

**NQUTHU LOCAL MUNICIPALITY**



**BIDS ARE INVITED FROM SERVICE PROVIDERS – APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER UNIFORM FOR NQUTHU MUNICIPALITY – NQULM08/2024-2025.**

**CLOSING DATE OF BID** : 24 OCTOBER 2024, THURSDAY @ 12H00

**NAME OF BIDDER** : \_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_  
: \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_



Council will not accept responsibility for the late delivery of Tenders by courier services or any other means that are not **placed in the tender box on or before the date and time of closing of the tender. Last day of sale of tender document 17/10/2024 15H30** or free tender document can be downloaded from ETender portal, [www.etender.gov.za](http://www.etender.gov.za).

Sealed tenders clearly endorsed " **BID NO: BIDS ARE INVITED FROM ACCREDITED SERVICE PROVIDERS – APPOINTMENT OF SERVICE PROVIDER TO SUPPLY AND DELIVER UNIFORM FOR NQUTHU MUNICIPALITY.BID NO: NQULM08/2024-2025** and must be placed in the Tender Box located at the Reception of Nquthu Municipality, Lot 83/2 Mdlalose Street, Private Bag X5521, Nquthu, 3135 before 12:00 noon on Thursday, 24 October 2024.

**Returnable documents required for tender evaluation purposes:**

- (a) A valid original Tax Clearance Certificate or compliance clearance Pin must be submitted.
- (b) Schedule of previous similar works (experience) (attach traceable appointment letters)
- (c) Certified ID copies of directors/members dated not older than 03 months
- (d) Company registration certificate
- (e) All MBDs must be completed in full 1-9
- (f) Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (directors and company) or landlord agreement
- (g) Proof of registration on the CSD
- (h) Bidders financial standing (Only financial standing from the bank will be accepted, we will not accept bank statement or agreement from the hardware)
- (i) Form of offer should be completed in full

**NB: Prices should be valid for 90 days**

**Note:** *“Council may not necessarily accept the lowest, or any other offer and reserves the right to select in its favour any, all or portion of any offer made*



**Compulsory Returnable schedules**

| <b>item</b> | <b>Description</b>   | <b>Check Box<br/>(Yes/No)</b> |
|-------------|--|-------------------------------|
|             |  |                               |
| 1.          | A valid original Tax Clearance Certificate or compliance clearance Pin must be submitted.  |                               |
| 2.          | Company registration certificate   |                               |
| 3.          | Proof of payment for municipal services (rates or rentals) or Proof of residential address letter for BIDDERS not receiving municipal services (directors and company) or landlord agreement |                               |
| 4.          | Certified ID copies of directors/members dated not older than 03 months  |                               |
| 5.          | Proof of registration on the CSD   |                               |
| 6.          | All MBDs must be completed in full 1-9   |                               |
| 7.          | Form of offer should be completed in full  |                               |
| 8.          | Bidders financial standing (Only financial standing from the bank will be accepted, we will not accept bank statement or agreement from the supplier)  |                               |
| 9.          | Schedule of previous similar works (experience) (attach traceable appointment letters)   |                               |

**N/B: Failure to submit the above-mentioned compulsory returnable documents will lead to your tender being disqualified.**

## Specific Goals

| The specific goals allocated points in terms of this tender    | Number of points allocated (80/20 system) | Verification Documents  |
|--|---|---|
| <b>Specific goal 1: Ownership (Max Points =10)</b>             |   |   |
| Business owned more than 50% by black person                   | 10  | ID copy of Directors and CSD  |
| Business owned less than 50% by black person                   | 5   | ID copy of Directors and CSD  |
| <b>Specific goal 2: RDP (Max Points =10)</b>                   |   |   |
| Promotion of enterprises located within: Nquthu municipal area | 10  | CSD and proof of municipal accounts/affidavit   |
| Umzinyathi District Municipality                               | 6   | CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councilor |
| Province of KwaZulu Natal                                      | 4   | CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councilor |



**NQUTHU MUNICIPALITY**

**UMASIPALA WASE NQUTHU**

Private Bag X5521, NQUTHU, 3135

Tel: +27(0)34 271 6100, Fax: +27(0) 34 271 6111

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### **FEMALE RAINCOAT SPECIFICATION**

- Fabric – 100% polyester PVC
- Weight – 185 gm
- Colour – Yellow
- Features: Rainproof- specialized water-resistant PVC
  - Heat seal tape applied to all seams to prevent water from leaking through ensuring protection from the elements
  - Double press stud closure
  - Extra strength garment to keep you covered
  - Underarm and vent for air flow
  - Double needle lapped seam for strength
  - Storm cuffs with concealed elasticized cuff for secure fit
  - Stowaway hood with adjustable draw cord for snug fit
  - Two large concealed front pockets

**N/B: Samples must be provided to the Municipality with the tender document**

## **MALE RAINCOAT SPECIFICATION**

### **JACKET**

- Fabric 100% polyester PVC
- 185 gm
- Colour : Yellow
- Features: Rainproof: Specialised water-resistant PVC
  - Heat seal tape applied to all seams
  - Double needle lapped seams
  - Storm flap over zip on jacket
  - Storm cuffs cover concealed elasticated cuff for secure fit
  - Stowaway hood and jacket hem with adjustable draw cord
  - Two large concealed front pockets
  - Underarm and back vents for air flow

### **TROUSER**

- Fabric – 100% polyester PVC
- 185 gm
- Colour: Yellow
- Features: Rain proof: specialized water-resistant PVC
  - Heat seal tape applied to all seams
  - Double needle lapped seams.

**N/B: Samples must be provided to the Municipality with the tender document**

## **INSIDE OFFICE GENERAL ASSISTANT CLEANERS**

### **UNIFORM**

#### **TOP- WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- As per attached photo
- Skirt and Top
- Colour: Navy ONLY
- Features: 100% cotton

### **FLEECE JACKETS**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% polyester fleece
- Weight: 270 gm
- Colour: Navy
- Features: Slimmer fit
  - Two front pockets with zip closure
  - Convenient left arm wearing pocket with zip closure
  - Two generous inner mesh fabric pockets
  - Lip elastic on hem, collar and cuffs for secure fit.

### **PINAFORE**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% polyester, mini matte with mechanical stretch
- Weight: 175 gm
- Size: standard
- Colour: Navy

### **SHORT SLEEVE GOLFER T-SHIRT**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% cotton pique knit
- Weight: 220 gm
- Colour: cobalt blue
- Features: Feminine, semi-fitted styling
  - Side slits for ease of movement with bar tacks
  - Specialized, narrow placket

**N/B: Samples must be provided to the Municipality with the tender document**

**LONG SLEEVE GOLFER SPECIFICATION  
WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% cotton pique knit
- Weight: 220 gm
- Colour: cobalt blue
- Features: rib collar and cuffs
  - side slits with bar tacks
  - regular fit for comfort
  - topstitching on the arm holes and shoulder seams
  - specialized placket.

**INSIDE OFFICE CLEANERS – SHOES  
THERE ARE TWO TYPES ATTACHED,**

- **ENERGY SHOES:** material: polyurethane
- Colour: Black
- Features: one piece injected shoe makes this completely seamless for zero chafing
  - Waterproof
  - Flexible and lightweight
  - Anti-slip and oil resistant
  - Remove anti-fatigue PU innersole
  - Shock absorption
  - Antimicrobial and antibacterial

**OR**

**LEATHER SHOES**

- Colour: black
- Features: soft / flexible cushion shoe

**N/B: Samples must be provided to the Municipality with the tender document**

**LONG SLEEVE GOLFER SPECIFICATION  
WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% cotton pique knit
- Weight: 220 gm
- Colour: cobalt blue
- Features: rib collar and cuffs
  - side slits with bar tacks
  - regular fit for comfort
  - topstitching on the arm holes and shoulder seams
  - specialized placket.

**SHORT SLEEVE TWO-TONE HIGH VIZ GOLFER  
WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% polyester pique knit
- Weight: 130 gm
- Colour: High viz yellow and navy
- Features: Breathable/ moisture management fabric / side slits with bar tacks / resistant to colour fading

**N/B: Samples must be provided to the Municipality with the tender document**

## **WORK SUIT / MDANSANE**

### **TWO -TONE REFLECTIVE WORK JACKET (TOP) WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: contrasting fabric VERSATEX 65% polyester 35% cotton twill
- Fluorescent fabric 50%
- Cotton 50% polyester
- Weight: 230 gm / 250 gm
- Colours: fluorescent yellow and navy
- Features: 50mm JW Reflect 2907 silver reflective tape for increased visibility
  - Fluorescent fabric for increased daytime visibility
  - Chest pocket with hook-and-loop closure
  - Chest pocket with pen division
  - Concealed inner chest pocket
  - Large front pockets for secure storage
  - Concealed zip
  - Side slits for ease of movement
  - Bar tacks on stress points for extra strength

### **TWO-TONE REFLECTIVE WORK TROUSERS**

- Contrasting fabric: VERSATEX 65% polyester 35% cotton twill
- Fluorescent fabric: 50%
- Cotton 50% polyester
- Weight: 230 gm / 250 gm
- Colour: fluorescent yellow and navy
- Features: 50mm Reflect 2907 silver reflective tape for increased visibility
- Fluorescent fabric for increased daytime visibility
- Half elasticized waistband for comfort
- Two front pockets with deep self-fabric pocket bags
- Two back pockets
- Concealed inner pocket
- Triple needle lapped seams on inner leg and back rise for extra strength
- Concealed zip
- Bar tacks on stress points for extra reinforcement.

### **WOMEN WORK SKIRTS**

- Contrasting fabric: VERSATEX 65% polyester 35% cotton twill
- Fluorescent fabric: 50%
- Cotton 50% polyester
- Weight: 230 gm / 250 gm
- Colour: Navy

- Half elasticized waistband for comfort
- Two front/ side pockets with deep self-fabric pocket bags
- Concealed back zip

**ESSENTIAL TWO-TONE REFLECTIVE HIGH VIZ JACKET  
WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% polyester oxford
  - 100% polyester polar fleece lining
- 112 gm / 180 gm
- Colour: High viz yellow and navy
- Features: Fluorescent water-resistant outer fabric
- Navy polar fleece lining warmth
- 50 mm JW REFLECT 2907 silver reflective tape for increased visibility
- Two large front pockets
- Inner chest pocket and back safety pocket
- Elasticized cuffs for secure fit
- Zip

**N/B: Samples must be provided to the Municipality with the tender document**



**BEANIE WOOL HAT  
WITH NQUTHU MUNICIPALITY LOGO AT THE FRONT**

- 50% wool
  - 50% acrylic
- 5 gauge
- Size: standard
- Colour: Navy
- Features: 50/50 wool/ acrylic blended yam for comfort and durability / five-gauge chunky rib knit / adjustable folded brim

**CRICKET HAT  
WITH NQUTHU MUNICIPALITY LOGO AT THE FRONT**

- Durable polyester construction
- Crafted 100% polyester
- Wide brim: sun protection
- Contrasting cord with adjustable toggle
- Colour: Navy
- Size: Standard

**N/B: Samples must be provided to the Municipality with the tender document**

### **ANKLET SOCKS**

- Fabric: 60% Cotton
  - 38% polyamide
  - 2% elastane
- Colour: Navy
- Features: antibacterial treated to prevent development of foot fungus and odour
- Extra fine toe seam for added comfort
- Reinforced heel and toe for durability
- Half cushioned for wearer's comfort
- Elastic ankle band hugs sock to your foot and prevents slipping
- High cotton content for all day comfort.

### **STEEL TOE CAP CHELSEA BOOTS**

- Material: Full grain bovine leather
- Colour: Black
- Features: Wide fit steel toe cap complies with SANS/ISO 20345 to withstand an impact load of 200 joules
- Stylish leather cut from quality buffalo leather
- Leather has been tanned for softer, more comfortable feel while maintaining hard-wearing characteristics
- Elastic side gussets give additional support and comfort
- Pull tap is incorporated into the body of the boot to ensure strength and durability
- TPU sole for durability with oil and acid resistance as well as anti-slip and anti-static properties
- Shank reinforcement for support and stability
- Molded 100% wool innersole for support and comfort

**N/B: Samples must be provided to the Municipality with the tender document**

## **ELECTRICITY**

### **JONNY MA CUT 5 PU PALM GLOVES**

- Size: 10
- Colour: Grey/ Black or ANY
- Features: 13-gauge Jonnyma cut resistant level 5 shell with (any colour) PU palm coating
- Smooth finish
- High grade cut-resistance
- Elastic and comfortable
- Oil proof, anti- acid and anti-alkali penetration resistance
- Good sensitivity and micro-oil surface grip to prevent fingerprints from contaminating products
- Offers protection in laboratory environments
- Wrist length

### **100% COTTON TWO-TONE SHORT SLEEVE REFLECTIVE SHIRT**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% cotton twill
- Weight: 135 gm
- Colour: yellow and navy
- Features: double back pleats for ease of movement
  - 50mm JW REFLECT 2907 silver reflective tape for increased visibility
  - Triple needle lapped seams for extra strength
  - Button- down front
  - Two front pockets with hook-and-loop closure
  - Extra-length curved hem
  - Bar tacks on stress points for extra strength

### **100% COTTON TWO-TONE LONG SLEEVE REFLECTIVE SHIRT WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 100% cotton twill
- Weight: 135 gm
- Colour: yellow and navy
- Features: double back pleats for ease of movement
  - 50mm JW REFLECT 2907 silver reflective tape for increased visibility

- Triple needle lapped seams for extra strength
- Button- down front
- Two front pockets with hook-and-loop closure
- Extra-length curved hem
- Bar tacks on stress points for extra strength

## **ELECTRICITY**

### **DENIM WORK JACKET**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: 93% cotton
  - 5% polyester
  - 2% viscose
- Weight: 12 ounces
- Colour: Indigo
- Features: Indigo open-ended denim
  - Chest pocket with hook-and-loop closure
  - Chest pocket with pen division
  - Concealed inner pocket
  - Large front pockets for secure storage
  - Concealed zip
  - Side slits for ease of movement
  - Bar tacks on stress points for extra strength

### **DENIM SUPER STRONG WORK JEANS WITH REFLECTIVE TAPE- TROUSER**

- Fabric: 93% cotton
  - 5% polyester
  - 2% viscose
- 12 ounce
- Colours: Indigo
- Features: 50 mm JW REFLECT yellow and silver reflective tape for increased visibility
  - Triple needle lapped seams for extra strength
  - Five pocket styling
  - Open ended indigo denim
  - Industrial wash

**N/B: Samples must be provided to the Municipality with the tender document**

## **PLUMBING TEAM**

### **TWO -TONE REFLECTIVE WORK JACKET (TOP)**

#### **WITH NQUTHU MUNICIPALITY LOGO, POCKET SIZE ON THE LEFT SIDE**

- Fabric: contrasting fabric VERSATEX 65% polyester 35% cotton twill
- Fluorescent fabric 50%
- Cotton 50% polyester
- Weight: 230 gm / 250 gm
- Colours: fluorescent yellow and navy
- Features: 50mm JW Reflect 2907 silver reflective tape for increased visibility
  - Fluorescent fabric for increased daytime visibility
  - Chest pocket with hook-and-loop closure
  - Chest pocket with pen division
  - Concealed inner chest pocket
  - Large front pockets for secure storage
  - Concealed zip
  - Side slits for ease of movement
  - Bar tacks on stress points for extra strength

### **DENIM SUPER STRONG WORK JEANS WITH REFLECTIVE TAPE- TROUSER**

- Fabric: 93% cotton
  - 5% polyester
  - 2% viscose
- 12 ounce
- Colours: Indigo
- Features: 50 mm JW REFLECT yellow and silver reflective tape for increased visibility
  - Triple needle lapped seams for extra strength
  - Five pocket styling
  - Open ended indigo denim
  - Industrial wash

### **NATURAL RUBBER GLOVES**

- Size: Large

- Colour: Yellow
- Features: Natural rubber lightweight glove
  - Excellent sensitivity for easy handling
  - Protection against mild water- based chemicals
  - Elbow length

#### **SMOOTH PVC ELBOW LENGTH GLOVES**

- Size: Standard
- Colour: Red
- Features: Cotton interlock shell with smooth PVC coating
  - Fully coated
  - Excellent anti-slip, abrasion and chemical resistance
  - Good grip
  - Oil proof, anti-acid and anti-alkali penetration resistance
  - Suitable construction, mining and machinery maintenance industries
  - Elbow length

**NB: The successful bidder might be required to quote for additional items.**

**N/B: Samples must be provided to the Municipality with the tender document**



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## **TECHNICAL UNIFORM LIST**

| NO | NAME        | EMP.CODE | PPE GENDER | MDANSANE SIZE & QUANTITY | T-SHIRT SIZE & QUANTITY | BOOTS SIZE & QUANTITY | SOCKS, HATS & QUANTITY                            | JACKETS SIZE & QUANTITY | SIGNATURE |
|----|-------------|----------|------------|--------------------------|-------------------------|-----------------------|---|-------------------------|-----------|
| 1  | Hlophe TC   | 0011416  | F          | 32 (02)                  | M (02)                  | 08 (02)               | 02 pairs-socks<br>Hats – wool (01)<br>Bucket (01) | M (01)                  |           |
| 2  | Memela MS   | 0031331  | M          | 36 (02)                  | M (02)                  | 08 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | M (01)                  |           |
| 3  | Ximba SP    | 0121437  | M          | 36 (02)                  | L (02)                  | 09 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | L (01)                  |           |
| 4  | Ngobese SK  | 0081433  | M          | 36 (02)                  | L (02)                  | 10 (02)               | 02 pairs-socks<br>Hat wool (01)<br>Bucket (01)    | L (01)                  |           |
| 5  | Ngcobo DN   | 0081432  | F          | 44 (02)                  | L (02)                  | 07 (02)               | 02 pairs-socks<br>Hat wool (01)<br>Bucket (01)    | L (01)                  |           |
| 6  | Mthethwa MV | 0111460  | M          | 34 (02)                  | S (02)                  | 07 (02)               | 02 pairs-socks<br>Hat wool (01)<br>Bucket (01)    | S (01)                  |           |
| 7  | Kunene BM   | 0081435  | M          | 52 (02)                  | XXXL (02)               | 10 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | XXXXL (01)              |           |
| 8  | Dlamini WB  | 0081427  | F          | 38 (02)                  | M (02)                  | 06 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | M (01)                  |           |
| 9  | Mbhele BR   | 0081441  | M          | 38 (02)                  | M (02)                  | 07 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | M (01)                  |           |
| 10 | Ntombela PN | 0081428  | M          | 42(02)                   | L (02)                  | 08 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01)   | L (01)                  |           |
| 11 | Moloi MD    | 0081440  | F          | 52 (02)                  | XXXL (02)               | 08 (02)               | 02 pairs-socks                                    | XXXL (01)               |           |

|    |              |         |   |         |           |            |   |           |  |
|----|--------------|---------|---|---------|-----------|------------|---|-----------|--|
|    | (toilets)    |         |   |         |           | Long boots | Hats wool (01)<br>Bucket (01)                   |           |  |
| 12 | Buthelezi PM | 0011021 | M | 48 (02) | XXXL (02) | 08 (02)    | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXXL (01) |  |
| 13 | Mazibuko T   | 001136  | M | 40 (02) | L (02)    | 08 (02)    | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)    |  |

| NO | NAME            | EMP.CODE | PPE<br>GENDER | MDANSANE<br>SIZE<br>&QUANTITY | T-SHIRT SIZE<br>&QUANTITY | BOOTS SIZE&<br>QUANTITY | SOCKS, HATS&<br>QUANTITY                        | JACKETS SIZE<br>&QUANTITY | SIGNATURE |
|----|-----------------|----------|---------------|-------------------------------|---------------------------|-------------------------|---|---------------------------|-----------|
| 14 | Mbatha V        | 0081423  | M             | 42 (02)                       | L (02)                    | 08 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)                    |           |
| 15 | Buthelezi<br>MJ | 0111011  | M             | 48 (02)                       | XXL (02)                  | 11 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXL (01)                  |           |
| 16 | Msomi S         | 0041052  | M             | 40 (02)                       | L (02)                    | 09 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)                    |           |
| 17 | Sithole<br>ADB  | 0091419  | M             | 30 (02)                       | XS (02)                   | 06 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XS (01)                   |           |
| 18 | Mosea D         | 0092019  | M             | 42 (02)                       | M (02)                    | 07 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                    |           |
| 19 | Makhoba<br>ME   | 0111458  | M             | 38 (02)                       | M (02)                    | 09 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                    |           |
| 20 | Radebe LL       | 0111452  | M             | 32 (02)                       | M (02)                    | 06 (02)                 | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                    |           |
| 21 | Zungu SE        | 0111464  | M             | 32 (02)                       | M (02)                    | 07 (02)                 | 02 pairs-socks                                  | M (01)                    |           |

|    |               |         |   |         |         |         |   |        |  |
|----|---------------|---------|---|---------|---------|---------|---|--------|--|
|    |               |         |   |         |         |         | Hats wool (01)<br>Bucket (01)                   |        |  |
| 22 | Hadebe MI     | 0091412 | M | 36 (02) | L (02)  | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 23 | Khuzwayo NP   | 0111472 | M | 48 (02) | XL (02) | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 24 | Buthelezi BSS | 0091407 | M | 36 (02) | L (02)  | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 25 | Sithole TC    | 0081425 | M | 36 (02) | M (02)  | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 26 | Ximba XA      | 0111428 | M | 36 (02) | M (02)  | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 27 | Zungu MC      | 0081424 | M | 36 (02) | M (02)  | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 28 | Mtshali B     | 0121012 | M | 32 (02) | S (02)  | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |

| NO | NAME             | EMP.CODE | PPE<br>GENDER | MDANSANE<br>SIZE<br>&QUANTITY | T-SHIRT SIZE<br>&QUANTITY | BOOTS SIZE& QUANTITY | SOCKS,<br>HATS&<br>QUANTITY                            | JACKETS SIZE<br>&QUANTITY | SIGNATURE |
|----|------------------|----------|---------------|-------------------------------|---------------------------|----------------------|--|---------------------------|-----------|
| 29 | Memela<br>MSM    | 0121413  | M             | 40 (02)                       | M (02)                    | 09 (02)              | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)                    |           |
| 30 | Khumalo PH       | 0111473  | F             | 32 (02)                       | S (02)                    | 04 (02)              | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (01)                    |           |
| 31 | Vilakazi MA      | 0032039  | M             | 46 (02)                       | XXL (02)                  | 10 (02)              | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXL (01)                  |           |
| 32 | Mngomezulu<br>SE | 0041427  | M             | 34 (02)                       | S (02)                    | 07 (02)              | 02 pairs-<br>socks<br>Hats wool                        | S (01)                    |           |

|    |                 |         |   |         |          |         |  |          |  |
|----|-----------------|---------|---|---------|----------|---------|--|----------|--|
|    |                 |         |   |         |          |         | (01)<br>Bucket (01)                                    |          |  |
| 33 | Zondi SS        | 0111455 | M | 42 (02) | XL (02)  | 07 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XL (01)  |  |
| 34 | Mbatha SJ       | 0101068 | M | 44 (02) | XL (02)  | 05 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XS (01)  |  |
| 35 | Xaba JM         | 0121076 | M | 46 (02) | XXL (02) | 08 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXL (01) |  |
| 36 | Hlongwane<br>LN | 0081414 | F | 36 (02) | M (02)   | 06 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)   |  |
| 37 | Msimango TS     | 0091015 | M | 46 (02) | XXL (02) | 09 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)                | XXL      |  |

|    |                        |         |   |         |          |                        |  |     |  |
|----|------------------------|---------|---|---------|----------|------------------------|--|-----|--|
|    |                        |         |   |         |          |                        | Bucket (01)  |     |  |
| 38 | Dahile BG<br>(toilets) | 0131406 | F | 44 (02) | M (02)   | 07 (02)<br>Short boots | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M   |  |
| 39 | Sikhakhane<br>CM       | 0111464 | M | 34 (02) | M (02)   | 08 (02)                | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXL |  |
| 40 | Ndlovu ND<br>(toilets) | 0081421 | F | 56 (02) | XXL (02) | 05 (02) long boots     | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXL |  |
| 41 | Mncube BG<br>(toilets) | 0081422 | F | 36 (02) | S (02)   | 05 (02)<br>long boots  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S   |  |

| <b>NO</b> | <b>NAME</b>       | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>MDANSANE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT SIZE<br/>&amp;QUANTITY</b> | <b>BOOTS SIZE<br/>&amp;<br/>QUANTITY</b> | <b>SOCKS,HATS&amp;<br/>QUANTITY</b>             | <b>JACKETS SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|-------------------|-----------------|-----------------------|--|---------------------------------------|--|---|---------------------------------------|------------------|
| 42        | Magubane<br>ND    | 0111470         | M                     | 46 (02)                                    | XL (02)                               | 10 (02)                                  | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXL (01)                              |                  |
| 43        | Magubane<br>LG    | 0081443         | M                     | 38 (02)                                    | L (02)                                | 06 (02)                                  | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)                                |                  |
| 44        | Nkosi SA          | 0081444         | M                     | 40 (02)                                    | M (02)                                | 09 (02)                                  | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                                |                  |
| 45        | Makhathini<br>TBV | 0081442         | M                     | 38 (02)                                    | L (02)                                | 09 (02)                                  | 02 pairs-socks<br>Hats wool (01)                | L (01)                                |                  |

|    |               |         |   |         |          |         |   |         |  |
|----|---------------|---------|---|---------|----------|---------|---|---------|--|
|    |               |         |   |         |          |         | Bucket (01)                                     |         |  |
| 46 | Kubheka VM    | 0121436 | M | 38 (02) | M (02)   | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)  |  |
| 47 | Sikhakhane SI | 0111456 | M | 50 (02) | XXL (02) | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)  |  |
| 48 | Radebe MS     | 0111454 | M | 34 (02) | S (02)   | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)  |  |
| 49 | Cebekhulu M   | 0111432 | M | 36 (02) | M (02)   | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)  |  |
| 50 | Sithole VY    | 0111440 | F | 42 (02) | L (02)   | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)  |  |
| 51 | Khoza NP      | 0111468 | M | 44 (02) | L (02)   | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)  |  |
| 52 | Phewa FHS     | 0111453 | M | 32 (02) | S (02)   | 05 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)  |  |
| 53 | Ngobese NV    | 0111451 | M | 30 (02) | S (02)   | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)  |  |
| 54 | Mkhwanazi NG  | 0111445 | M | 44 (02) | XL (02)  | 04 (02) | 02 pairs-socks<br>Hats wool (01)                | XL (01) |  |

|    |            |         |   |         |        |         |   |        |  |
|----|------------|---------|---|---------|--------|---------|---|--------|--|
|    |            |         |   |         |        |         | Bucket (01)                                     |        |  |
| 55 | Mazibuko S | 0111443 | M | 38 (02) | M (02) | 10 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 56 | Qwabe NE   | 0111430 | M | 36 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |

| <b>NO</b> | <b>NAME</b> | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>MDANSANE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT SIZE<br/>&amp;QUANTITY</b> | <b>BOOTS SIZE<br/>&amp;QUANTITY</b> | <b>SOCKS,<br/>HATS&amp;<br/>QUANTITY</b>               | <b>JACKETS SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|-------------|-----------------|-----------------------|--|---------------------------------------|-------------------------------------|--|---------------------------------------|------------------|
| 57        | Khoza SW    | 0111439         | M                     | 42 (02)                                    | L (02)                                | 07 (02)                             | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XL (01)                               |                  |
| 58        | Dube TH     | 0111446         | M                     | 38 (02)                                    | M (02)                                | 08 (02)                             | 02 pairs-  | M (01)                                |                  |

|    |             |         |   |         |            |         |  |            |  |
|----|-------------|---------|---|---------|------------|---------|--|------------|--|
|    |             |         |   |         |            |         | socks<br>Hats wool<br>(01)<br>Bucket (01)              |            |  |
| 59 | Kunene ZI   | 0111448 | M | 42 (02) | L (02)     | 07 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)     |  |
| 60 | Dube MS     | 0111444 | M | 52 (02) | XXXXL (02) | 11 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXXXL (01) |  |
| 61 | Vilakazi VS | 0111431 | M | 36 (02) | M (02)     | 08 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)     |  |
| 62 | Khoza SJ    | 0111429 | M | 36 (02) | M (02)     | 08 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)     |  |
| 63 | Mtshali NP  | 0111434 | F | 42 (02) | XL (02)    | 04 (02) | 02 pairs-<br>socks<br>Hats wool                        | XL (01)    |  |

|    |                        |         |   |         |         |                        |  |         |  |
|----|------------------------|---------|---|---------|---------|------------------------|--|---------|--|
|    |                        |         |   |         |         |                        | (01)<br>Bucket (01)                                    |         |  |
| 64 | Khumalo<br>GT(toilets) | 0111438 | F | 44 (02) | L (02)  | 05 (02)<br>Short boots | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)  |  |
| 65 | Sibiya NNG             | 0111447 | F | 48 (02) | XL (02) | 05 (02)                | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XL (01) |  |
| 66 | Mdlalose<br>ME         | 0111436 | M | 38 (02) | M (02)  | 10 (02)                | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)  |  |
| 67 | Mpanza SS              | 0111433 | F | 38 (02) | M (02)  | 07 (02)                | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)  |  |
| 68 | Ngobese PK             | 0111435 | F | 42 (02) | M (02)  | 06 (02)                | 02 pairs-<br>socks<br>Hats wool<br>(01)                | M (01)  |  |

|    |         |         |   |         |        |         |   |        |  |
|----|---------|---------|---|---------|--------|---------|---|--------|--|
|    |         |         |   |         |        |         | Bucket (01)                                     |        |  |
| 69 | Zulu CT | 0121440 | M | 32 (02) | M (02) | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 70 | Zulu SV | 0121439 | M | 44 (02) | L (02) | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |

| NO | NAME | EMP.CODE | PPE | MDANSANE | T-SHIRT SIZE | BOOTS SIZE | SOCKS & | JACKET SIZE | SIGNATURE |
|----|------|----------|-----|----------|--------------|------------|---------|-------------|-----------|
|----|------|----------|-----|----------|--------------|------------|---------|-------------|-----------|

|    |             |         | <b>GENDER</b> | <b>SIZE &amp; QUANTITY</b> | <b>&amp; QUANTITY</b> | <b>&amp; QUANTITY</b> | <b>HATS &amp; QUANTITY</b>                      | <b>&amp; QUANTITY</b> |  |
|----|-------------|---------|---------------|----------------------------|-----------------------|-----------------------|---|-----------------------|--|
| 71 | Dube N      | 0081446 | M             | 36 (02)                    | M (02)                | 09 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                |  |
| 72 | Masemola SJ | 0111459 | M             | 40 (02)                    | L (02)                | 10 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)                |  |
| 73 | Nkosi EB    | 0081445 | M             | 36 (02)                    | M (02)                | 08 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)                |  |
| 74 | Nkala MN    | 0081451 | M             | 42 (02)                    | L (02)                | 10 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)                |  |
| 75 | Xulu SP     | 0111437 | F(trouser)    | 46 (02)                    | XXL (02)              | 07 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXL (01)              |  |
| 76 | Cele N      | 0031308 | F (trouser)   | 32 (02)                    | XS (02)               | 05 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)                |  |
| 77 | Motloung GP | 0031358 | M             | 52 (02)                    | XXXXL                 | 09 (02)               | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXXXL (01)            |  |
| 78 | Shange MK   | 0031354 | M             | 34 (02)                    | M (02)                | 07 (07)               | 02 pairs-socks<br>Hats wool (01)                | M (01)                |  |

|    |                |         |   |         |        |         |   |        |  |
|----|----------------|---------|---|---------|--------|---------|---|--------|--|
|    |                |         |   |         |        |         | Bucket (01)                                     |        |  |
| 79 | Dube MJ        | 0031357 | M | 44 (02) | L (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 80 | Thusini N      | 0031355 | M | 34 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 81 | Mazibuko<br>LR | 0031359 | M | 36 (02) | S (02) | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 82 | Mncube<br>SSM  | 0111457 | M | 42 (02) | L (02) | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 83 | Nyathi M       | 0081450 | M | 34 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |

| <b>NO</b> | <b>NAME</b>      | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>MDANSANE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT SIZE<br/>&amp;QUANTITY</b> | <b>BOOTS SIZE<br/>&amp;<br/>QUANTITY</b> | <b>SOCKS &amp;<br/>HATS&amp;<br/>QUANTITY</b>          | <b>JACKETS SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|------------------|-----------------|-----------------------|--|---------------------------------------|--|--|---------------------------------------|------------------|
| 84        | Hlatshwayo<br>NP | 0111474         | M                     | 42 (02)                                    | L (02)                                | 05 (02)                                  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)                                |                  |
| 85        | Ngcobo ST        | 0111469         | M                     | 36 (02)                                    | S (02)                                | 05 (02)                                  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (01)                                |                  |
| 86        | Khoza LH         | 0011430         | M                     | 36 (02)                                    | M (02)                                | 07 (02)                                  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01)                                |                  |
| 87        | Zulu TL          | 0111482         | M                     | 44 (02)                                    | L (02)                                | 09 (02)                                  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)                                |                  |
| 88        | Sibisi SW        | 0111483         | M                     | 44 (02)                                    | L (02)                                | 09 (02)                                  | 02 pairs-<br>socks                                     | L (01)                                |                  |

|    |              |         |   |         |        |         |   |        |  |
|----|--------------|---------|---|---------|--------|---------|---|--------|--|
|    |              |         |   |         |        |         | Hats wool (01)<br>Bucket (01)                   |        |  |
| 89 | Buthelezi NB | 0111479 | M | 34 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 90 | Hlatshwayo S | 0111481 | M | 34 (02) | S (02) | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 91 | Kunene S     | 0111484 | M | 34 (02) | S (02) | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 92 | Mthabela NS  | 0111461 | M | 36 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 93 | Dube VS      | 0111478 | M | 32 (02) | M (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)                | M (01) |  |

|    |            |         |   |         |        |         |  |        |  |
|----|------------|---------|---|---------|--------|---------|--|--------|--|
|    |            |         |   |         |        |         | Bucket (01)  |        |  |
| 94 | Khoza N    | 0081446 | M | 38 (02) | L (02) | 09 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01) |  |
| 95 | Ngobese SP | 0111475 | M | 32 (02) | S (02) | 07 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (01) |  |

| NO | NAME | EMP.CODE | PPE<br>GENDER | MDANSANE<br>SIZE | T-SHIRT<br>SIZE | BOOTS SIZE<br>&QUANTITY | SOCKS &<br>HATS& | JACKETS SIZE<br>&QUANTITY | SIGNATURE |
|----|------|----------|---------------|------------------|-----------------|-------------------------|------------------|---------------------------|-----------|
|----|------|----------|---------------|------------------|-----------------|-------------------------|------------------|---------------------------|-----------|

|     |             |         |   | <b>&amp;QUANTITY</b> | <b>&amp;QUANTITY</b> |         | <b>QUANTITY</b>                                 |        |  |
|-----|-------------|---------|---|----------------------|----------------------|---------|---|--------|--|
| 96  | Ndima NS    | 0111471 | M | 38 (02)              | M (02)               | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 97  | Mwelase SM  | 0111465 | M | 36 (02)              | M (02)               | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 98  | Khanyi MB   | 0071443 | F | 34 (01)              | M (01)               | 06 (01) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01) |  |
| 99  | Sithole AD  | 0071444 | M | 34 (01)              | S (01)               | 07 (01) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 100 | Shabalala M | 0071448 | M | 30 (01)              | S (01)               | 06 (01) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 101 | Khoza MM    | 0071447 | M | 32 (01)              | S (01)               | 09 (01) | 02 pairs-                                       | S (01) |  |

|     |                          |         |            |         |        |                       |  |        |  |
|-----|--------------------------|---------|------------|---------|--------|-----------------------|--|--------|--|
|     |                          |         |            |         |        |                       | socks<br>Hats wool<br>(01)<br>Bucket (01)              |        |  |
| 102 | Zulu CM                  | 0032042 | M          | 44 (01) | M (01) | 07 (01)               | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | M (01) |  |
| 103 | Ntuli PF                 | 0071442 | F(trouser) | 32 (01) | S (01) | 05 (01)               | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (01) |  |
| 104 | Khethwa P                |         | M          | 42 (02) | L (02) | 08 (02)               | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01) |  |
| 105 | Sangweni<br>LS (toilets) | 0111441 | F          | 38 (02) | L (02) | 06 (02)<br>Long boots | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01) |  |
| 106 | Barlow AN<br>(toilets)   | 0111485 | F          | 40 (02) | M (02) | 06 (02)<br>Long boots | 02 pairs-<br>socks                                     | M (01) |  |

|     |                     |  |   |         |          |         |   |         |  |
|-----|---------------------|--|---|---------|----------|---------|---|---------|--|
|     |                     |  |   |         |          |         | Hats wool (01)<br>Bucket (01)                   |         |  |
| 107 | Maphanga ZM         |  | M | 42 (02) | L (02)   | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)  |  |
| 108 | Sithole ZD          |  | F | 40 (02) | XL (02)  | 04 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XL (01) |  |
| 109 | Zondi KP            |  | F | 48 (02) | XL (02)  | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XL (01) |  |
| 110 | Mbatha M (Intern)   |  |   | 30 (01) | M (01)   | 06 (01) | 01 pair-socks<br>Hat-bucket (01)                | S (01)  |  |
| 111 | Mlambo MPT (Intern) |  |   | 42 (01) | XXL (01) | 05 (01) | 01 pair-socks<br>Hat -bucket (01)               | XL (01) |  |

**PPE FOR ELECTRICITY UNIT**

| <b>NO</b> | <b>NAME</b>     | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>MDANSANE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT<br/>SIZE &amp;<br/>QUANTITY</b> | <b>BOOTS SIZE<br/>&amp;<br/>QUANTITY</b> | <b>SOCKS &amp;<br/>HATS &amp;<br/>QUANTITY</b>         | <b>JACKETS<br/>SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|-----------------|-----------------|-----------------------|--|--|--|--|---|------------------|
| 1         | Mazibuko<br>MNZ | 0081429         | M                     | 32 (02)                                    | S (02)                                     | 06 (02)                                  | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (01)                                    |                  |

|   |                    |         |            |         |        |         |   |        |  |
|---|--------------------|---------|------------|---------|--------|---------|---|--------|--|
| 2 | Buthelezi EM       | 0041430 | M          | 42 (02) | L (02) | 09 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 3 | Nkosi BK           |         | M          | 40 (02) | L (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01) |  |
| 4 | Dahile QIR         | 0081449 | F(trouser) | 30 (02) | S (02) | 04 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01) |  |
| 5 | Mbatha MV (Intern) |         | M          | 34 (01) | M (01) | 08 (01) | 01 pair-socks<br>Hat - bucket(01)               | M (01) |  |
| 6 | Ndlovu MB (Intern) |         |            | 36 (01) | M (01) | 08 (01) | 01 pair-socks<br>Hat - bucket(01)               | M (01) |  |

**OFFICE CLEANERS**

| <b>NO</b> | <b>NAME</b>          | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>TWO- PIECE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT SIZE<br/>&amp; QUANTITY</b> | <b>SHOES SIZE<br/>&amp; QUANTITY</b> | <b>SOCKS &amp;<br/>HATS &amp;<br/>QUANTITY</b> | <b>FLEECE<br/>ASJACKETS<br/>SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|----------------------|-----------------|-----------------------|--|--|--------------------------------------|--|--|------------------|
| 1         | Ntshangase NN (hall) | 0081438         | F                     | 52(02)                                       | XXXL (02)                              | 08 (02)                              | 02 pairs-<br>socks<br>Hats wool<br>(01)        | XXXL (01)  |                  |

|   |                  |         |   |         |          |         |   |          |  |
|---|------------------|---------|---|---------|----------|---------|---|----------|--|
|   |                  |         |   |         |          |         | Bucket (01)                                     |          |  |
| 2 | Sibiya HS        | 0111450 | F | 44(02)  | L (02)   | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)   |  |
| 3 | Nyandeni BG      | 0033006 | F | 40 (02) | L (02)   | 07 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)   |  |
| 4 | Mncadi HT        | 0051087 | F | 54 (02) | XXL (02) | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XXL (01) |  |
| 5 | Moloi TL (hall)  | 0031305 | F | 40 (02) | L (02)   | 05 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | L (01)   |  |
| 6 | Shange ZV (hall) | 0051084 | F | 48 (02) | XL (02)  | 08 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XL (01)  |  |
| 7 | Mamaela NA       | 0111442 | F | 46 (02) | XXL (02) | 09 (02) | 02 pairs-                                       | XXL (01) |  |

|    |                          |         |   |         |          |         |  |          |  |
|----|--------------------------|---------|---|---------|----------|---------|--|----------|--|
|    |                          |         |   |         |          |         | socks<br>Hats wool<br>(01)<br>Bucket (01)              |          |  |
| 8  | Mtshali NP               | 0111434 | F | 42 (02) | XL (02)  | 04 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XL (01)  |  |
| 9  | Mdlalose PB<br>(library) | 0061511 | F | 44 (02) | XXL (02) | 07 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | XXL (01) |  |
| 10 | Mntambo KG               |         | F | 38 (02) | L (02)   | 07 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)   |  |
| 11 | Zondo NG<br>(library)    | 0031353 | F | 46 (02) | L (02)   | 05 (02) | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | L (01)   |  |
| 12 | Maziya NK                | 0111466 | F | 40 (02) | L (02)   | 05 (02) | 02 pairs-<br>socks                                     | L (01)   |  |

|    |                      |         |   |         |           |         |   |         |  |
|----|----------------------|---------|---|---------|-----------|---------|---|---------|--|
|    |                      |         |   |         |           |         | Hats wool (01)<br>Bucket (01)                   |         |  |
| 13 | Mbuli PM (library)   | 0061518 | F | 38 (02) | M (02)    | 05 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | M (01)  |  |
| 14 | Mtshali SD           | 0111480 | F | 56 (02) | XXXL (02) | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | XL (01) |  |
| 15 | Malinga KP (library) |         | F | 32 (02) | S (02)    | 05 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)  |  |
| 16 | Khanye C (library)   |         | F | 30 (02) | S (02)    | 06 (02) | 02 pairs-socks<br>Hats wool (01)<br>Bucket (01) | S (01)  |  |

**PLUMBING UNIT**

| <b>NO</b> | <b>NAME</b>            | <b>EMP.CODE</b> | <b>PPE<br/>GENDER</b> | <b>MDANSANE<br/>SIZE<br/>&amp;QUANTITY</b> | <b>T-SHIRT SIZE<br/>&amp; QUANTITY</b> | <b>BOOTS SIZE<br/>&amp; QUANTITY</b> | <b>SOCKS &amp;<br/>HATS &amp;<br/>QUANTITY</b>         | <b>JACKETS<br/>SIZE<br/>&amp;QUANTITY</b> | <b>SIGNATURE</b> |
|-----------|------------------------|-----------------|-----------------------|--|--|--------------------------------------|--|---|------------------|
| 1         | Zulu KM                | 0121438         | M                     | 34 (02)                                    | S (02)                                 | 08 (02)                              | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (02)                                    |                  |
| 2         | Buthelezi NL           |                 | F                     | 30 (02)                                    | S (02)                                 | 06 (02)                              | 02 pairs-<br>socks<br>Hats wool<br>(01)<br>Bucket (01) | S (02)                                    |                  |
| 3         | Dlamini KN<br>(Intern) |                 | F                     | 34 (02)                                    | M (01)                                 | 06 (01)                              | 01 pair-<br>socks<br>Hat -bucket<br>(01)               | M (01)                                    |                  |
| 4         | Dahile M<br>(Intern)   |                 | F                     | 32 (01)                                    | S (01)                                 | 05 (01)                              | 01 pair-<br>socks<br>Hat -bucket<br>(01)               | M (01)                                    |                  |



**SPECIFIC GOALS**

| The specific goals allocated points in terms of this tender       | Number of points allocated (80/20 system) | Verification Documents   |
|---|---|--|
| <b>Specific goal 1: Ownership (Max Points =10)</b>                |   |  |
| Business owned more than 50% by black person                      | 10  | ID copy of Directors and CSD   |
| Business owned less than 50% by black person                      | 5   | ID copy of Directors and CSD   |
| <b>Specific goal 2: RDP (Max Points =10)</b>                      |   |  |
| Promotion of enterprises located within:<br>Nquthu municipal area | 10  | CSD and proof of municipal accounts/affidavit  |
| Umzinyathi District Municipality                                  | 6   | CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor |
| Province of KwaZulu Natal   | 4   | CSD and proof of municipal accounts/affidavit/proof of residence signed by ward Councillor |

Bidders must furnish hereunder details of similar works which they have satisfactorily supplied in the past.

| EMPLOYER | NATURE OF WORK | VALUE OF WORK | DURATION AND DELIVERY PERIOD | EMPLOYER CONTACT NO |
|----------|----------------|---------------|------------------------------|---------------------|
|          |                |               |                              |                     |
|          |                |               |                              |                     |
|          |                |               |                              |                     |

Date:.....

Signature of Bidder:.....

**CERTIFICATE OF AUTHORITY FOR SIGNATURE**

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

*An example is given below:*

Mr/Ms/Mrs/Miss..... whose signature appears below, has been duly authorized to sign

All documents in connection with the Bid for Contract No.:

.....

And any contract that may arise therefrom on behalf of (name of bidder in block letters)

.....

**SIGNED ON BEHALF OF THE COMPANY:**

**IN HIS/HER CAPACITY AS:**.....

**DATE:**.....

**SIGNATURE OF AUTHORISED SIGNATORY:**.....

**WITNESS:**                    1                    .....

2. ....



**The tendered amount to be filled on the Form of Offer Page**

**Form of Offer and Acceptance**

**(Agreement)**

**Offer – NQULM08/2024-2025**

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

.....

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 authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of 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 TAX IS**

.....

.....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/ Supplier in the Conditions of Contract identified in the Contract Data.

**Signature(s)** .....  
**Name(s)** .....  
**Capacity** .....

for the Tenderer.....

.....

(Name and address of organization)

Name & signature of witness

Name: .....Signature.....

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 this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

Part 1 Agreements and Contract Data, (which includes this Agreement)

Part 2 Pricing Data

Part 3 Scope of Work

Part 5 Annexure

And documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 and 5 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

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 the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (Consultant) within five 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.

Signature(s) .....

Name(s) .....

Capacity .....

**For the Tenderer** .....

.....

**(Name and address of organization)**

**Name & signature of witness**

.....

.....

**Date**.....

**PART A  
INVITATION TO BID**

|   |  |               |  |               |  |
|---|--|---------------|--|---------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |  |               |  |               |  |
| BID NUMBER:   |  | CLOSING DATE: |  | CLOSING TIME: |  |
| DESCRIPTION   |  |               |  |               |  |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |  |               |  |               |  |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS                    |  |               |  |               |  |
|   |  |               |  |               |  |
|   |  |               |  |               |  |
|   |  |               |  |               |  |
|   |  |               |  |               |  |
| <b>SUPPLIER INFORMATION</b>   |  |               |  |               |  |
| 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:   |               | <b>OR</b>  | CSD No:       |  |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                    | <input type="checkbox"/><br>Yes<br><br><input type="checkbox"/> No |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><br><input type="checkbox"/> Yes<br><br><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<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| <b>TOTAL NUMBER OF ITEMS OFFERED</b>  |  | <b>TOTAL BID PRICE</b>   | <b>R</b>   |
| <b>SIGNATURE OF BIDDER</b>  | .....  | <b>DATE</b>  |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>  |  |  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                         |  |
| DEPARTMENT  |  | CONTACT PERSON   |  |
| CONTACT PERSON  |  | TELEPHONE NUMBER   |  |
| TELEPHONE NUMBER  |  | FACSIMILE NUMBER   |  |
| FACSIMILE NUMBER  |  | E-MAIL ADDRESS   |  |
| E-MAIL ADDRESS  |  |  |  |

## PART B TERMS AND CONDITIONS FOR BIDDING

|  |   |
|--|---|
| <b>1. BID SUBMISSION:</b>  |   |
| 1.1.   | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   |
| 1.2.   | <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE</b>   |
| 1.3.   | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |   |
| 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.   |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |   |
| 3.1.   | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 3.2.   | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 3.3.   | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>  |
| 3.4.   | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| 3.5.   | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>   |
| <b>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.</b> |   |

**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: .....



- Required by: .....
- At: .....  
.....
- Brand and Model .....
- Country of Origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- \*Delivery: Firm/Not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

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

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

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

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

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

---

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>(**ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |
|          |          |             |  |

---

- Required by: .....
- At: .....
  
- Brand and model .....
- .....
- Country of origin .....
  
- Does the offer comply with the specification(s)? \*YES/NO
  
- If not to specification, indicate deviation(s) .....
  
- Period required for delivery .....
  
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

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

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

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

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

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

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |
|  |                         |

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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;

a member of the board of directors of any municipal entity;

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

(c) 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);

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

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

(f) <sup>2</sup> 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:  
 .....  
 .....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**MBD 5**

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

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

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

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

.....  
.....

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

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

2.2 If yes, provide particulars. \*YES / NO

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

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars \*YES / NO

.....

.....

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

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     |               |
| <b>SPECIFIC GOALS</b>                            |               |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

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

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

**2. DEFINITIONS**

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

**3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

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

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

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \text{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \text{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

| The specific goals allocated points in terms of this tender       | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---|--|--|
| <b>Specific goal 1: Ownership (Max Points = 10)</b>               |  |  |
| Business owned more than 50% by black persons                     | 10   |  |
| Business owned less than 50% by black persons                     | 5  |  |
| <b>Specific goal 2: RDP (Max Points = 10)</b>                     |  |  |
| Promotion of enterprises located within:<br>Nquthu Municipal Area | 10   |  |
| Umzinyathi district municipality                                  | 6  |  |
| Province of KwaZulu-Natal   | 4  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item  | Question   | Yes                             | No                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | Yes<br><input type="checkbox"/> | No<br><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)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars:   |                                 |                                |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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 / 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 consortium<sup>3</sup> 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

## Table of Clauses

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

## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **“Contract”** means the written agreement entered into between the Purchaser and the Vendor, 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 Vendor 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 with the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignee’s store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Vendor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the Vendor and not involving the Vendor’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among

bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the Vendor 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 Vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods/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 Institution purchasing the goods/works and/or service.
- 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 Vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (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 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 municipal 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 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 develops documentation / projects for the municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality.

### **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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the supplier's 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

and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force majeure**

- 25.1 Notwithstanding the provisions of GCC 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 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.

### **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. Transfer of contracts**

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

### **34. Amendment of contracts**

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