



**MOHOKARE**  
LOCAL MUNICIPALITY



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**CONTRACT NO: SCM/MOH/18/2024**

**SUPPLY AND DELIVERY OF PERSONAL  
PROTECTIVE EQUIPMENT**

**CLOSING DATE: 04 OCTOBER 2024 (14:00)**

Prepared by:  
Mohokare Local Municipality  
Hoofd Street  
Zastron  
9950

NAME OF BIDDER	
CSD REGISTRATION NO	
SARS PIN	
AMOUNT (VAT incl.)	R

ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	



**The following particulars must be furnished /attached failure to do so WILL result in your bid being disqualified**

No.	Details	Tick(x)
1.	Proof that the supplier is registered on the <b>Centralised Suppliers Database (CSD)</b>	
2.	<b>Original municipal account of company</b> , if renting and the lessee is not responsible for municipal rates and taxes as stipulated in the lease agreement only a signed lease agreement /if renting and the lessee is responsible for municipal rates and taxes as stipulated in the lease agreement both signed lease agreement and municipal account not older than 3 months	
3.	<b>Compulsory site briefing attended</b> (if applicable)	
4.	<b>Certificate of authority of signatory</b> not older than 3 months	
5.	<b>Valid BBBEE certificate</b> issued by <b>SANAS</b> accredited agencies or <b>certified Sworn Affidavits</b> and <b>certificate or evidence of</b> specific goal specified for the tender	
6.	<b>Joint Venture Agreement</b> (if applicable)	
7.	<b>Completed and signed form of offer</b> and <b>Completed and signed MBD forms (ALL MBD forms in the tender)</b>	

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## **MBD 1 INVITATION TO BID**

**You are hereby invited to bid for the requirements of the Mohokare Local Municipality**

**BID NUMBER: SCM/MOH/18/2024 DESCRIPTION: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT CLOSING DATE: 04 OCTOBER 2024 CLOSING TIME: 14:00**

**The successful bidder will be required to fill in a written Contract Form (MBD 7) and sign a service level agreement**

BID DOCUMENTS SHOULD BE DEPOSITED IN THE BOX SITUATED AT THE MUNICIPAL OFFICES OR MAY BE POSTED:

**MOHOKARE LOCAL MUNICIPALITY  
HOOFD STREET  
ZASTRON  
9950**

**Enclose the envelope with the contract number and the closing date.**

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

The bid box is generally open 5 days a week (Monday to Friday), from 08:00 to 16:30.

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

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER CONDITIONS OF CONTRACT**

**THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Relevant specifications
2. Value for money
3. Capability and capacity to execute the contract
4. PPPFA & associated regulation
5. 80/20 preference point system

**NB: NO BID WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

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

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

FASCIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

HAS ORIGINAL VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2)?  
**YES/NO**

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

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL BID PRICE (R) \_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

MUNICIPALITY : Mohokare Local Municipality  
 DEPARTMENT : Supply Chain Management  
 CONTACT PERSON : Acting-Chief Financial Officer – Mr. V Litabe  
 TEL NUMBER : +27 (051) 673 9600  
 FAX NO. : +27 (051) 673 1550

**ANY ENQUIRIES REGARDING THE TECHNICAL INFORMATION MAY BE DIRECTED TO:**

CONTACT PERSON : Occupational Health and Safety Officer - Ms. Z. Ncenithwa  
 TEL NUMBER : 051 673 9600  
 FAX NO. : 051 673 1550

**MBD 2 APPLICATION FOR TAX CLEARANCE AND TAX CLEARANCE  
CERTIFICATE REQUIREMENTS**



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

IT IS A CONDITION OF THE BIDDER THAT: –

1. The taxes of the successful bidder must be in order, or that satisfactory arrangement has been made with Receiver of Revenue to meet his/her tax obligations.
2. The attached form “Application for Tax Clearance Certificate” (in respect of bidders), must be completed in all aspect and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for the period of twelve (12) months from the date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance may invalidate the bid.
3. In bids where Consortia /Joint Venture / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.



## MBD 4 DECLARATION OF INTERESTS

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegation of favouritism, should be resulting bid, or part thereof, be awarded to person 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 and /or take an oath declaring his/her interest.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: \_\_\_\_\_

3.2 Identity Number: \_\_\_\_\_

3.3 Company Registration Number: \_\_\_\_\_

3.4 Tax Reference Number: \_\_\_\_\_

3.5 VAT Registration Number: \_\_\_\_\_

3.6 Are presently in the service of the state\* YES/NO

3.6.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

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

3.7.1 If so, furnish particulars

\_\_\_\_\_  
\_\_\_\_\_

MSCM Regulations: "in the services of the state \*means to be: -

(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 municipal or municipal entity;

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

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

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

3.8 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**

3.8.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

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

3.9.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

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

3.10.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

3.11 Are any spouses, child or parent of the company's Directors, Managers, principal shareholders or stakeholders in service of the state?  
**YES/NO**

3.11.1 If so, furnish particulars.

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) \_\_\_\_\_**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVES TO BE FALSE.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

## **MBD 6.1 PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS**

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

**PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for B-BBEE status preference points as well as a summary for preference points claimed for attainment of other specified goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**GENERAL CONDITIONS**

1.1 The following preference points system are applicable to all bids;

- The 80/20 system for requirements with Rand value of up to R 50 000 000,00; and
- The 90/10 system for requirements with Rand value above R 50 000 000,00.

1.2 The value of this bid is estimated to not exceed R 50 000 000,00 and therefore the 80/20 shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE rating certificates, issued by either verification agency accredited by the **South African Accreditation System (SANAS)** or by registered auditors approved by the Independent or **Certified Sworn Affidavits**.

1.4 The points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.4.1 PRICE</b>	<b>80</b>
<b>1.4.3 SPECIFIC GOALS</b>	<b>20</b>

Separate Preference Points Claim Form will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3 (b) above.

**Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.**

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## GENERAL DEFINITIONS

1.6 “**Acceptable bid**” means any bid which, in all respects, complies with specification and conditions of bid as set out in the bid documents.

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

1.8 “**B-BBEE status level of contribution**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment Act;

1.9 “**Bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, work or services.

1.10 “**Comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration

1.11 “**Consortium or joint venture**” means as association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.12 “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.

1.13 “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulation 2017. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of state to give particular consideration top procuring locally manufactured products.

1.14 “**Control**” means the possession and exercise of legal authority and power to manage the assets goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing his operations of the business.

1.15 “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.

1.16 “**Management**” an activity inclusive of control and performed on a daily basis, by person who is principal executive officer of the company, by whatever name that person maybe ignited, and whether or not that person is a director.

1.17 “**Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.18 “**Person**” includes reference to a juristic person.

1.19 **“Rand value”** means the total estimated value of a contract in rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

1.20 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

1.21 **“Sub – contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.22 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.23 **“Trustee”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

1.24 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in *Government Gazette* No. 16085 dated 23 November 1994;

#### **ADJUDICATION USING A POINT SYSTEM**

1.24 The bidder obtaining the highest number of points will be awarded the contract.

1.25 Preference points shall be calculated after prices have been brought to a comparative basis.

1.26 Points scored will be rounded off to 2 decimal places.

1.27 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points of specified goals.

#### **POINTS AWARDED FOR PRICE SYSTEM**

##### **1.28 THE 80/20 PREFERENCE POINT SYSTEMS**

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

#### **80/20**

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

Where:

$P_s$  = Points scored for price of bid under consideration

Pt = Rand of bid under consideration  
Pmin = Rand value of lowest acceptable bid

## MBD 6.1

### POINTS AWARDED FOR ATTAINING THE B-BBEE STATUS

#### 1.29 The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	10
2	8
3	6
4	4
5	2
6	2
7	2
8	2
Non-compliant contributor	0

- (i) A maximum of 20 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

#### 1.30 The 90/10 preference point system for acquisition of services, works or goods above Rand value of R50 million

Points will be awarded for attaining the B-BBEE status level of contribution in accordance with the following table below:

B-BBEE Status level of contributor	Number of points
1	5
2	4
3	3
4	2
5	1
6	1
7	1
8	1
Non-compliant contributor	0

- (i) A maximum of 10 points may be allocated in accordance with the table above.
- (ii) The points scored in respect of B-BBEE contribution contemplated in the table above will be added to the points scored for the price.

### BID DECLARATION

Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

**1. B-BBEE STATUS CLAIMED IN TERMS OF PARAGRAPH 2.3 ABOVE.**

<b>B-BBEE Status level of contributor</b>	<b>Number of points claim</b>

**2. Specific Goals.**

<b>Specific Goals</b>	<b>Number of points claim</b>
BBBEE	
Local Area of service	
Within the boundaries of Mohokare Local Municipality = 10	
within the boundaries of Xhariep District= 6	
Within the boundaries of Free State = 4	
Outside the boundaries of the Free State =2	

.....  
**MBD 6.1**

**DECLARATION WITH REGARD TO B-BBEE**

1.31 Name of firm : \_\_\_\_\_  
 1.32 VAT Registration number : \_\_\_\_\_  
 1.33 Company Registration number : \_\_\_\_\_

**TYPE OF FIRM**

- Partnerships
- One-person business / sole trader
- Close Corporation
- Listed Company
- (Pty) Limited

**[TICK APPLICABLE BOX]**

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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## COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers e.g. transporters, etc.

**[TICK APPLICABLE BOX]**

## MUNICIPAL INFORMATION

Municipality where business is situated: \_\_\_\_\_

Registered Account No.: \_\_\_\_\_

Stand No.: \_\_\_\_\_

## CONSORTIUM / JOINT VENTURE

1.34 In the event that preference points are claimed for B-BBEE by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the B-BBEE Status.

Name of Company (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the Company

1.35 I/We, the undersigned, who warrant that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I/we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy-
  - (a) recover costs, losses or damages incurred or suffered as a result of that person's conduct; and
  - (b) cancel the contract and claim any damages suffered as a result of having to make less favourable arrangements due to such cancellation;

**MBD 6.1**

**WITNESSES:**

1. ....

.....  
**SIGNATURE(S) OF BIDDER(S)**

2. ....

**DATE:**.....

**ADDRESS:**

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

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

**2. Definitions**

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
 .....

NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

(c)The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Complete the following Annexures obtainable on our Municipal Website must be completed and be submitted together with the quotation.

Annexure C: Local Content Declaration – Summary Schedule,

Annexure D: Imported Content Declaration – Supporting Schedule to Annexure C and

Annexure E: Local Content Declaration – Supporting Schedule to Annexure C.

All these documents are important for the calculation, measurement and verification of local content.

**BID ADVERTISEMENT**





## Call for Bids

# SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT

Mohokare Local Municipality wishes to invite bidders for the above mentioned tender.  
The minimum specifications are detailed in the bid document.

Tender documents are obtainable at Municipal website and E-Tender portal

**Closing: 04 OCTOBER 2024**  
**Contact Person for queries:**

**Acting-Chief Financial Officer – Mr. V Litabe**

**Instructions dealing with the depositing of bids:**

Address bids to:

**Mohokare Local Municipality**  
**Hoofd Street**  
**ZASTRON**  
**9950**

**and endorse the envelope with the contract number and the closing date.**

**Please note:**

1. Late bids, telegraphic bids or bids sent by fax will not be considered.
2. The lowest or any bid will not necessarily be accepted and the Municipality reserves the right to accept where applicable a portion of any bid.
3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and Services in accordance with a system which is fair, equitable, transparent, competitive & cost effective.

4. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and Preferential Procurement Legislation, and furthermore comply with the provisions of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof.

5. Bids that are invalid, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening of the bids.

6. Bid documents must be deposited in the bid box not later than **14H00** on the closing date (04 OCTOBER 2024)

**Mr. M Mohale**  
**Acting Municipal Manager**

**BID SPECIFICATIONS**

## **SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT**

### **SCOPE OF WORKS**

#### **Scope and contract description**

The successful supplier will be expected to provide the following services:

#### **SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING**

#### **Project Cost Estimate**

The final cost of the Works will, however, depend on the price quoted by the supplier based on the most appropriate and cost effective options identified by the Service Provider. Tenderers shall note that no adjustments to any tendered rates will be applicable irrespective of the actual final cost of the tools and material.

#### **Project Programme**

After an appointment letter is issued a service provider is required to deliver tools and material within 21 working days' failure to do so will result in an automatic cancellation of the appointment.

All Products must be 100% produced/Manufactured locally.

According to the OHS Act, employees working in a situation where they may be exposed to risk are required to wear protective equipment at all times. The employer is responsible for providing all PPE to all employees.

#### **Note:**

1. All Items to be branded or embroidered with the municipality logo and name of the municipality at the back
2. Supervisors Overall to be printed supervisor (E.g Technical Services Supervisor) at the front pocket of the overall jacket.
3. Sizes of all will be provided upon appointment of the provider.
4. All overalls to be printed name of employees on both top and trouser

## Standard Items for every employees

ITEMS DESCRIPTION		QUANTITY	SETS
01	<b>Socks</b> –antistatic/antibacterial Colour: Navy Blue. One size fits all	145	2
02	<b>Unisex Bucket hat</b> – with adjustable strap, Colour: Navy Blue. One size fits all	145	2
03	<b>Unisex Winter hat/Beanie</b> – 100% wool material Colour: Navy Blue. One size fits all	145	2
04	<b>Duster coats</b> – flame Retardant and chemical resistant Colour: Navy Blue	10	1
05	<b>Aprons</b> – PVC Heavy duty and chemical resistant Colour: Navy Blue or Maroon	5	2
06	<b>Respiratory Mask</b> – Full face double cartridge or filter Spare Filter	50	2
07	<b>Dust mask</b> – FFP1 Half face, Aluminum strip glue bonded nose clip and a 3 layer non – woven polyester respirator	145	2
08	<b>Plastic gloves</b> – suitable for chemical and janitorial industries, great for light duty work. Resistant against detergents and cleaning liquids. Great for light duty work.	20	2
	<b>Rubber gloves</b> - Double layered latex giving extra protection for heavy duty tasks around the home Heavy duty to protect from harmful chemicals Cotton lining to keep hands dry and comfortable Roll-top cuffs to help them stay up and prevent water running up arm Excellent strong pattern for a good grip even in wet conditions	80	2
	<ul style="list-style-type: none"> <li>• <b>Leather gloves</b> -textured grip chemical-resistant gloves</li> <li>• Ideal for manufacturing and maintenance work</li> <li>• Nitrile repels oil and water from the hands for a superior grip</li> <li>• Resistant to a wide number of chemicals, solvents and acids</li> </ul>	60	2
09	<b>Safety goggles</b> – UV protection, clear vision	140	2
10	<b>Ear plugs</b> – with cord	145	2

**PERSONAL PROTECTIVE EQUIPMENT AS PER THE DEPARTMENTS:**

**DEPARTMENT: TECHNICAL SERVICE, WATER AND WASTE WATER PROCESS CONTROLLERS**

ITEM DESCRIPTION		QUANTITY	SETS
01	<b>Two piece Green drops overalls</b> – D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame	7	2
	<b>Two piece Blue drops overalls</b> - D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame	18	2
02	<b>Safety Shoes</b> – Steel toe cap, Oil and acid, resistant, anti – static, ergonomic design, water proof, ISO 9001 standard and anti- fatigue all day energy in sole. Colour: Black	25	2
03	<b>Gumboots</b> - Gripper STC, Recycled PVC upper for optimum flexibility and abrasion resistance. Durable recycled sole. Cleated sole, Nylon liner allows for easy cleaning and quick drying for maximum hygiene, optimal toe– spring for walking.	25	2
04	<b>T-Shirts</b> - double top stitching on shoulders, armholes, sleeves and hem. Heavy weight cotton rich fabric. (Long sleeve and Short sleeve) Colour: Navy Blue/Maroon	25	1 Long sleeves 1 Short sleeves
05	<b>Dri- Mac/All weather jacket</b> – 100% Polyester, zip up and 2 side pockets. Colour: Navy Blue	25	2 sets
06	<b>Warm Jacket</b> - Delta plus Hi viz with reflective tape, water resistant, Polyester outer fabric, polar fleece lining for warmth. silver reflective tape for increased visibility. Two large front pockets/inner chestpocket. Below zero degree.Colour: Navy Blue	25	1 set
07	<b>Chemical Suit</b> – Ultrasonic Welded and taped seams preventing, dust and liquid ingress. Double zip and storm flap for secure front protection. Double layer cushioned, knee pads. Resistant to fluids, protection from hazards of light liquid sprays, chemical splashes and wet bacterial. Colour: yellow or blue polypropylene foil.	34	1 set
08	<b>Life saver jacket</b> - Adjustable straps for a snug fit, SAMSA approved, personal flotation device. Colour: Orange	34	1 set

09	<b>Reflector Jacket</b> – zip up and plastic ID Pocket, 100% polyester reflector tape. SANS 50471 Colour: Lime and Orange.	25	2 sets
10	<b>Raincoat</b> – 2 Piece (Jacket and Pants) Hi-viz heavy duty rain suit, high quality 100% water proof polyester/PVC rain suit with nylon mesh lining. Fully taped with silver reflective strips. Colour: Navy Blue	25	2 sets

**CORPORATE SERVICES, COMMUNITY AND TECHNICAL SERVICE CLEANERS.**

ITEM DESCRIPTION		QUANTITY	SETS
01	<b>Two piece overalls</b> – D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame. Colour: Navy Blue	5	1 set
02	<b>Safety Shoes</b> – Steel toe cap, Oil and acid resistant, anti – static, ergonomic design, water proof, ISO 9001 standard and anti-fatigue all day energy in sole. Colour: Black	5	1 set
03	<b>Energy Shoe</b> - A waterproof, flexible & lightweight shoe, anti-fatigue and foot ache prevention properties , ideal for anyone who spends their day on their feet.	5	1 set
04	<b>Golf T-Shirts</b> - double top stitching on shoulders, armholes, sleeves and hem. Heavy weight cotton rich fabric. (Long sleeve and Short sleeve) Colour: Navy Blue/Maroon	5	1 Long sleeves 1 Short sleeves
05	<b>Dri- Mac/All weather jacket</b> – 100% Polyester, zip up and 2 side pockets. Colour: Navy Blue	5	2 sets
06	<b>Warm Jacket</b> - Delta plus Hi viz with reflective tape, water resistant, Polyester outer fabric, polar fleece lining for warmth. silver reflective tape for increased visibility. Two large front pockets/inner chest pocket. Below zero degree. Colour: Navy Blue	5	1 set
07	<b>Raincoat</b> – 2 Piece (Jacket and Pants) Hi-viz heavy duty rain suit, high quality 100% water proof polyester/PVC rain suit with nylon mesh lining. Fully taped with silver reflective strips. Colour: Navy Blue	5	2 sets
08	<b>Ladies Skirt</b> – Work wear Polly cotton twill Colour: Navy Blue	5	2 sets

09	<b>Jersey</b> - 100% wool without Epauettes. Warm rugged long sleeved acrylic NATO style sweater cloth and shoulder and arm patches Colour: Navy blue	5	2 sets
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### COMMUNITY SERVICES AND TECHNICAL SERVICES: GENERAL WORKERS

ITEM DESCRIPTION		QUANTITY	SETS
01	<b>Two piece overalls</b> – D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame Colour: Navy Blue	101	2
02	<b>Safety Shoes</b> – Steel toe cap, Oil and acid resistant, anti – static, ergonomic design, water proof, ISO 9001 standard and anti-fatigue all day energy in sole. Colour: Black	101	2
03	<b>Gumboots</b> - Gripper STC, Recycled PVC upper for optimum flexibility and abrasion resistance. Durable recycled sole. Cleated sole, Nylon liner allows for easy cleaning and quick drying for maximum hygiene, optimal toe– spring for walking.	101	2
04	<b>T-Shirts</b> - double top stitching on shoulders, armholes, sleeves and hem. Heavy weight cotton rich fabric. (Long sleeve and Short sleeve) Colour: Navy Blue/Maroon	101	1 Long sleeves 1 Short sleeves
05	<b>Dri- Mac/All weather jacket</b> – 100% Polyester, zip up and 2 side pockets. Colour: Navy Blue	101	2 sets
06	<b>Warm Jacket</b> - Delta plus Hi viz with reflective tape, water resistant, Polyester outer fabric, polar fleece lining for warmth. silver reflective tape for increased visibility. Two large front pockets/inner chest pocket. Below zero degree. Colour: Navy Blue	101	1 set
07	<b>Reflector Jacket</b> – zip up and plastic ID Pocket, 100% polyester reflector tape. SANS 50471 Colour: Lime and Orange.	101	2 sets
08	<b>Raincoat</b> – 2 Piece (Jacket and Pants) Hi-viz heavy duty rain suit, high quality 100% water proof polyester/PVC rain suit with nylon mesh lining. Fully taped with silver reflective strips. Colour: Navy Blue	101	2 sets

**EXTRAS:**

ITEM DESCRIPTION		QUANTITY	SETS
01	<b>Two piece overalls</b> – D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame Colour: Navy Blue	35	1
	<b>Two piece Green drops overalls</b> – D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame	4	1
	<b>Two piece Blue drops overalls</b> - D59 Flame Retardant, Acid Resistant Jacket and pants with reflective mark, SANS 434 ISO 6530, Protection against heat and flame	4	1
02	<b>Safety Shoes</b> – Steel toe cap, Oil and acid resistant, anti – static, ergonomic design, water proof, ISO 9001 standard and anti-fatigue all day energy in sole. Colour: Black	35	1
03	<b>T-Shirts</b> - double top stitching on shoulders, armholes, sleeves and hem. Heavy weight cotton rich fabric. (Long sleeve and Short sleeve) Colour: Navy Blue/Maroon	35	1 Long sleeves 1 Short sleeves
04	<b>Reflector Jacket</b> – zip up and plastic ID Pocket, 100% polyester reflector tape. SANS 50471 Colour: Lime and Orange.	35	1 sets
05	<b>Duster Coat</b> – Flame Retardant	7	1 set

Refer to the attached “Annexure A” for the sizes of the items. Bidders are encouraged to submit a quotation as per the requested items on the specifications, also include the delivery cost to Zastron on the pricing schedule.



## Functionality

1. Company Experience (in executing contracts of similar nature – Supply and Delivery of Personal Protective Equipment (Workers Uniform) (55)  
55 = 5 or more contracts 45= 4 contracts 40 = 3 contracts 35 = 2 contracts 20 = 1 contract
2. Locality (30)  
30 = Mohokare Local Municipality Supplier  
25 = Within the Xhariep District  
20 = Within Free State  
10 = outside Free State
3. Methodology (provide a method of how you will execute this contract) (20)  
20 = very good method 15 = good method 10 = average
4. Bank rating (20)  
A = 20  
B = 15  
C = 10  
D = 5

Any proposal not meeting a minimum score of 80% on functionality will be disqualified and the financial proposal will remain unopened

**SECTION A**

**YOUR MAIN CONTROLLING COMPANY**

Supply information regarding the following

**1. NAME**

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**2. ADDRESS**

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**3. SHAREHOLDERS of your controlling Company**

(Indicate extent of shareholding especially shareholding of previously disadvantaged groups in your Controlling Company)

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**4. DIRECTORS**

Initials & Surname	ID Number	Citizenship	B-BBEE Compliant Yes/No

**5. MANAGEMENT STRUCTURE**

Kindly supply information regarding positions held by Black people as defined in the B-BBEE act.

\* **DEFINITION** *"Black People" is a generic term which means Africans, Coloureds and Indians*

## **CONTRACT FORM – RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number..... at the price/s quoted. My Offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax Clearance Certificate
    - Proof of banking
    - Municipal rates and taxes
    - Registration documents
    - Pricing schedule(s)
    - Filled in task directive/ proposal
    - Preference claims in terms of the Preferential Procurement Regulations 2022
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (Specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding

price(s) and rate(s) and calculations will be at my own risk.

- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorized to sign this contract

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<p><b>WITNESSES</b></p> <p><b>1.</b> .....</p> <p><b>2.</b> .....</p> <p><b>DATE:</b> .....</p>
---

**CONTRACT FORM – RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

Description of service	Price (VAT Incl.) R	Completion date	Preference Points claimed for B-BBEE status

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

**SIGNED AT**..... **ON**.....

**NAME (PRINT)**.....

<p align="center"><b>WITNESS</b></p> <p><b>1.</b> .....</p> <p><b>2.</b>.....</p> <p><b>DATE:</b> .....</p>
---

**SIGNATURE&MUNSTAMP**.....

## MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document forms 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 bidders may be rejected if that bidder or any of its directors have:

- (a) Abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- (b) Been convicted for fraud or corruption during the past five years;
- (c) Wilfully neglected, reneged on or failed to comply with any government, municipal or other sector contract during the past five years; or
- (d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention; and Combating of Corrupt Activities (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  <b>(Companies or person's by the National Treasury after the audi alteram partem rule was applied).</b>		
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)  <b>(To access this Register enter the National Treasury's website, number (012) 326 5445.</b>		
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?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and 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?		
4.5.1	If so, furnish particulars:	Yes	No

### CERTIFICATION

I, the undersigned (full name) .....certify that the information furnished on this declaration from true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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). 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:



**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)**

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 consortium 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**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

CONTRACT NO: SCM/MOH/18/2024

### SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract in respect of the following works:

#### SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT

The Tenderer, identified in the offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAXIS

.....  
..... rand [in words]; R ..... [in figures],

This Offer may be accepted by the Employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signatures (s) .....

Name(s) .....

Capacity .....

.....  
[Name and address of organisation]

Name and signature  
Of witness .....Date.....

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in the Agreement and in the Contract that is subject of this Agreement.

The terms of Contracts are within the Tender Document.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange to the delivery of any bonds, guarantees, proof of insurance and other documentation to be provided in terms

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document. Unless the Tenderer (now Consultant) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Signatures (s) .....

Name(s) .....

Capacity .....

.....  
[Name and address of organisation]

Name and signature  
Of witness

..... Date.....

## **GENERAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Municipality" in these conditions shall mean the Mohokare Local Municipality.

### **2. EXTENT OF BID**

This contract is for the **SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT**

### **3. CONTRACT TO THE BINDING**

The formal acceptance of this Bid by the Municipality will constitute a contract binding on both parties, and the Municipality may require sureties to its satisfaction from the contractor, for the due fulfillment of this contract.

### **4. MODE OF BID**

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any Bid will not necessarily be accepted.***

The Municipality wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **5. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Municipality prior to the submission of a Bid.

### **6. INSURANCE CLAIMS, ETC.**

The Council and Municipality shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfillment of this contract and shall indemnify the Council and the Municipality against all risks or claims which may arise. It will be required from the successful Bidder to submit proof of insurance

or any other valid form of indemnification to Council for scrutiny. Failure to do so within 14 (fourteen) days of acceptance of this Bid will be deemed to be a material breach of this contract and will render the contract null and void.

**7. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

**8. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of 90 (ninety) days from the closing date as stipulated in the bid document.

**8.1 PENALTY PROVISION**

Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Municipality of his / her / their inability to fulfill the contract; or
- [c] Fail or refuse to fulfill the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Municipality:

- [a] All expenses incurred by the Municipality to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favorable (for the Municipality) Bid price (inclusive of escalation) accepted as an alternative by the Municipality from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

**9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

VAT must be included in the Bid price, but must be shown separately.

**10. PRICE ESCALATION**

No claim in respect of any price escalation will be considered by the Municipality unless it is specifically stated in the Pricing Annexure that the Bid is subject to price escalation. When escalation is claimed for during the contract period, proof of such escalation must be furnished and the calculation itself must be submitted to corroborate such proof. Escalation will only be calculated on the official index figures supplied by the Department of Statistics or the Price Controller, whichever may be applicable. All orders placed will be based on the current Bid prices. It is the responsibility of the Bidder to inform Council of any escalation prior to implementation of the escalated price. Failure to do so will negate any such claims to Council.

**11. AUTHORITY TO SIGN BID DOCUMENTS**

In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Municipality at the time of submission of the Bid that the Bid has been signed by persons properly authorized thereto by resolution of the directors or under the articles of the entity.

**12. SAMPLES**

Sample for items on the bill of quantities are required for evaluation purpose.

**13. DURATION OF THE BID**

It is envisaged that the successful Bidder will be appointed within the 90 (ninety) days of the tender validity and will be required to deliver within 21 days upon appointment.

**14. DELIVERY PERIODS**

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Municipality on the contract, form and frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

**15. CLOSING DATE / SUBMITTING OF BIDS**

Bids must be submitted in sealed envelopes clearly marked "**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT**" the Bid must be deposited in the bid box, Mohokare Municipal Offices, Hoofd Street, Zastron, by no later than 14H00, **04 OCTOBER 2024**. Thereafter bids will be opened in public.

***Bids which are not submitted in a properly sealed and marked envelope and/or deposited in the relevant bid box on or before the closing date and time will not be considered. Faxed or e-mailed Bidders will not be considered.***

**16. BID ENQUIRIES**

**Supply Chain related queries** : Senior Supply Chain Accountant  
Mr. T. Lebetse 064 472 2549  
[thabiso@mohokare.gov.za](mailto:thabiso@mohokare.gov.za)

**Technical related queries** : Occupational Health and Safety Officer  
Ms. Z. Ncenithwa (073) 608 1362  
[zoleka@mohokare.gov.za](mailto:zoleka@mohokare.gov.za)