belt. The waistband shall have a non-slip, rubberized insert. The trousers will have a zip fly YKK or equivalent and French bearer on either side of the zip. The two side pockets must slant one jetted hip pocket with button and fob pocket. Top quality woven polyester / cotton pocketing shall be used throughout. The trousers shall have a 30mm inlay at each side of the back seam. Chain stitching used on seat and side seam for extra strength, all stress points shall be bar tacked throughout. All garments with finished bottoms. No pleats will be accepted</p> <p>Scope of Trouser:</p> <ul style="list-style-type: none"> • A plain waistband that fastens with a button and buttonhole to be a continuous length of double folded outer material and interlined with fusible interlining of finished width in the range of 35 mm to 40 mm • 7 x belt loop of 8cm to fit a 50mm belt that are bar-tacked at the top and bottom • All ends shall be securely finished off with bar tacks • Have a fly and fly-catch fitted with a 17cm slide fastener to be double stitched and bar-tacked • Colour: Black • Composition: 55% Trevira / 45 % New Wool • Weave: Plain
Short sleeve with cuff		<ul style="list-style-type: none"> • Two Pleated pockets with three point flaps, • Velcro tipped • Single button epaulets • Gladneck collar • Permanent stitching on sleeve and shirt front • Darts at back • Shirt length is longer than standard • Pen hole slit • Colour: White
Jackets		<ul style="list-style-type: none"> • Warm padded zip front short jacket • Double collar and flap construction • Elasticated waist and cuffs • Two top and side pockets • Colour: Navy Blue
Flash hoods		<ul style="list-style-type: none"> • To comply to NFPA 1971 (2007)
Wildland Fire Fighting Goggles		<ul style="list-style-type: none"> • Polycarbonate Shatter-Resistant Lenses, Color to be Amber. • The Goggle must have a dual venting system on the top and bottom of the frame, allowing air to circulate over the inside surface of the goggle, reducing fogging and providing fresh air for your eyes. • An Anti-Fog coating must ensure that Goggles remain fog-free for clear vision. • Goggles to provide 100% UV protection and has to block out Infrared Radiation to help keep the eyes cool even in the hottest weather.
Rescue gloves (Complying to EN 388:2004, EN 420)		<ul style="list-style-type: none"> • Gloves to be highly flexible, air permeable and resist mechanical risks. • Material Glove back to be Spandex FT 0388 (Adhesion and comfort). • Material of joints protection to be of Amortex (Stiffener with foam filling). • Fingers protection to be of a stiffener made by Kevlar with a foam filling. • Material of fingertips protection to be made of a stiffener made of Diamond PVC. • Material of the glove palm to be made of Tongda

		<p>(sensitive, firm, abrasion resistance).</p> <ul style="list-style-type: none"> • Material of the palm stiffener to be of Kevlar (increased protection of exposed place against mechanical risks). • Elastic wrist band.
Leather Fire Service Belt		<ul style="list-style-type: none"> • 50mm wide, cow hide genuine leather black, brass Fire and Rescue buckle with a hook Gold / Brass Size from 72 cm 145 cm.
Fire Fighting Gloves(Complying to EN 659:2003+ A1:2008)		<ul style="list-style-type: none"> • Palm: Double-Face knit of KEVLAR with Silicon Carbon Coating. • Backhand: Aramid with Heat Absorber positioned to protect knuckles. Reinforcement all over the backhand. Elastic shirring at wrist. • Cuff: Knitted cuff. • Lining: Senso Touch lining system. A technology to guarantee a strong and permanent link between Para-aramid lining, membrane and the outer shell. • Membrane: Membrane: Waterproof, breathable and pathogen resistant membrane. • Care instruction: Must be clearly indicated on Manufactures Label provided with each glove.
Ribbed Socks		<ul style="list-style-type: none"> • Made from expertly knitted cotton rich yarn and treated with ant-bacterial finish to prevent the development of foot fungus and odour.
Rechargeable torches		<ul style="list-style-type: none"> • Propolymer 2AA Tough, super-convenient, extra bright flashlight with a push button tail switch. Its co-moulded grip ensures it'll stay in your hand. • Powered by 2 "AA" alkaline batteries oXenon gas-filled bi-pin bulb, many times brighter than conventional flashlights. • Up to 4,500 Candela (peak beam intensity), 9 lumens (typical) and runs up to 4 continuous hrs. • Dust and water ingress protected to IP57; in accordance with specification EN60529:1992. • O-Ring sealed construction, Impact resistant housing – drop test verified o6.3" o3.6 oz. • Colour: yellow.
Turn out suit(jacket and trouser)		<ul style="list-style-type: none"> • Turnout Suit Certified as to EN 469:2005+A1:2006 (highest performance level Xf2, Xr2, Y2, Z2) and EN 1149-5:2008 • • Material: Jacket and Trousers • Outer Shell: Raftex FR-Meta-Para-Aramidblend. • Moisture barrier: Breathable, pathogen resistant moisture barrier. • Thermal Liner: Lenzing FR/Aramid blend. • FR Anti-wicking barrier • Vertical segmented reflective tape: 50mm and 75mm. Two Tone Lime Silver. Two outer lime and single centre Silver. • The garment must include the following features: • Super lightweight. • Highly breathable. • Excellent vapour transfer ability. • Waterproof and pathogen resistant liner. • Extended back section for increased protection. • Scuff resistant barrier on knees, bottom hems, shoulders and bottom hems • Jacket: • FR Zip and Velcro front closure. • Extension gusset under arms. • One internal pocket, two external bellow pockets with

		<p>flaps and FR Velcro closure.</p> <ul style="list-style-type: none"> • Expandable radio pocket on front flap, radio loops, torch and microphone strap on right breast. • Throat tab with FR Velcro closure. • Pleated back. • Padded shoulders and elbows covered with scuff resistant patches. • Anti-wicking and scuff resistant barrier on bottom hem and sleeve ends. • FR knitted internal cuffs. • Breathable, pathogen resistant moisture barrier. • Vertical segmented reflective tape: 50mm,two Vertical at rear, around arms at area just above the wrist, and 75mm lime silver, horizontal around waist area as per illustration. • Lettering. At Rear of the Jacket in an area visible even when donning a SCBA set. Printed in Reflective Iron on Heat Resistant silver • Embroidery of required Badges where applicable. <p>Trousers:</p> <ul style="list-style-type: none"> • Waist high trousers with raised back and ruched elastic. • Removable, braces with adjustable buckles. • One internal back pocket. • Cargo pockets with flaps and FR Velcro closure on each leg. • Padded, scuff resistant knee area. • Anti-wicking scuff resistant barrier, around the bottom hem of each leg. • Breathable, pathogen resistant moisture barrier. • Vertical segmented reflective tape: 50mm • Vertical and 75mm horizontal around above ankle area lime silver as per illustration. • Size designation shall be in accordance with the requirements of EN ISO 13688. <p>Retro reflective/fluorescent material:</p> <ul style="list-style-type: none"> • Fire fighter's protective clothing shall have retro reflective materials fitted, which give all round visibility. • The minimum requirements for high visibility materials, including fluorescent materials, if used, shall be as specified. Colour requirements of the fluorescent or combined performance material or fluorescent outer fabric shall be in accordance with EN ISO 20471:2013. • The photometric performance shall be measured on the reflective part of the high visibility stripe. • The minimum coefficient of retro reflection for the retro reflective material shall be in accordance with EN ISO 2047 1:2013, 6.1 <p>Colour:</p> <ul style="list-style-type: none"> • Navy blue <p>Standards:</p> <ul style="list-style-type: none"> • Outer shell: EN 469. • Moisture barrier: DIN EN 20811 – EN 31092 - EN ISO 17493 - ASTM F1671 • SOP 12-013. • Thermal liner: EN ISO 14116. • Anti-wicking barrier: EN ISO 15025 – EN ISO 17493 - DIN EN ISO 6330 • EN 530 - DIN EN ISO 3175. • Garment: EN 469 Fully CE certified, and tested. • Certificates of conformance to be supplied • Sample Suit to be supplied. The company who is awarded the formal written price quotation needs to supply sample suits for sizing.
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Fire Fighters Boots		<p>Fire Boots Certified as to EN 15090:2012- Standards HI3 + CI + AN(F2A) + SRC, To be used at wildland fires, structural fires and urban search and rescue scenarios</p> <p>Material: Boots to:</p> <ul style="list-style-type: none"> • Be made of full black grain leather which is both fire and water resistant and have 2 x wide integrated Pull-on-straps in the breathable upper. • Must be so designed to allow for the natural flexion movements of the feet. • Inner lining to be Gore-Tex, four layer membrane which is waterproof and breathable. • Ensure protection from viruses, bacteria and bodily fluids and resistant to various chemicals. • Have comfortable cushioning with soft leather at bootleg, heel, bend and toe cap • Have lacing system with flexible stainless steel rope which is recoiled in a housing • Have extremely fast open and close system for rapid entering and getting out • Have leather guidance hooks/eyelets at the bootleg for the stainless steel rope closing system • Must have a breathing system to allow for fresh air to enter and sweat and moisture to evaporate. • Have reflective, flame resistant elements made of 3M material at the back and side (also sigh table in combination with protective trousers) • Must have a composite Vincap toe cap with external rubber protection • Must have external rubber and internal pads together with shock absorbing foam to protect the ankles from external impacts or compression. • Threads to be double stitching made of Kevlar and hydrofugated. <p>Sole: Sole to be OR have:</p> <ul style="list-style-type: none"> • Inner sole to be 2 layers (polyester and open cell foam) that has great absorption of energy and recovery • Antistatic, fireproof rubber • Nitrile/polyurethane sole with double colour • External rubber for improved safety, slip resistance, flexible as well as comfortable and light. • Sealed of the breathable membrane at the tuck-in through a watertight, antistatic middle sole • Nitril air cushion sole • Additional insulation between middle sole and outer sole • Steel reinforcement at the sole • Self-cleaning sole • Moisture-regulating anatomic removable and washable (30° Celsius) sole inlay • Height: 24cm to 28cm • Weight: 2,3kg +/- 5%
Fire Helmet		<p>Bullard USRX Series</p> <ul style="list-style-type: none"> • Certified to NFPA 1971-2013 and NFPA 1951-2013 standard) • Colour: White and Yellow
		<ul style="list-style-type: none"> • Double density PU/PU sole • Heat resistant up to 95 degrees Celsius • Steel toe cap • Padded bellows tongue for extra comfort • Generous styled upper for increased foot space

Safety Boots without laces		<ul style="list-style-type: none"> • EVA cushioned top sock for additional comfort • Full grain leather upper 24 Kevlar midsole option available • SANS/ISO 20345 • Antistatic
Jumpsuit		<p>Design:</p> <ul style="list-style-type: none"> • FR zip and Velcro closure. • High collar, with FR Velcro closure. • Shoulder back pleat. • Reinforced knees. • Epaulettes with FR Velcro closure. • Slanted side entry pockets. • Cargo pockets on each thigh. • Two breast pockets with flaps and FR Velcro closure. • Tab and FR Velcro closure on legs and sleeves. • Elastic back waist. • 50 mm lime silver reflective tape on biceps and knees. • Lettering: At Rear of the Jacket in an area visible even when donning a SCBA set. Printed in Reflective Iron on Heat Resistant silver • Embroidery of required Badges where applicable <p>The garment must include the following features:</p> <ul style="list-style-type: none"> • Flame-resistant for the life of the garment. • Water washable, including home washing and industrial laundries • Excellent breathability. • High moisture absorbency and dissipation <p>The garment must comply to the following standards:</p> <ul style="list-style-type: none"> • Fabric: - NFPA 70E - ASTM F1506 – NFPA 1977 - NFPA 2112 – • OSHA 1910.269 - EN 340 - EN ISO: 11612 - IEC 61482-1-1 - OEKO TEX STD 100 and ASTM F1959. <p>Embroidery:</p> <ul style="list-style-type: none"> • Fire emblem with Municipality Logo in the central, to be Embroidered on left chest, above left breast pocket. • SA flag on left shoulder, embroidered. Size not less than 10.5 cm x 6.5cm • On right shoulder, Arm Flashers as per Uniform dress code, with Municipality name on top name area of Arm Flash badge. Size 12cm x9.5cm minimum. • At rear of the garment between shoulder blades (Municipality name) + the wording FIRE AND RESCUE SERVICES, colour of cotton in bright yellow, all cotton used on embroidery to be FR Thread. Alternatively, Printed Silver Reflective Embossed printing. A <p>Minimum than 2cm.</p>

PRICING SCHEDULE**Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.**

Quantity	Description	Size	Price per unit	Total Price
	A. TRAFFIC AND LAW ENFORCEMENT UNIFORMS			
1	Short sleeve shirts traffic blue / Glad neck	S		
1	Short sleeve shirts traffic blue / Glad neck	M		
1	Short sleeve shirts traffic blue / Glad neck	L		
1	Short sleeve shirts traffic blue / Glad neck	XL		
1	Short sleeve shirts traffic blue / Glad neck	2XL		
1	Short sleeve shirts traffic blue / Glad neck	3XL		
1	Sleeveless pullover Traffic Blue	S		
1	Sleeveless pullover Traffic Blue	M		
1	Sleeveless pullover Traffic Blue	L		
1	Sleeveless pullover Traffic Blue	XL		
1	Sleeveless pullover Traffic Blue	3XL		
1	Pantera Trousers traffic blue	30		
1	Pantera Trousers traffic blue / 65mm loops	32		
1	Pantera Trousers traffic blue / 65mm loops	34		
1	Pantera Trousers traffic blue / 65mm loops	36		
	Pantera Trousers traffic blue / 65 mm loops	38		
1	Pantera trouser traffic blue / 65 mm loops	40		
1	Pantera trouser traffic blue / 65 mm loops	42		
1	Combat Trouser / 80mm loops	32		
1	Combat Trouser / 80mm loops	34		
1	Combat Trouser / 80mm loops	36		
1	Combat Trouser / 80mm loops	46		

1	Reflective Jacket – traffic officer at back and star at the front	M		
1	Reflective jacket/vest (law enforcement at back and star on front)	S		
1	Reflective jacket/vest (law enforcement at back and star on front)	M		
1	Reflective jacket/vest (law enforcement at back and star on front)	L		
1	Reflective jacket/vest (law enforcement at back and star on front)	XL		
1	Reflective jacket/vest (law enforcement at back and star on front)	3XL		
1	Parabellum shoes (or similar)	3		
1	Parabellum shoes (or similar)	4		
1	Parabellum shoes (or similar)	5		
1	Parabellum shoes (or similar)	6		
1	Parabellum shoes (or similar)	7		
1	Parabellum shoes (or similar)	8		
1	Black shoe Jordan leather uppers comfort zone	7		
1	Combat boots (black)	3		
1	Combat boots (black)	7		
1	Combat boots (black)	9		
1 pair	Ankle socks	ALL		
1	Baseball navy blue caps with Cederberg logo	ALL		
1	Belt-border-50mm b/w style – border patrol	Normal size		
1	Baseball navy cap with Cederberg badge embroiled and with 6 leafs	Normal size		
1	Royal blue tie	Normal size		
1	White gloves	Normal size		

1 pair	Matalette epaulette (4 wings)	Normal size		
1 pair	Matalette Georgettes (4 wings)	Normal size		
1 pair	Matalette epaulette (3 wings & 1 bar)	Normal size		
1 pair	Matalette Georgettes (3 wings)	Normal size		
1 pair	Matalette epaulette (1 wings & 1 bar)	Normal size		
1 pair	Matalette Georgettes (1 wing)	Normal size		
1	ID shield (traffic badge)	Normal size		
1	Formal steel cap badge-Cederberg	Normal size		
1	PT Shirts (Male/Female)/ Navy blue	S		
1	PT Shirts (Male/Female)/ Navy blue	L		
1	PT Shirts (Male/Female)/ Navy blue	M		
1	PT Shirts (Male/Female)/ Navy blue	XL		
	PT Shirts (Male/Female)/ Navy blue	2XL		
1	Shoulder Flashes/Royal blue/logo	Meduim size		
1	Shoulder Epauettes/Royal blue/logo 135mm-hard round inside capping			
			Subtotal A	
			VAT	
			Total Amount A	

Quantity	B. DISASTER UNIFORMS	Size	Price per unit	Total Price
1	Jump suits	34		
1	Jump suits	38		
1	Jump suits	40		
1	Magnum Trouser & Shirt	34		
1	Magnum Trouser & Shirt	38		
1	Magnum Trouser & Shirt	40		
1	Kenny Jacket /navy	M		
1	Kenny Jacket /navy	L		
1	Kenny Jacket /navy	XL		
1	Jersey	M		
1	Jersey	L		
1	Jersey	XL		
1	Round neck T-shirt	M		
1	Round neck T-shirt	L		
1	Round neck T-shirt	XL		
			Subtotal B	
			VAT	
			Total Amount B	
	TOTAL FORMAL WRITTEN PRICE QUOTATION AMOUNT (VAT INCLUDED) =			
	A (TRAFFIC AND LAW ENFORCEMENT UNIFORMS) + B (DISASTER UNIFORMS)			

Delivery:

- Delivery Lead time:
- Delivery address: Hospital Street, Clanwilliam, 8135

Kindly note the following:

1. **Cederberg Municipality reserves the right to adjust the quantity required on an as and when basis.**
2. **The pricing must be fixed from date of award until 30 June 2025. The CPI rate will be applicable as of 01 July 2025.**
3. **Formal Written Price Quotation is rate based for as and when required and will be utilized up to a maximum amount of R300 000.00 (VAT incl.)**

DECLARATION

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

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

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE CEDERBERG MUNICIPALITY					
BID NUMBER:	Q17/2024-2025	CLOSING DATE:	17 SEPTEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	Q17/2024-2025: SUPPLY AND DELIVERY OF UNIFORMS FOR TRAFFIC - AND DISASTER MANAGEMENT DEPARTMENT IN CEDERBERG MUNICIPALITY.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT VOORTREKKER ROAD 2A, CLANWILLIAM					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		CONTACT PERSON	Dale Morgan	
CONTACT PERSON	N Damon		TELEPHONE NUMBER	027 482 8000	
TELEPHONE NUMBER	027 482 8000		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS	noland@cederbergraad.co.za		dalem@cederbergraad.co.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. QUOTATION SUBMISSION:

- 1.1. QUOTATION MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL QUOTATIONS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If 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) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.....
.....

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

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....

Capacity Name of Bidder

Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

- (a) Price; and
- (b) Specific Goals (B-BBEE status level contribution and Locality).

1.3 **The maximum points for this tender are allocated as follows:**

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

1.4.1 B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level

of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
 - where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
 - where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.
- 1.5 The municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2 DEFINITIONS

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

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

4.1.1 B-BBEE

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS FOR PREFERENCE (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2

8	1
Non –compliant contributor	0

4.1.2 LOCALITY

LOCALITY OF SUPPLIER	NUMBER OF POINTS FOR PREFERENCE (80/20)
Within the boundaries of the Cederberg Municipality	10
Within the boundaries of the West Coast District Municipality	5
Within the boundaries of the Western Cape	2
Outside the boundaries of Western Cape Province or failure to provide proof	0

4.2 DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

4.2.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4.1 AND 4.1.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

4.2.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4.2 AND 4.1.2

LOCALITY: _____ (maximum of 10 points)

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.4 MUNICIPAL INFORMATION

Municipality where business is situated: _____

STREET ADDRESS OF BUSINESS:

REGISTERED MUNICIPAL ACCOUNT NUMBER: _____

5.5 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

MBD 7.1:

CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of Tax Compliance Status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Certificate for payment of municipal service
 - Declaration / consent for the protection of personal information
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

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

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:	

SECTION 6: CONTRACT FORM - PURCHASE OF GOODS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

MBD 8

**OF SUPPLY CHAIN MANAGEMENT
OFFICES**

- 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:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (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 alter"-am partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THISDECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or

may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ 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.

AUTHORITY FOR SIGNATORY

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

capacity as of the business trading as to sign all

documentation in connection with Quotation

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

MUNICIPAL RATES AND SERVICES

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

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

DECLARATION

I, THE UNDERSIGNED (NAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF PARAGRAPH 37.1.4.1 OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE CEDERBERG MUNICIPALITY

I, _____, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Cederberg Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

--	--

Further details of the bidder’s director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

SIGNATURE	POSITION	DATE