CONTRACT NUMBER: A-HEA 09-2017

BID DOCUMENT
(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

<table>
<thead>
<tr>
<th>ISSUED BY:</th>
<th>PREPARED BY:</th>
<th>PREPARED FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Finance Tender Office (Tender Initiation Section) 68 Woburn Avenue BENONI 1501 Private Bag X 65 BENONI 1500 Tel: (011) 999-6540/6567 Fax: (011) 999-7511</td>
<td>Department: Health and Social Development Section: Primary Health Care Services Region: Alberton CCC Health and Social Development Primary Health Care Services Alberton CCC Ms. L. Motlhale E-mail: <a href="mailto:motlhalel@ekurhuleni.gov.za">motlhalel@ekurhuleni.gov.za</a> Fax: (011) 861-2134</td>
<td>Department: Health and Social Development Section: Primary Health Care Services Region: Alberton CCC Health and Social Development Primary Health Care Services Alberton CCC Ms. L. Potgieter E-mail: <a href="mailto:motlhalel@ekurhuleni.gov.za">motlhalel@ekurhuleni.gov.za</a> Fax: (011) 861-2134</td>
</tr>
</tbody>
</table>

NAME OF BIDDER (BIDDING ENTITY) (FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR, TRUST etc.) : ____________________________________________________________

TEL NUMBER : ____________________________________________________________

FAX NUMBER : ____________________________________________________________
CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

CLOSING DATE:
TUESDAY
07 MARCH 2017
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, CONTRACT NUMBER: A-HEA 09-2017 and placed in Bid Box Number FOUR (04), Ground Floor, Finance Head Office, 68 Woburn Avenue, Benoni, not later than the closing date and time as advertised, at which hour the bids will be opened in public in the Conference Room, Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the EMM reserves the right not to consider any bid not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a complete set:

1. FORM OF BID - Declaration - WHITE
2. FORM “A” - Procurement Form of Bid - GREEN
3. FORM “B” - Declaration of Interest - WHITE
4. FORM “C” - Declaration for Procurement above R10 Million - WHITE
5. FORM “D” - Declaration of Bidder’s Past SCM Practices - WHITE
6. FORM “E” - Certificate of Independent Bid Determination - WHITE
7. FORM “F” - Declaration Certificate for Local Production and Content - WHITE
8. FORM “G” - Declaration for municipal accounts - WHITE
9. FORM “H” - Declaration for municipal accounts where bids are expected to exceed R10 million - WHITE
10. FORM “I” - Specification - PINK
11. FORM “J” - Variations and Omissions - WHITE
12. FORM “K” - Schedule of Prices - YELLOW
13. FORM “L” - General Conditions of Contract - WHITE
14. FORM “M” - Special Conditions and Undertakings - WHITE
15. FORM “N” - Contract form - Rendering of services (Part 1) - WHITE
16. FORM “N” - Contract form - Rendering of services (Part 2) - WHITE
NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

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

A BID WILL BE REJECTED:

1. If a VALID ORIGINAL tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted)

   In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.

   Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

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

2. If any pages have been removed from the bid document, and have therefore not been submitted.

3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.

4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information

5. In the event of the use of correction fluid (e.g. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)

6. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)

7. If particulars required in respect of the bid have not been completed, except if only the Broad – Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.

8. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

9. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.

10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months

11. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
(a) who is in the service of the state, or;
(b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
(c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

14. If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.

15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

15. If the bidder has abused the EMM’s Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.

16. In the event of non-submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:
   (17.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
   (17.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
   (17.3). Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.
   (17.4). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
   (17.5). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

17. Please check special requirements in scope of work in document for additional attachments.

18. If the following have not been fully completed and signed:
   FORM OF BID - Declaration
   FORM “B” - Declaration of Interest
   FORM “C” - Declaration for Procurement above R10 Million (if applicable)
   FORM “D” - Declaration of Bidder’s Past SCM Practices
   FORM “E” - Certificate of Independent Bid Determination
   FORM “G” - Declaration for municipal accounts
   FORM “H” - Declaration for municipal accounts where bids are expected to exceed R10 million
NOTE:
1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
   1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
   1.2. BID, TENDER AND VARIATIONS THEREOF
   1.3. JOINT VENTURE / CONSORTIUM

2. **Very important notice** Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.

3. **The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV's if not specifically requested**

PLEASE NOTE

POSSIBLE AMENDMENTS/ADENDUM MAY BE ADVERTISED ON THE EMM WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE EMM WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID.
EKURHULENI METROPOLITAN MUNICIPALITY

Bids are hereby invited for the following:

HEALTH AND SOCIAL DEVELOPMENT
Primary Health Care Services

CONTRACT NO.: A-HEA 09/2017

DESCRIPTION: The appointment of a service provider to design, supply and delivery of uniforms for the nursing personnel on an as and when required basis from the date of award until 30 June 2019.

DOC. FEE: R250.00

CLOSING DATE: 07 MARCH 2017

Bidders must note that this bid may be awarded to more than one bidder.

Bidders must note that only textile, clothing, leather and footwear that is 100% locally produced or locally manufactured and from local raw material or input will be considered.

Acceptable bids will be evaluated by using a system that awards points on the basis of 90 points for bid price and a maximum of 10 points for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor.

PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY’S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT

Bid documents will be available as from 12:00 on MONDAY, 06 FEBRUARY 2017, and thereafter on weekdays from 08:00 until 15:00 ONLY, upon payment of a cash non-refundable document fee of R250-00 per set, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

An information session will be held at 10:00 on TUESDAY, 14 FEBRUARY 2017. Prospective bidders are requested to meet on the said date and time at: ALBERTON CIVIC CENTRE, 3RD FLOOR, MAIN AUDITORIUM, ALWYN TALJAARD STREET AND NEW REDRUTH STREET, ALBERTON. Bid documentation will not be available at the information session.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the CONTRACT NUMBER AND DESCRIPTION and placed in bid box number FOUR (04), on the Ground Floor, 68 Woburn Avenue, Benoni, not later than 10:00 on TUESDAY, 07 MARCH 2017. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Ms. Lydia Motlhale at e-mail address motlhalel@ekurhuleni.gov.za

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

DR. I. MASHAZI
CITY MANAGER
EMM

NAME OF BIDDING ENTITY …………………………………………………………………
FORM OF BID
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY
OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED
BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

GENERAL DECLARATION:

To: The City Manager
Ekurhuleni Metropolitan Municipality
Private bag X1069
GERMISTON
1400
Sir/Madam,

I/We, the undersigned (hereinafter referred to as “the bidder”):

(a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY [hereinafter referred to as “the EMM”] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;

(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

(c) further agree to be bound by those conditions, set out in, “FORM OF BID AND FORMS A - N”, attached hereto, should this bid be accepted in whole or in part;

(d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;

(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the bidder;

(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;

(h) acknowledge that the information furnished is true and correct;

(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;

(j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and
(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

(l) declare that the signatory to the bid document is duly authorised; and

(m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.

(n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If YES the following information must be supplied:

1. The name(s) of the other Bidder(s) involved ………………………………………………
   ………………………………………………
   ………………………………………………

2. The full details of the Bidder(s) participation ………………………………………………
   ………………………………………………
   ………………………………………………

(p) declare that all of the information furnished is true and correct

Signed at........................................................................this.................day of.................................................. 20……...

Name of Authorised Person: ________________________________

Authorised Signature: ________________________________

Name of Bidding Entity: ________________________________

Date: ________________________________

As witness: 1. ________________________________
PLEASE NOTE:

- The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.

- Bidders must sign the Form of Bid as well as Form “K” (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the EMM, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.

- If particulars required in respect of the bid have not been completed the bid will be rejected, except, if only the Broad –Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.

- In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil) the bid will be rejected.
NAME OF BIDDING ENTITY ..............................................................................

FORM “A”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY
OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED
BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

PROCUREMENT FORM

ADJUDICATION OF BIDS
Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is
provided as a guideline in this regard.

1. Technical adjudication and General Criteria
Bids will be adjudicated in terms of inter alia:
   • Compliance with bid conditions
   • Technical specifications
   If the bid does not comply with the bid conditions or technical specifications, the bid shall be
     rejected. See page 3 and 4 for examples.

2. Infrastructure and resources available
Evaluation of the following in terms of the size, nature and complexity of goods and/or services
required:
   • Physical facilities
   • Plant and equipment available for the contract owned by the bidder
   • Plant and equipment the bidder intends renting or acquiring, should the contract be
     awarded to him.

3. Size of enterprise and current workload
Evaluation of the bid’s position in terms of:
   • Previous and expected current annual turnover
   • Current contractual obligations
   • Capacity to execute the contract

4. Staffing profile
Evaluation of the bid’s position in terms of:
   • Staff available for this contract being bided for
   • Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience
Evaluation of the bid’s position in terms of his previous experience. Emphasis will be placed on
the following:
   • Experience in the relevant technical field
   • Experience of contracts of similar size
Some or all of the references will be contacted to obtain their input.

6. **Financial ability to execute the contract**
   Evaluation of the bid’s financial ability to execute the contract. Emphasis will be placed on the following:
   - Surety proposed
   - Estimated cash flow
   - Contact the bidder’s bank manager to assess the bidder’s financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. **Good standing with SA Revenue Service**
   Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.
   The bidder **must affix a valid original Tax Clearance Certificate or copy thereof**, to the last page of the bid document.
   In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
   Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
   Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
   **NB:**
   If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

8. **Adjudication using a Points System**
   Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
   For bids with a bid amount equal to or below R 1 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000.00 (all applicable taxes included) a maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.
A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Evaluation on Functionality
9.1 Regulation 4 of the Preferential Procurement Regulations, 2011 provides as follows:

1. “An organ of state must indicate in the invitation to submit a tender if that tender will be evaluated on functionality,

2. The evaluation criteria for measuring functionality must be objective.

3. When evaluating tenders on functionality, the-
   (a) evaluation criteria for measuring functionality;
   (b) weight of each criterion;
   (c) applicable values; and
   (d) minimum qualifying score for functionality,
   must be clearly specified in the invitation to submit a tender.

4. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation,

5. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference point systems prescribed in Regulations 5 and 6.”

9.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

10. Remedies
The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled.

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

“13 (1) An organ of state must, upon detecting that-
   (a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
   (b) Any of the conditions of the contract have not been fulfilled,
act against the tenderer or person awarded the contract.
(2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –

(a) Disqualify the perd directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after audi alteram partem (hear the other side) rule has been applied; and

(b) Forward the matter for criminal prosecution."
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (One Million Rand) (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the (90/10) system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

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

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

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 "contract" means the agreement that results from the acceptance of a bid by an organ of state;

2.9 "EME" means any enterprise with an annual total revenue of R5 million or less .

2.10 "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 "non-firm prices" means all prices other than "firm" prices;

2.13 "person" includes a juristic person;

2.14 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 "sub-contract" means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points may be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
4. POINTS AWARDED FOR PRICE

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

(c) A maximum of 80 or 90 points is allocated for price on the following basis from the tendering process;

(d) recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(e) 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;

(f) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders an

\[
Ps = \begin{cases} 
80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) & \text{for the 80/20 system} \\
90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) & \text{for the 90/10 system}
\end{cases}
\]

Where
\[
Ps = \text{Points scored for comparative price of bid under consideration} \\
Pt = \text{Comparative price of bid under consideration} \\
P_{\text{min}} = \text{Comparative price of lowest acceptable bid}
\]

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ................ = ............... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?.................................%  
(ii) the name of the sub-contractor? .............................................................
(iii) the B-BBEE status level of the sub-contractor?.................................
(iv) whether the sub-contractor is an EME? YES / NO

(delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY

9.1 Name of bidding entity: .................................................................

9.2 VAT registration number: .................................................................

9.3 Registration number of bidding entity: .................................................................

9.4 TYPE OF ENTITY

[TICK APPLICABLE BOX]

□ Partnership/Joint Venture / Consortium

□ One-person business/sole proprietor
☐ Close corporation
☐ Company
☐ Trust
☐ Other (specify) .................................

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
........................................................................................................................................................................
........................................................................................................................................................................
........................................................................................................................................................................

9.6 CLASSIFICATION
[TICK APPLICABLE BOX]
☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

9.7 MUNICIPAL INFORMATION
Municipality where business is situated ..............................................
Consumer Account Number ..............................................
Stand Number ..............................................

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION DETAILS?
Date of Registration___________;
Date that commenced business, if different to date of registration___________

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the bidder, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the bidder for the preference(s) shown and I / we acknowledge that:
(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution
WITNESSES:

1. .............................................

2. .............................................

SIGNATURE(S) OF BIDDER(S)

DATE: .................................

ADDRESS: .................................
GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?  
(Tick applicable box)

YES NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?  
(Tick applicable box)

YES NO

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

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
☐ A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (Tick applicable box)

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

| Sole proprietor |                  |
| Partnership     |                  |
| Close corporation |              |
| Company         |                  |
| Joint venture/ Consortium | |
| Trust           |                  |
| Tertiary Institution |         |
| Public Entity   |                  |

3. In the case of a Joint venture/Consortium, provide details on joint venture/consortium partners:

<table>
<thead>
<tr>
<th>Joint venture/Consortium member</th>
<th>Type of entity (as defined above)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Income tax reference number: (COMPULSORY) (In the case of a joint venture/consortium, provide for all joint venture/consortium members)

________________________________________  _________________________
________________________________________  _________________________
5. VAT registration number (COMPULSORY):
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

____________________________      _________________________
____________________________       _________________________

6. Company, close corporation, or trust registration number (COMPULSORY):
(In the case of a joint venture, provide for all joint venture members)

____________________________      _________________________
____________________________       _________________________

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/consortiums the following must be attached:
   - Written authority of each JV / consortium partner, for authorized signatory.
   - The joint venture/consortium agreement.

9. For Trusts the following must be attached
   a. Certified copy of the trust deed;
   b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
   c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON : .................................................................

DATE : .............................................................................................................
DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,
(In the event of a joint venture/consortium, to be completed by all of the above of the joint venture/consortium partners)

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Identity Number</th>
<th>Relevant qualifications and experience</th>
<th>Years of relevant experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**DETAILS OF BIDDING ENTITY’S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<table>
<thead>
<tr>
<th>DESCRIPTION OF BANK DETAIL</th>
<th>BANK DETAILS APPLICABLE TO BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bank</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td></td>
</tr>
<tr>
<td>Branch name</td>
<td></td>
</tr>
<tr>
<td>Branch code</td>
<td></td>
</tr>
<tr>
<td>Street address</td>
<td></td>
</tr>
<tr>
<td>Postal address</td>
<td></td>
</tr>
<tr>
<td>Telephone number</td>
<td>(      )</td>
</tr>
<tr>
<td>Fax number</td>
<td>(      )</td>
</tr>
<tr>
<td>Account number</td>
<td></td>
</tr>
<tr>
<td>Type of account, (i.e. cheque account)</td>
<td></td>
</tr>
</tbody>
</table>
The parties hereto form a Joint Venture/ Consortium for the purpose of jointly bidding and obtaining the award of contract for THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019; and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture/ Consortium shall be:
Full Name and address of Lead enterprise

...........................................................................................................       .......%

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

Full Name and address of 2nd enterprise

...........................................................................................................       .......%

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

Full Name and address of 3rd enterprise

...........................................................................................................       .......%

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

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/ Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/ Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/ Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or
The work undertaken by the Joint Venture/Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the EMM or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner**

Name ........................................................

Designation ...................................................

Signed at............................................ on .................................................

**Authorised Signature of 2nd Partner**

Name ........................................................

Designation ...................................................

Signed at............................................ on .................................................

**Authorised Signature of 3rd Partner**

Name ........................................................

Designation ...................................................

Signed at............................................ on .................................................

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures
GENERAL CRITERIA

Provide information on the following:

Infrastructure and resources available

Physical facilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Area (m²)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Plant / Equipment

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

<table>
<thead>
<tr>
<th>Description : Owned Plant / Equipment</th>
<th>Number of units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Description : Owned Plant / Equipment (continued)</td>
<td>Number of units</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Description : Hired Plant / Equipment</td>
<td>Number of units</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Description : Plant / Equipment to be purchased</td>
<td>Number of units</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Size of enterprise and current workload**

What was your turnover in the previous financial year?  
R ........................................................................................................

What is the estimated turnover for your current financial year?  
R ........................................................................................................

List your current contracts and obligations

<table>
<thead>
<tr>
<th>Description</th>
<th>Value (R)</th>
<th>Start date</th>
<th>Duration</th>
<th>Expected completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?  
__________________________________________________________________________

**SMME STATUS - (COMPULSORY)**

**TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES**

Provide details on the following

<table>
<thead>
<tr>
<th>Sector/Sub-Sector in accordance with the Standard Industrial Classification</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Full-time Equivalent of paid Employees</td>
<td></td>
</tr>
<tr>
<td>Total Annual Turnover</td>
<td></td>
</tr>
<tr>
<td>Total Gross Asset Value</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE** : If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.
NAME OF BIDDING ENTITY .................................................................

EQUITY OWNERSHIP – (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership. In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Position occupied in Enterprise</th>
<th>Identity number</th>
<th>Citizenship</th>
<th>Gender Male / Female</th>
<th>Race</th>
<th>HDI Status (Y/N)</th>
<th>% Owned by HDI's</th>
<th>% Owned by Women</th>
<th>% Owned by Black</th>
<th>% Owned by White</th>
<th>% Owned by Disabled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PLEASE NOTE

KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVEMENTIONED MEMBERS
Staffing Profile
Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

<table>
<thead>
<tr>
<th>Own staff</th>
<th>Number of staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Staff to be employed for the project</th>
<th>Number of staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Position in your organisation</th>
<th>Qualifications</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Previous experience

Provide the following information on relevant previous experience (indicate specifically) projects of similar or larger size and/or which is similar with regard to type of work.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

<table>
<thead>
<tr>
<th>Description (of work done)</th>
<th>Value (R, VAT excluded)</th>
<th>Start date</th>
<th>Duration</th>
<th>Completed date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Name (contact person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Organisation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tel no</td>
</tr>
</tbody>
</table>
Financial ability to execute the project

Provide details on the surety you will provide if the bid is awarded to you

___________________________________________________________________________

Which of the following institutions will provide surety? (details must be provided) (Refer to Form “M” – Special Conditions of Contract)

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):


- Cash:________________________

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer utilizing the underlying table

<table>
<thead>
<tr>
<th>Month no</th>
<th>Amount (VAT included)</th>
<th>Cumulative cash flow</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a Received</td>
<td>b Payments made</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>d</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>e</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>f</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>g</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>h</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Etc</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Etc</td>
<td></td>
</tr>
</tbody>
</table>

Maximum negative cash flow. Take the largest negative number in the last column and write it in here

NOTES

(i) Value added tax to be included in all amounts
(ii) Assume payment of certificates within 30 days of approval of certificate

From what source will you fund the above negative cash flow amount (e.g. Funds internally available, bank overdraft, loan, etc)
OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of “Good Standing” with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file in terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.
PLEASE REMEMBER:

(1) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;

(2) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;

(3) TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;

(4) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;

(5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT

(6) BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.
NAME OF BIDDING ENTITY ……………………………………………………………

FORM “B”

EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

1. 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 Owner of the Bidding Entity: ………………………………………...

3.2 Identity Number if applicable: ……………………………………………………..

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

3.4 Company Registration Number: ……………………………………………………

3.5 Tax Reference Number: ……………………………………………………………

3.6 VAT Registration Number: …………………………………………………………

¹MSCM Regulations: “in the service of the state” means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in
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? (Tick applicable box)  

\[\text{YES} \quad \text{NO}\]

3.8.1 If yes, furnish particulars. .........................................................................................................................

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

3.9 Have you been in the service of the state for the past twelve months? (Tick applicable box)  

\[\text{YES} \quad \text{NO}\]

3.9.1 If yes, furnish particulars ............................................................

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

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? (Tick applicable box)  

\[\text{YES} \quad \text{NO}\]

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

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

3.11 Are you aware of any relationship (close family member, partner or associate) 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? (Tick applicable box)  

\[\text{YES} \quad \text{NO}\]

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? (Tick applicable box)  

\[\text{YES} \quad \text{NO}\]

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?

(Tick applicable box)

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?

(Tick applicable box)

3.14.1 If yes, furnish particulars:


<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Employee Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CERTIFICATION

I, THE UNDERSIGNED (NAME) ..........................................................................................................................
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

.............................................  .............................................
Signature                                                                 Date

.............................................  .............................................
Capacity                                                                      Name of Bidding Entity
NAME OF BIDDING ENTITY …………………………………………………………………

FORM “C”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

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

MUST BE COMPLETED FOR THIS BID

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?  
(Tick applicable box)  
If yes:  

1.1.1 If a bidder is a registered company  required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No. 71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).

1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?  
(Tick applicable box)  

1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1, 1.1.2 and 1.1.3 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO, un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? (Tick applicable box)

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

2.2 If yes, provide particulars.

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? (Tick applicable box)

3.1 If yes, furnish particulars.

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? (Tick applicable box)

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 AND/OR THE EMM MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

..................................................  .......................................................... 
Signature                     Date

..................................................  .......................................................... 
Position                      Name of Bidder
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. wilfully 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? 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.</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
### 4.2.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 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?

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 4.3.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 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?

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 4.4.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 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?

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 4.7.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) …………………………………………………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Signature .......................................................... Date ..............................................

Position .......................................................... Name of Bidder ..................................
NAME OF BIDDING ENTITY .................................................................

FORM “E”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Form “E” must form part of all bids¹ invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This Form “E” 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 (Form “E”) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

in response to the invitation for the bid made by:

EKURHULENI METROPOLITAN MUNICIPALITY

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

I certify, on behalf of: __________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[ LC = [1 - \frac{x}{y}] \times 100 \]

Where
\[ x \] is the imported content in Rand
\[ y \] is the bid price in Rand excluding value added tax (VAT)

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


1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. “bid” includes written price quotations, advertised competitive bids or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITIES PER YEAR</th>
<th>% LOCAL CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td>BLOUSES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1.1</td>
<td>SHORT SLEEVE SHIRT STYLE BLOUSE</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.1.2</td>
<td>SHORT SLEEVE COLLARLESS STYLE BLOUSE</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.1.3</td>
<td>THREE QUARTER SLEEVE SHIRT STYLE BLOUSE</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.1.4</td>
<td>THREE QUARTER SLEEVE COLLARLESS BLOUSE</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Camisole Style for Summer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.2.1</td>
<td>COLLARLESS SLEEVELESS LONG CAMISOLE</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.2.2</td>
<td>COLLARLESS SLEEVELESS SHORT CAMISOLE</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.2.2.3</td>
<td>COLLARLESS CAMISOLE WITH SMALL SHOULDER SLEEVE/ CAP SLEEVE</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1</td>
<td>JACKETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1.1</td>
<td>LINED COLLARLESS SHORT SLEEVED JACKETS</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.3.1.2</td>
<td>LINED COLLARLESS THREE QUARTER SLEEVED JACKETS</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.3.1.3</td>
<td>LINED SHORT SLEEVED JACKETS WITH COLLAR</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.3.1.4</td>
<td>LINED THREE QUARTER SLEEVED JACKETS WITH COLLAR</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1</td>
<td>SKIRTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1.1</td>
<td>LINED PENCIL SKIRT WITH COVERED BACK SLIT OR PLEATED</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.4.1.2</td>
<td>LINED PANELLED A-LINE SKIRT</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.4.1.3</td>
<td>LINED DROPPED WAIST SKIRT</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.4.1.4</td>
<td>LINED SKIRT WITH ELASTIC WAIST</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1</td>
<td>SLACKS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1.1</td>
<td>SLIM-LINE SLACKS WITH FRONT, SIDE OR BACK ZIP</td>
<td>175</td>
<td>100%</td>
</tr>
<tr>
<td>3.5.1.2</td>
<td>FRONT PLEATED SLACKS WITH FRONT ZIP</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.5.1.3</td>
<td>WIDE LEGS SLACKS</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.5.1.4</td>
<td>SLACKS WITH ELASTICISED WAISTBAND SLACKS</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>ESTIMATE QUANTITIES PER YEAR</td>
<td>% LOCAL CONTENT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>3.6</td>
<td>DRESSES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1</td>
<td>Styles for summer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1.1</td>
<td>LINED SHORT/THREE QUARTER SLEEVE PANELLED DRESS WITH SLIT AT THE BACK</td>
<td>100</td>
<td>100%</td>
</tr>
<tr>
<td>3.6.1.2</td>
<td>LINED SHORT/THREE QUARTER SLEEVE STRAIGHT DRESS WITH SLIT AT THE BACK</td>
<td>100</td>
<td>100%</td>
</tr>
<tr>
<td>3.6.1.3</td>
<td>LINED PLEATED DRESS</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>3.7</td>
<td>GILLET/WAIST COAT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7.1</td>
<td>LINED LONG GILLET</td>
<td>50</td>
<td>100%</td>
</tr>
<tr>
<td>3.7.2</td>
<td>LINED WAISTCOAT</td>
<td>100</td>
<td>100%</td>
</tr>
<tr>
<td>4.7</td>
<td>DRESSES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------</td>
<td>----------------------</td>
<td>--------</td>
</tr>
<tr>
<td>4.7.1</td>
<td><strong>Styles</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7.1.1</td>
<td>LINED THREE QUARTER SLEEVE PANELLED DRESS WITH LIT AT THE BACK</td>
<td>50</td>
<td>100%</td>
</tr>
<tr>
<td>4.7.1.2</td>
<td>LINED THREE QUARTER SLEEVE STRAIGHT DRESS WITH SLIT AT BACK</td>
<td>350</td>
<td>100%</td>
</tr>
<tr>
<td>4.7.1.3</td>
<td>LINED PLEATED DRESS</td>
<td>100</td>
<td>100%</td>
</tr>
<tr>
<td>4.8</td>
<td>FEMALE CARDIGAN/PULLOVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.8.1</td>
<td>LONG SLEEVE CARDIGAN WITH FRONT BUTTONS</td>
<td>300</td>
<td>100%</td>
</tr>
<tr>
<td>4.8.2</td>
<td>SLEEVELESS PULLOVER CARDIGAN WITHOUT BUTTONS</td>
<td>300</td>
<td>100%</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>ESTIMATED QUANTITIES PER YEAR</td>
<td>% LOCAL CONTENT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>4.10</td>
<td>SHIRTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10.1.1</td>
<td>MALE SHIRT; - SHORT SLEEVE FRONT BUTTONED SHIRT</td>
<td>130</td>
<td>100%</td>
</tr>
<tr>
<td>4.10.1.2</td>
<td>MALE SHIRT; - LONG SLEEVE FRONT BUTTONED SHIRT</td>
<td>130</td>
<td>100%</td>
</tr>
<tr>
<td>4.11</td>
<td>JACKETS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11.1.1</td>
<td>LINED LONG SLEEVE JACKET FOR SUMMER</td>
<td>70</td>
<td>100%</td>
</tr>
<tr>
<td>4.11.1.2</td>
<td>LINED LONG SLEEVE JACKET FOR WINTER</td>
<td>60</td>
<td>100%</td>
</tr>
<tr>
<td>4.12</td>
<td>TROUSERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1.1</td>
<td>UNLINED TAILORED TROUSERS FOR SUMMER; - UNLINED</td>
<td>75</td>
<td>100%</td>
</tr>
<tr>
<td>4.12.1.2</td>
<td>UNLINED TAILORED TROUSERS WITH FRONT PLEAT FOR SUMMER</td>
<td>75</td>
<td>100%</td>
</tr>
<tr>
<td>4.12.1.3</td>
<td>LINED TAILORED TROUSERS FOR WINTER</td>
<td>75</td>
<td>100%</td>
</tr>
<tr>
<td>4.12.1.4</td>
<td>LINED TAILORED TROUSERS WITH FRONT PLEAT FOR WINTER</td>
<td>75</td>
<td>100%</td>
</tr>
<tr>
<td>4.13</td>
<td>SLEEVELESS PULLOVER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13.1.1</td>
<td>PLAIN SLEEVELESS PULLOVER WITHOUT BUTTONS</td>
<td>70</td>
<td>100%</td>
</tr>
<tr>
<td>4.13.2</td>
<td>STRIPED SLEEVELESS PULLOVER</td>
<td>60</td>
<td>100%</td>
</tr>
<tr>
<td>4.14</td>
<td>TIE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1.1</td>
<td>TAILORED TIE TO MATCH UNIFORM (SUMMER &amp; WINTER)</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>4.14.1.2</td>
<td>PINK PRINT/STRIPE FABRIC WITH EKURHULENI LOGO</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>4.14.1.3</td>
<td>WHITE PRINT/STRIPE WITH EKURHULENI LOGO</td>
<td>200</td>
<td>100%</td>
</tr>
<tr>
<td>4.15</td>
<td>COAT</td>
<td>50</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

(Tick applicable box)

YES ☐ NO ☐

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

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

[ ] YES  [ ] NO

5.1. If yes, provide the following particulars:
(a) Full name of auditor: .................................................................
(b) Practice number: ........................................................................
(c) Telephone and cell number: ...........................................................
(d) Email address: ............................................................................

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

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

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

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

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

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

NB
1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

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

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

SIGNATURE: __________________________ DATE: __________

WITNESS No. 1 __________________________ DATE: __________

WITNESS No. 2 __________________________ DATE: __________
### Annex C

#### Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>Designated product(s)</th>
<th>Tender Authority:</th>
<th>Tendering Entity name:</th>
<th>Tender exchange Rate:</th>
<th>Specified local content %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EUR</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**: VAT to be excluded from all calculations.

<table>
<thead>
<tr>
<th>Tender item no's</th>
<th>List of items</th>
<th>Tender price each (excl VAT)</th>
<th>Discounted imported value</th>
<th>Tender value net of exempt imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tender summary</th>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempt imported content</th>
<th>Total imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
</tbody>
</table>

**Signature**: Tenderer from Annex B

Date: ____________________________

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total tender value</th>
<th>Total exempt imported content</th>
<th>Total imported content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
<tr>
<td></td>
<td>(C28)</td>
<td>(C29)</td>
<td>(C30)</td>
</tr>
</tbody>
</table>

(C31) Total tender value

(C28) Total exempt imported content

(C29) Total imported content

(C30) Total local content

(C31) Average local content % of tender
### Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

**A. Exempted imported content**

<table>
<thead>
<tr>
<th>Tender Item No.</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost and VAT</th>
<th>Exempted imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(02)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(03)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**B. Imported directly by the Tenderer**

<table>
<thead>
<tr>
<th>Tender Item No.</th>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost and VAT</th>
<th>Tender Qty</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(02)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local Value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred landing costs &amp; duties</th>
<th>Total landed cost and VAT</th>
<th>Quantity imported</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**D. Other foreign currency payments**

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>Local Supplier: ending the payment</th>
<th>Overseas beneficiary</th>
<th>Foreign currency value paid</th>
<th>Tender Rate of Exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>(01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary**

- Total imported value by tenderer:
- Total imported value by 3rd party:
- Total of foreign currency payments declared by tenderer and/or 3rd party:
Annex E

Local Content Declaration - Supporting Schedule to Annex C

<table>
<thead>
<tr>
<th>Local Products (Goods, Services and Works)</th>
<th>Description of items purchased</th>
<th>Local suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(E6)</td>
<td>(E7)</td>
<td>(E8)</td>
</tr>
</tbody>
</table>

(E9) Total local products (Goods, Services and Works)

<table>
<thead>
<tr>
<th>(E10) Manpower costs</th>
<th>Tenderer's manpower cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E11) Factory overheads</td>
<td>Rental, depreciation &amp; amortisation, utility costs, consumables etc.</td>
</tr>
<tr>
<td>(E12) Administration overheads and mark-up</td>
<td>Marketing, insurance, financing, interest etc.</td>
</tr>
</tbody>
</table>

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: __________________________
DECLARATION FOR MUNICIPAL ACCOUNTS
MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the EMM, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

(i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:

(ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the EMM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

(iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the EMM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction, PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that

(v) I declare that if the bid is awarded to the bidding entity, any monies due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.

(vi) The following account/s of the bidding entity has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
<tbody>
<tr>
<td>..</td>
<td>..</td>
</tr>
<tr>
<td>..</td>
<td>..</td>
</tr>
<tr>
<td>..</td>
<td>..</td>
</tr>
</tbody>
</table>

NAME OF BIDDING ENTITY ………………………………………………………. 

FORM “G”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019
**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
<td></td>
</tr>
</tbody>
</table>

Signed at........................................this................day of...................................... 20...

Name of Duly Authorised Signatory: (Please print).................................................................

Authorised Signature: ..........................................................

As witness: 1. .....................................................................

2. ........................................................................................
DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the Ekurhuleni Metropolitan Municipality (EMM), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

(i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:

(ii). that at the closing date of the bid, the bidder had no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

(iii). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the EMM may take such remedial action as is required.

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that

(v) I declare that if the bid is awarded to the bidding entity, any monies due to the bidding entity by the EMM for services/goods rendered in terms of this bid shall be utilised to offset any monies due to a municipality or a municipal entity.

(vi) The following account/s has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed at................................this............day of........................................... 20....
(NB: If insufficient space above, please submit on a separate page)

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
<td></td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
<td></td>
</tr>
</tbody>
</table>

Signed at.....................................this..............day of........................................ 20…

Name of Duly Authorised Signatory: (Please print) ..................................................

Authorised Signature: ..................................................

As witness: 1. ..........................................................

2. ...............................................................
NAME OF BIDDING ENTITY ………………………………………………………………………

FORM “I”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

SPECIFICATION:

1. SCOPE OF CONTRACT

This contract provides for the make and delivery, in good condition, of Uniforms for Nursing Personnel at various Customer Care Centres, situated in the Ekurhuleni Metropolitan Municipality, on an as and when required basis from date of award until 30 June 2019.

QUANTITIES

Approximately 900 health personnel, both males and females, need to be issued with a corporate uniform wardrobe. Cognisance must be taken that the total number of personnel reflected is subject to change due to the mobility of personnel with the resignations, creating & filling of vacancies to meet additional services and needs.

2. SPECIFICATIONS:

2.1 This is a “made to measure,” and not a “stock item” “project.

2.2 To fit and supply a combination of matched corporate uniform wardrobe for all categories of Nurses and Health Promoters/Community Health Workers within the Health Department of the Ekurhuleni Metropolitan Municipality (EMM).

2.2.1 Categories of personnel include: -

2.2.1.1 Professional Nurse categories both male and female

2.2.1.2 Enrolled/Auxiliary Nurse categories both male and female.

2.2.1.3 Health Promoter/Community Health Worker categories both male and female.

2.2.1.4 Managers: Health Services

2.2.1.5 Chief Pharmacist
2.3 The uniform should provide a wide range of styles from which personnel can choose. The styles and colour range should be durable for approximately three (3) financial years and provide sufficient choice to “mix and match.”

2.4 Styles should accommodate male and females as well as the full range of silhouettes from the very slim to the fuller figure and the very tall and shorter figures.

2.5 The styles, fabric and colour range should be approved by the designated personnel of Ekurhuleni Metropolitan Municipality (Uniform Committee).

2.6 A sample of the swatch material for both seasons for male and female uniforms must be attached to the Bid document.

2.7 It is expected that the following uniform wardrobe will be required during the period of the contract:

   2.7.1 Approximately 900 health personnel, about 153 males and 747 females, need to be issued with a corporate uniform wardrobe. Cognisance must be taken that the total number of personnel reflected is subject to change due to the mobility of personnel with the resignations, creating & filling of vacancies to meet additional services and needs.

   2.7.2 The above quantities, which are given in good faith and without commitment to the Council, are for the purpose of assessing the amount of the approved guarantee bond to be furnished by the Contractor.

   2.7.3 Different corporate uniform wardrobes will be required according to the allowance received by various categories of personnel. Each staff member will require summer and winter outfits depending on the allocated budget and the cost per item. The number of items per person may be reduced to ensure that the total allocated uniform budget is not exceeded.

   2.7.4 One suite of Striped Nay -blue uniform to be provided for Senior Managers, Managers as well a Manager: Nursing Services.

   2.7.5 The Contractor shall be bound to supply whatever quantities the Council actually requires during the period of the contract, irrespective of the extent to which the total quantities ordered may vary from those set out above.

   2.7.6 Delivery of uniforms shall be implemented according to an agreement with the Sub-District Uniform Coordinators.

   2.7.7 Uniforms shall be packed and marked with the owners’ name as well as the facility.
3. SPECIFICATIONS FOR FEMALE SUMMER UNIFORMS

3.1 SUMMER UNIFORMS

3.1.1 Fabric Colour

3.1.1.1 The colour of the basic summer fabric must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

3.1.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid; different shades of the colour must not be used.

3.1.2 Fabric type and texture

3.1.2.1 The fabric for the summer uniform must be lightweight and be appropriate for the summer temperatures

3.1.2.2 The fabric must be crease resistant for everyday wear

3.1.2.3 Preference will be given to Polyester for the summer uniform

3.1.2.4 The percentage combinations of the material must be stated

3.1.2.5 Fabric must be pre-shrunk and stated as such

3.1.2.6 The fabric for the lining of garments must be stated. (Preference will be given to Polyester lining).

3.1.3 Compulsory submission of samples of fabric

3.1.3.1 Bidders must submit samples of the fabric they offer for the summer uniform and lining and to name the type of fabric.
3.2 BLOUSES

3.2.1 Style for summer:

3.2.1.1 Short sleeve shirt style blouse
3.2.1.2 Short sleeve collarless style blouse
3.2.1.3 Three quarter sleeve shirt style blouse
3.2.1.4 Three quarter sleeve collarless blouse

3.2.2 Camisole Style for summer:

3.2.2.1 Collarless sleeveless long camisole
3.2.2.2 Collarless sleeveless short camisole.
3.2.2.3 Collarless camisole with small shoulder sleeve/ “cap sleeve”.

3.2.3 Fabric Colour

3.2.3.1 The colour of the blouse must be Pink and be approved by the Primary Health Care Uniform Committee.
3.2.3.2 The type and colour of the fabric must remain the same throughout the period of the tender, different shades of the colour must not be used.

3.3 JACKETS

3.3.1 Style for summer:

3.3.1.1 Lined collarless short sleeved jackets
3.3.1.2 Lined collarless three quarter sleeved jackets
3.3.1.3 Lined short sleeved jackets with collar
3.3.1.4 Lined three quarter sleeved jackets with collar

3.3.2 Fabric Colour

3.3.2.1 The colour of the jacket must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)
3.3.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must **not** be used.

3.3.3 **Special Conditions:**

3.3.3.1 Epaulette loop and button should be provided on shoulders for personnel who are required to wear distinguishing devices and should be of the correct size to hold an epaulette.

3.3.3.2 Jackets are to be provided with an inside pen pocket.

3.3.3.3 Pockets are to be provided for nurses to carry keys and requirements.

3.3.3.4 A spare button must be provided with each garment.

3.4 **SKIRTS**

3.4.1 **Styles for summer:**

3.4.1.1 Lined pencil skirt with covered back slit or pleated

3.4.1.2 Lined panelled A-line skirt

3.4.1.3 Lined dropped waist skirt

3.4.1.4 Lined skirt with elastic waist

3.4.2 **Fabric Colour**

3.4.2.1 The colour of the skirts must be Navy-blue and be approved by the Primary Health Care Uniform Committee. *(A sample of the swatch of material must be attached to the Bid document)*

3.4.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must **not** be used.

3.4.3 **Special Conditions:**

3.4.3.1 To offer various options for the length of skirts suitable for the business environment namely; knee length and mid-calf lengths.

3.4.3.2 Lengths to accommodate the very tall and very short statures.

3.4.3.3 Inside loops to be provided to enable garments to be hung.
3.5 SLACKS

3.5.1 *Styles for summer:*

3.5.1.1 Slim-line slacks with front, side or back zip
3.5.1.2 Front pleated slacks with front zip
3.5.1.3 Wide legs slacks
3.5.1.4 Slacks with elasticised waistband

3.5.2 *Fabric Colour*

3.5.2.1 The colour of the slack must be Navy-blue and be approved by the Primary Health Care Uniform Committee. *(A sample of the swatch of material must be attached to the Bid document)*
3.5.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid; different shades of the colour must **not** be used.

3.5.3 *Special Conditions:*

3.5.3.1 Tailored ankle length slacks to accommodate the different lengths for short and the very tall person.
3.5.3.2 Inside loops are to be provided to enable garments to be hung.

3.6 DRESSES

3.6.1 *Style for summer:*

3.6.1.1 Lined short sleeve panelled dress with slit at the back.
3.6.1.2 Lined short sleeve straight dress with slit at the back.
3.6.1.3 Lined pleated dress

3.6.2 *Fabric Colour*

3.6.2.1 The colour of the dress must be Navy-blue and be approved by the Primary Health Care Uniform Committee. *(A sample of the swatch of material must be attached to the Bid document)*
3.6.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must **not** be used.
3.6.3 *Special Conditions:*

3.6.3.1 To offer option of length suitable for the business environment to accommodate the very tall person
3.6.3.2 Epaulette loops and buttons should be provided on shoulders for personnel who are required to wear distinguishing devices and should be of the correct size to hold epaulettes.

3.7 **GILLET/WAISTCOAT**

3.7.1 *Fabric Colour*

3.7.1.1 The colour of the gillet/waistcoat must be Navy-blue and be approved by the Family Health Uniform Committee. (*A sample of the swatch of material must be attached to the Bid document*)

3.7.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must **not** be used.

3.7.2 *Special Conditions:*

3.7.2.1 Gillets and waistcoats are to be provided with an inside pen pocket
3.7.2.2 To provide a spare button
3.7.2.3 Epaulette loops and buttons should be provided on shoulders for personnel who are required to wear distinguishing devices and should be of the correct size to hold epaulettes.

4. **SPECIFICATIONS FOR FEMALE WINTER UNIFORMS**

4.1 **WINTER UNIFORMS**

4.1.1 *Fabric Colour*

4.1.1.1 The colour of the basic winter fabric must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (*A sample of the swatch of material*  

*Must be attached to the Bid document*)
4.1.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid; different shades of the colour must **not** be used.

4.1.2 **Fabric type and texture**

4.1.2.1 The fabric for the winter uniform must be appropriate for the winter temperatures

4.1.2.2 The fabric must be crease resistant for everyday wear

4.1.2.3 Preference will be given to a Winter Polyester fabric.

4.1.2.4 The percentage combinations of the fabric must be stated.

4.1.2.5 Fabric must be pre-shrunken and stated as such.

4.1.2.6 The fabric for the lining of garments must be stated. (Preference will be given to Polyester lining).

4.1.3 **Compulsory submission of samples of fabric**

Bidders must submit samples of **the fabric they offer** for the winter uniform, material and lining and to name the type of fabric.

4.2 **COAT**

4.2.1 **Fabric Colour**

4.2.1.1 The colour of the coat must be Navy-blue and be approved by the Primary Health Care Committee. (**A sample of the swatch of material must be attached to the Bid document**)

4.2.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must **not** be used.

4.2.2 **Special Conditions:**

4.2.2.1 The fabric must be heavy or winter temperatures - Melton Fabric

4.2.2.2 Coat is to be provided with an inside pen pocket.

4.2.2.3 Pockets are to be provided for nurses to carry keys and requirements.

4.2.2.4 A spare button must be provided with each garment.
4.3  BLOUSES

4.3.1  Blouses for winter:

4.3.1.1 Long sleeve shirt style blouse
4.3.1.2 Long sleeve collarless style blouse

4.3.2  Camisole Style for winter:

4.3.2.1 Collarless sleeveless long camisole
4.3.2.2 Collarless sleeveless short camisole.
4.3.2.3 Collarless camisole with small shoulder sleeve/ “cap sleeve”.

4.3.3  Fabric Colour

4.3.3.1 The colour of the blouse must be white and be approved by the Primary Health Care Uniform Committee.

4.3.3.2 The type, texture and colour of the fabric must remain the same throughout the period of the tender, different shades of the colour must not be used.

4.3.4  Fabric type and texture

4.3.4.1 The print must be of a soft lightweight fabric that is crease resistant for everyday wear. Preference will be given to Polyester Koshiba
4.3.4.2 The percentage combinations of the material must be stated.
4.3.4.3 Fabric must be pre-shrunk and stated as such.

4.3.5  Compulsory submission of samples of fabric

4.3.5.1 Bidders must submit samples of the fabric offered by them and to name the type of fabric.

4.4  JACKETS

4.4.1  Style for winter:

4.4.1.1 Lined collarless long sleeved jackets
4.4.1.2 Lined long sleeved jackets with collar

4.4.2 Fabric Colour

4.4.2.1 The colour of the jacket must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.4.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.4.3 Special Conditions:

4.4.3.1 Epaulette loop and button should be provided on shoulders for personnel who are required to wear distinguishing devices and should be of the correct size to hold an epaulette.

4.4.3.2 Jackets are to be provided with an inside pen pocket.

4.4.3.3 Pockets are to be provided for nurses to carry keys and requirements.

4.4.3.4 A spare button must be provided with each garment.

4.5 SKIRTS

4.5.1 Styles for winter:

4.5.1.1 Lined pencil skirt with covered back slit or pleated

4.5.1.2 Lined panelled A-line skirt

4.5.1.3 Lined dropped waist skirt

4.5.1.4 Lined skirt with elastic waist

4.5.2 Fabric Colour

4.5.2.1 The colour of the skirts must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.5.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.
4.5.3 **Special Conditions:**

4.5.3.1 To offer various options for the length of skirts suitable for the business environment namely; knee length and mid-calf lengths.

4.5.3.2 Lengths to accommodate the very tall and very short statures.

4.5.3.3 Inside loops to be provided to enable garments to be hung.

4.6 **SLACKS**

4.6.1 **Styles for winter:**

4.6.1.1 Slim-line slacks with front, side or back zip

4.6.1.2 Front pleated slacks with front zip

4.6.1.3 Wide legs slacks

4.6.1.4 Slacks with elasticised waistband

4.6.2 **Fabric Colour**

4.6.2.1 The colour of the slack must be Navy-blue and be approved by the Primary Health Care Uniform Committee. *(A sample of the swatch of material must be attached to the Bid document)*

4.6.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.6.3 **Special Conditions:**

4.6.3.1 Tailored ankle length slacks to accommodate the different lengths for short and the very tall person.

4.6.3.2 Inside loops are to be provided to enable garments to be hung.

4.7 **DRESSES**

4.7.1 **Styles for winter:**

4.7.1.1 Lined three quarter sleeve paneled dress with slit at the back.

4.7.1.2 Lined three quarter sleeve straight dress with slit at the back.

4.7.1.3 Lined pleated dress
4.7.2 Fabric Colour

4.7.2.1 The colour of the dress must be Navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.7.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.7.3 Special Conditions:

4.7.3.1 To offer option of length suitable for the business environment to accommodate the very tall person

4.7.3.2 Epaulette loops and buttons should be provided on shoulders for personnel who are required to wear distinguishing devices and should be of the correct size to hold epaulettes.

4.8 FEMALE CARDIGAN/PULLOVER

4.8.1 Long sleeve cardigan with front buttons

4.8.2 Sleeveless pullover cardigan without buttons

4.9 SPECIFICATIONS SUMMER AND WINTER UNIFORMS FOR MALES

4.9.1 Fabric Colour

4.9.1.1 The colour of the basic summer fabric must be Navy-blue (A sample of the swatch of material must be attached to the Bid document)

4.9.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.9.2 Fabric type and texture

4.9.2.1 The fabric for the summer uniform must be lightweight and be appropriate for the summer temperatures

4.9.2.2 The fabric for winter uniform must be heavy and appropriate for winter temperatures

4.9.2.3 The fabric must be crease resistant for everyday wear

4.9.2.4 The fabric must be smooth weave Polyester 65% and Viscose 35% blend.
4.9.2.5 The percentage combinations of the fabric and the type of weave must be stated by the Bidder.

4.9.2.6 Fabric should be pre-shrunk and be stated as such.

4.9.2.7 The fabric for the lining of garments must be stated. (Preference will be given to Polyester lining).

4.9.3 Compulsory submission of samples of fabric

4.9.3.1 Bidders must submit samples of the fabric offered by them and state the name of the fabric, type of fabric and the combination of fabric.

4.9.3.2 The fabric must be approved by the Primary Health Care Uniform Committee.

4.10 SHIRTS

4.10.1 Styles

4.10.1.1 Long/Short sleeve shirt for summer - pink

4.10.1.2 Long sleeve shirt for winter - white

4.10.2 Fabric Colour:

4.10.2.1 Two colours of fabric must be offered for the male shirts; White and Pink as approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.10.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.10.3 Fabric type and texture

4.10.3.1 The fabric for the shirts must be crease resistant for everyday wear.

4.10.3.2 Preference will be given to fabric combination of Cotton 55% and Polyester 45%.

4.10.3.3 The percentage combinations of the fabric must be stated.

4.10.3.4 Fabric must be pre-shrunk and stated as such.
4.10.4 Compulsory submission of samples of fabric

4.10.4.1 Bidders must submit samples of the fabric offered by them and state the name of the fabric, type of fabric and the combination of fabric.

4.10.5 Special Conditions: -

4.10.5.1 A spare button needs to be provided with each garment.

4.11 JACKETS

4.11.1 Style:

4.11.1.1 Lined long sleeve jacket for summer

4.11.2 Fabric Colour

4.11.2.1 The colour of the jacket must be navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.11.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.11.3 Special Conditions: -

4.11.3.1 Epaulette loop and button should be provided on shoulders for personnel who are required to wear distinguishing devices.

4.11.3.2 A spare button to be provided with each garment.

4.11.3.3 Jackets to be provided with five (5) pockets, namely; three (3) outside and two (2) inside pockets.

4.12 TROUSERS

4.12.1 Style:
4.12.1.1 Unlined tailored trousers for summer
4.12.1.2 Unlined tailored trousers with front pleats for summer
4.12.1.3 Lined tailored trousers for winter
4.12.1.4 Lined tailored trousers with front pleat for winter

4.12.2 Fabric Colour

4.12.2.1 The colour of the trouser must be navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.12.2.2 The colour of the trouser must match the jacket.

4.12.2.3 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.

4.12.3 Special Conditions: -

4.12.3.1 Tailored to ankle length to accommodate very tall and very short people.

4.13 SLEEVELESS PULLOVER

4.13.1 Style:

4.13.1.1 Plain Sleeveless vertical/oblique striped pullover without buttons
4.13.1.2 Pink striped sleeveless pullover
4.13.1.3 White Striped sleeveless pullover

4.13.2 Fabric Colour

4.13.2.1 The colour of the pullover must be navy-blue and be approved by the Primary Health Care Uniform Committee. (A sample of the swatch of material must be attached to the Bid document)

4.13.2.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.
4.13.3 Fabric:

4.13.3.1 Preference will be given to Wool Blend
4.13.3.2 The percentage combination of the material is to be stated.
4.13.3.3 Fabric must be pre-shrunk and stated as such.

4.14 Tie

4.14.1 Style:

4.14.1.1 Tailored tie to match uniform (Summer & Winter)
4.14.1.2 Pink print/stripe material with the Ekurhuleni Logo
4.14.1.3 White print/stripe fabric with Ekurhuleni Logo in line with the Marketing and Branding Department Specifications

4.14.2 Special Conditions: -

4.14.2.1 Provide two different print fabrics for ties: -

4.14.2.1.1 One (1) tie to match the basic Pink of the summer uniform. Preference will be given to print/stripe material with the Ekurhuleni Logo. (A sample of the swatch of material must be attached to the Bid document).

4.14.2.1.2 One (1) tie to match the basic White of the winter uniform. Preference will be given to print/stripe material with the Ekurhuleni Logo. (A sample of the swatch of material must be attached to the Bid document)

4.15 Coat

4.15.1 Fabric Colour

4.15.1.1 The colour of the coat must be Navy-blue and be approved by the Primary Health Care Committee. (A sample of the swatch of material must be attached to the Bid document)

4.15.1.2 The type and colour of the fabric must remain the same throughout the period of the Bid, different shades of the colour must not be used.
5 SIZES

Garment sizes must be marked according to standard South African sizes.
The sizes of the garments must range from size 28 to 56 (or larger on request) and accommodate the full range of statures from the very slim to the larger figure and the very tall and shorter.

6 BUTTONS

State type of buttons to be used and additional buttons to be provided per garment.

7 FACILITY AND EXPERIENCE

The company should have premises where the goods are manufactured or made. The EMM has the right to inspect the premises at any time
The company should have experience in manufacturing Corporate Clothing

8 QUALITY OF WORKMANSHIP AND GARMENTS

The workmanship of all garments must be of a high standard to ensure that the panels of garments are matched, symmetrical and that the stitching is durable.
All garments must have double seams namely; be over-locked and seamed to ensure that seams do not pull loose.
The thread must have a colour fastness at least equal to that of the fabric and the shades of the threads must be a fair match to the relevant fabric. Stitch size of the requirements of the best quality workmanship.
The garments should be durable and hard wearing and should have a lifespan of not less than three (3) years. Garments should preferably be washable and drip dry. Washing instructions must be provided

9 FITTING / MEASUREMENTS

Measuring to be done by experienced clothes fitting consultants. Females to be measured by female consultants and males by male consultants.
Samples of the material must be made available to each fitting station.
The Bidder must adjust sizes according to individual built; e.g. 32 waist and 34 hips and leave 1.5 to 2cm seam as well as not less than 3cm hem.
The Bidder must bring samples of all sizes for fitting and make a full-length mirror available during the fitting sessions, so that individuals can order the ‘best fitting’ sizes and styles.
DATES, VENUES AND TIMES FOR FITTING TO BE ARRANGED WITH THE FOLLOWING CONTACT PERSONS FROM EACH SUB-DISTRICT:

<table>
<thead>
<tr>
<th>REGION</th>
<th>NAME</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate</td>
<td>Ms. L. Motlhale</td>
<td><a href="mailto:motlhalel@ekurhuleni.gov.za">motlhalel@ekurhuleni.gov.za</a></td>
</tr>
<tr>
<td>Eastern Customer Care Areas</td>
<td>Ms M Sekabate</td>
<td><a href="mailto:Myrtle.Sekabate@ekurhuleni.gov.za">Myrtle.Sekabate@ekurhuleni.gov.za</a></td>
</tr>
<tr>
<td>Northern Customer Care Areas</td>
<td>Ms. E Steenekamp</td>
<td><a href="mailto:Eunice.Steenekamp@ekurhuleni.gov.za">Eunice.Steenekamp@ekurhuleni.gov.za</a></td>
</tr>
<tr>
<td>Southern Customer Care Areas</td>
<td>Ms. E Stegman</td>
<td><a href="mailto:Elmarie.Stegman@ekurhuleni.gov.za">Elmarie.Stegman@ekurhuleni.gov.za</a></td>
</tr>
</tbody>
</table>

It is anticipated that approximately Six (6) venues per Sub-district will be selected for fitting. All fittings to be completed within a period of five (5) weeks after the Bid has been awarded.

10 DELIVERY

Delivery will be made to each Sub-district within the Ekurhuleni Metropolitan Municipality with a delivery note stating the quantities and description of each garment. Delivery must be made within a period of 2 weeks from date of receipt of an official order.

No claim arising from delivery without an official order issued by the EMM will be considered.

Ekurhuleni Metropolitan Municipality reserves the right to terminate this contract if the Bidder does not comply with any of the specifications of this contract

Each order should be packed individually, be marked with the name and facility of the individual employee, and be accompanied by an individual delivery note per person, on delivery

Orders are to be delivered to the appropriate designated contact person/persons per Sub-district within the Ekurhuleni Metropolitan Municipality or as per the arrangement with each Sub-district Representative.

11 AFTER DELIVERY SERVICE

All problems or discrepancies must be reported to the Bidder within 30 days after an order has been received.

All complaints must be resolved within 30 days after the complaint has been lodged. All items that are returned must be accompanied by a receipt note from the Bidder to that effect.

All items that do not comply with the Bid specifications (fabric and style) must be replaced by the Bidder at no additional cost.
All deliveries must be accompanied by an official delivery note and an invoice, the Municipality will not be held liable for items produced without an official order.

12 ALTERATIONS

Full particulars of the tailoring services offered must be submitted with the Bid documents. The company to do alterations at no additional charge/cost to Council.

All alterations must be completed within thirty (30) days after the garment has been handed to the Bidder.

13 GENERAL

Information to be supplied by the Bidder:
- Does the commodity offered comply with the specification?
- If the offer does not comply with the specification state in what way does it differ?

14 QUANTITIES

Approximately 900 health personnel, about 153 males and 747 females, need to be issued with a corporate uniform wardrobe. Cognisance must be taken that the total number of personnel reflected is subject to change due to the mobility of personnel with the resignations, creating & filling of vacancies to meet additional services and needs.

When supplies are required, the Municipality will endeavour to place orders, on an as and when required basis, in advance.

15 SERVICE LEVEL AGREEMENT

The Head of Department Health and Social Development in collaboration with Corporate Legal Services will ensure that a Service Level Agreement is entered into between the EMM and the prospective bidder.

The service provider is contractually held accountable for services rendered in line with the bid specifications. Failure on the part of the service provider to address problems or discrepancies within within 30 days of notification by the Department of Health and Social Development will result in immediate termination of this contract.
NAME OF BIDDING ENTITY ………………………………………………………………..

FORM “J”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, except as stated hereunder;

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

____________________________________
AUTHORISED PERSON’S SIGNATURE

____________________________________
DATE
### SCHEDULE OF PRICES

**EKURHULENI METROPOLITAN MUNICIPALITY**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BID PRICE (EXCL VAT)</th>
<th>ESTIMATED QUANTITIES PER YEAR</th>
<th>TOTAL PRICE (EXCL VAT)</th>
<th>% LOCAL CONTENT</th>
<th>% FOREIGN CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td><strong>BLOUSES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1</td>
<td><em>Styles for Summer</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.1.1</td>
<td>SHORT SLEEVE SHIRT STYLE BLOUSE</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.1.2</td>
<td>SHORT SLEEVE COLLARLESS STYLE BLOUSE</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.1.3</td>
<td>THREE QUARTER SLEEVE SHIRT STYLE BLOUSE</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.1.4</td>
<td>THREE QUARTER SLEEVE COLLARLESS BLOUSE</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.2</td>
<td><strong>Camisole Style for Summer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.2.2.1</td>
<td>COLLARLESS SLEEVELESS LONG CAMISOLE</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.2.2</td>
<td>COLLARLESS SLEEVELESS SHORT CAMISOLE</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.2.2.3</td>
<td>COLLARLESS CAMISOLE WITH SMALL SHOULDER SLEEVE/ CAP SLEEVE</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td><strong>JACKETS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1</td>
<td><em>Female Style for Summer</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.3.1.1</td>
<td>LINED COLLARLESS SHORT SLEEVED JACKETS</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.3.1.2</td>
<td>LINED COLLARLESS THREE QUARTER SLEEVED JACKETS</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.3.1.3</td>
<td>LINED SHORT SLEEVED JACKETS WITH COLLAR</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>3.3.1.4</td>
<td>LINED THREE QUARTER SLEEVED JACKETS WITH COLLAR</td>
<td>175</td>
<td>175</td>
<td>175</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>BID PRICE PER UNIT (EXCL VAT)</td>
<td>ESTIMATED QUANTITIES PER YEAR</td>
<td>TOTAL PRICE (EXCL VAT)</td>
<td>% LOCAL CONTENT</td>
<td>% FOREIGN CONTENT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------------------------------</td>
<td>------------------------------</td>
<td>------------------------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>3.4</td>
<td>SKIRTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1</td>
<td>Styles for Summer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1.1</td>
<td>LINED PENCIL SKIRT WITH COVERED BACK SLIT OR PLEATED</td>
<td>175</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1.2</td>
<td>LINED PANELLED A-LINE SKIRT</td>
<td>175</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1.3</td>
<td>LINED DROPPED WAIST SKIRT</td>
<td>175</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.4.1.4</td>
<td>LINED SKIRT WITH ELASTIC WAIST</td>
<td>175</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>SLACKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1</td>
<td>Styles for Summer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1.1</td>
<td>SLIM-LINE SLACKS WITH FRONT, SIDE OR BACK ZIP</td>
<td>175</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1.2</td>
<td>FRONT PLEATED SLACKS WITH FRONT ZIP</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1.3</td>
<td>WIDE LEGS SLACKS</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.5.1.4</td>
<td>SLACKS WITH ELASTICISED WAISTBAND SLACKS</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>DRESSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1</td>
<td>Styles for Summer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1.1</td>
<td>LINED SHORT/THREE QUARTER SLEEVE PANELLED DRESS WITH SLIT AT THE BACK</td>
<td>100</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1.2</td>
<td>LINED SHORT/THREE QUARTER SLEEVE STRAIGHT DRESS WITH SLIT AT THE BACK</td>
<td>100</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6.1.3</td>
<td>LINED PLEATED DRESS</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7</td>
<td>GILLET/WAIST COAT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7.1</td>
<td>LINED LONG GILLET</td>
<td>50</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7.2</td>
<td>LINED WAISTCOAT</td>
<td>100</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 1 TOTAL EXCL VAT (FEMALE SUMMER UNIFORM)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BID PRICE PER UNIT (EXCL VAT)</th>
<th>ESTIMATED QUANTITIES PER YEAR</th>
<th>TOTAL PRICE (EXCL VAT)</th>
<th>% LOCAL CONTENT</th>
<th>% FOREIGN CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2</td>
<td>LINED LONG SLEEVED COAT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>BLOUSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>STYLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1.1</td>
<td>SHIRT FOR WINTER</td>
<td>350</td>
<td></td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.3.1.2</td>
<td>LONG SLEEVE SHIRT STYLE BLOUSE</td>
<td>350</td>
<td></td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.3.1.3</td>
<td>LONG SLEEVE COLLARLESS BLOUSE</td>
<td>200</td>
<td></td>
<td>100</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.3.2</td>
<td>CAMISOLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.2.1</td>
<td>STYLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.2.1.1</td>
<td>COLLARLESS SLEEVELESS LONG CAMISOLE</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4.3.2.1.2</td>
<td>COLLARLESS SLEEVELESS SHORT CAMISOLE</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4.3.2.1.3</td>
<td>COLLARLESS CAMISOLE WITH SMALL SHOULDER SLEEVE “CAP SLEEVE”</td>
<td>100</td>
<td></td>
<td>100</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>JACKETS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>STYLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.1.1</td>
<td>LINED COLLARLESS LONG SLEEVE JACKET</td>
<td>350</td>
<td></td>
<td>350</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.4.1.2</td>
<td>LINED LONG SLEEVE JACKET WITH COLLAR</td>
<td>350</td>
<td></td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>SKIRTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.1</td>
<td>STYLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5.1.1</td>
<td>LINED PENCIL SKIRT WITHOUT COVERED BACK SLIT OR PLEATED</td>
<td>300</td>
<td></td>
<td>300</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.5.1.2</td>
<td>LINED SKIRT PANELED A-LINE SKIRT</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4.5.1.3</td>
<td>LINED DROPPED WAIST SKIRT</td>
<td>100</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4.5.1.4</td>
<td>LINED SKIRT WITH ELASTIC WAIST</td>
<td>200</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4.6</td>
<td>SLACKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6.1</td>
<td>STYLES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.6.1.1</td>
<td>SLIM-LINE SLACKS WITH FRONT, SIDE OR BACK ZIP</td>
<td>200</td>
<td></td>
<td>200</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.6.1.2</td>
<td>FRONT PLEATED SLACKS WITH FRONT ZIP</td>
<td>200</td>
<td></td>
<td>100</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.6.1.3</td>
<td>WIDE LEGS SLACKS</td>
<td>200</td>
<td></td>
<td></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.6.1.4</td>
<td>SLACKS WITH</td>
<td>50</td>
<td></td>
<td></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION</td>
<td>BID PRICE PER UNIT (EXCL VAT)</td>
<td>ESTIMATED QUANTITIES PER YEAR</td>
<td>TOTAL PRICE (EXCL VAT)</td>
<td>% LOCAL CONTENT</td>
<td>% FOREIGN CONTENT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------------------------------</td>
<td>-----------------------------</td>
<td>------------------------</td>
<td>-----------------</td>
<td>------------------</td>
</tr>
<tr>
<td></td>
<td>ELASTICISED WAISTBAND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7</td>
<td>DRESSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7.1</td>
<td>Styles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7.1.1</td>
<td>LINED THREE QUARTER SLEEVE PANELLED DRESS WITH LIT AT THE BACK</td>
<td>50</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7.1.2</td>
<td>LINED THREE QUARTER SLEEVE STRAIGHT DRESS WITH SLIT AT BACK</td>
<td>350</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.7.1.3</td>
<td>LINED PLEATED DRESS</td>
<td>100</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.8</td>
<td>FEMALE CARDIGAN/PULLOVER</td>
<td></td>
<td></td>
<td></td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>4.8.1</td>
<td>LONG SLEEVE CARDIGAN WITH FRONT BUTTONS.</td>
<td>300</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.8.2</td>
<td>SLEEVELESS PULLOVER CARDIGAN WITHOUT BUTTONS.</td>
<td>300</td>
<td>100%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SECTION 2 TOTAL EXCL VAT (FEMALE WINTER UNIFORM)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## MALE SUMMER AND WINTER UNIFORM

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>BID PRICE PER UNIT (EXCL VAT)</th>
<th>ESTIMATED QUANTITIES PER YEAR</th>
<th>TOTAL PRICE (EXCL VAT)</th>
<th>% LOCAL CONTENT</th>
<th>% FOREIGN CONTENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10.1</td>
<td>SHIRTS Styles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10.1.1</td>
<td>MALE SHIRT; - SHORT SLEEVE FRONT BUTTONED SHIRT</td>
<td>130</td>
<td>130</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.10.1.2</td>
<td>MALE SHIRT; -LONG SLEEVE FRONT BUTTONED SHIRT</td>
<td>130</td>
<td>130</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11.1</td>
<td>JACKETS Styles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11.1.1</td>
<td>LINED LONG SLEEVE JACKET FOR SUMMER</td>
<td>70</td>
<td>70</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.11.1.2</td>
<td>LINED LONG SLEEVE JACKET FOR WINTER</td>
<td>60</td>
<td>60</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1</td>
<td>TROUSERS Styles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1.1</td>
<td>UNLINED TAILORED TROUSERS FOR SUMMER; - UNLINED</td>
<td>75</td>
<td>75</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1.2</td>
<td>UNLINED TAILORED TROUSERS WITH FRONT PLEAT FOR SUMMER</td>
<td>75</td>
<td>75</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1.3</td>
<td>LINED TAILORED TROUSERS FOR WINTER</td>
<td>75</td>
<td>75</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.12.1.4</td>
<td>LINED TAILORED TROUSERS WITH FRONT PLEAT FOR WINTER</td>
<td>75</td>
<td>75</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13.1</td>
<td>SLEEVELESS PULLOVER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13.1.1</td>
<td>PLAIN SLEEVELESS PULLOVER WITHOUT BUTTONS</td>
<td>70</td>
<td>70</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.13.2</td>
<td>STRIPED SLEEVELESS PULLOVER</td>
<td>60</td>
<td>60</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1</td>
<td>TIE Style</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1.1</td>
<td>TAILORED TIE TO MATCH UNIFORM (SUMMER &amp; WINTER)</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1.2</td>
<td>PINK PRINT/STRIPED FABRIC WITH EKURHULENI LOGO</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.14.1.3</td>
<td>WHITE PRINT/STRIPED WITH EKURHULENI LOGO</td>
<td>200</td>
<td>200</td>
<td>100%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.15</td>
<td>COAT</td>
<td></td>
<td></td>
<td>50</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 3 TOTAL EXCL VAT (MALE SUMMER AND WINTER UNIFORM)**
SUMMARY OF PRICING

<table>
<thead>
<tr>
<th>Section</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL: SECTION 1 (FEMALE SUMMER UNIFORM)</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL: SECTION 2 (FEMALE WINTER UNIFORM)</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL: SECTION 3 (MALE SUMMER AND WINTER UNIFORM)</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL: SECTION 1, 2 &amp; 3 EXCL VAT</td>
<td>R</td>
</tr>
<tr>
<td>VAT@14%</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL INCLUDING VAT</td>
<td>R</td>
</tr>
</tbody>
</table>

NB: The EMM reserves the right to evaluate and award the bid per section to more than one (01) bidder.

- PLEASE NOTE THAT THE ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSE ONLY.
- THE BID MAY BE EVALUATED AND AWARDED TO MORE THAN ONE BIDDER

QUANTITIES

Due to the uncertainty and fluctuation of the Municipality’s staffing requirements, a rough indication based on present staff establishment can be stated as Approximately 900 health personnel, about 153 males and 747 females can be given as to the quantities for the above-mentioned items which will be required under this contract.

The contractor/s will therefore be required to supply the requirements in such quantities as may be required by the Municipality from time to time. When supplies are required, the Municipality will endeavour to place orders, on an as and when required basis, as far in advance as possible.

This contract requires service provider to supply and deliver any of the Uniform, in any quantities to be indicated by the Ekurhuleni Metropolitan Municipality and to deliver such to designated places in Ekurhuleni within 2 weeks of placing an order.

ESCALATION

**PERIOD ONE (01)**
- BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID

**PERIOD TWO (02)**
- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)
PERIOD THREE (03)

- BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)

PLEASE NOTE:

As this bid is estimated to exceed a rand value of R10 million (VAT, escalation and contingencies included), all bidders are required to furnish, -

(1) If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other equivalent law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.

(2) If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.

(3) Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.

(4) If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (1) and (2) above for each of its financial years since commencing business.

(5) If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

__________________________
Signature of person authorised to sign bid documents

__________________________
Name in block letters

Designation            Date
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 as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.

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

1.4 “Corrupt activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)

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

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

1.7 “Day” means calendar day.

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

1.9 “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.

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

1.11 “GCC” means the General Conditions of Contract.

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

1.13 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry.

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

1.15 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
1.16 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
1.17 “Purchaser” means the organization purchasing the goods.
1.18 “Republic” means the Republic of South Africa.
1.19 “SCC” means the Special Conditions of Contract.
1.20 “SCM” means Supply Chain Management.
1.21 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
1.23 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

6. **Patent Rights and Copyright**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity, as provided for in paragraph 35 (4) of the Supply Chain Management Policy.

7. **Performance security**

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

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

8. **Inspections, tests and analyses**

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

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

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

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

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

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

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

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

9. **Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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**

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**

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**

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 or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

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

16.3 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and proof of fulfilment of other obligations stipulated in the contract.

16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.

16.5 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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**

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**

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**

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.

A supplier shall not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a supplier intends subcontracting more than 25% of the value of the contract to
any other enterprises that does not qualify for at least the points that such a supplier qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract in relation to a designated sector, designated in terms of section 9 of the Preferential Procurement Regulations, 2011, or a contract where it is a specific condition that only locally produced services, works or goods or locally manufactured goods with a minimum threshold for local production and content will be considered, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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

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

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

22. **Penalties**

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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

   (i) the name and address of the supplier and / or person restricted by the purchaser;

   (ii) the date of commencement of the restriction;

   (iii) the period of restriction; and

   (iv) the reasons for the restrictions

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

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

24. **Antidumping and countervailing duties and rights**
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 Purchaser is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

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**

The settlement of disputes will be in terms of paragraph 50 of the EMM SCM Policy, which provides as follows:

“50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
(a) to assist in the resolution of disputes between the municipality and other persons regarding -
   (i) any decisions or actions taken in the implementation of the supply chain management system; or
   (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
(b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.

(3) The person appointed must –
(a) strive to resolve promptly all disputes, objections, complaints or queries received; and
(b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
(a) the dispute, objection, complaint or query is not resolved within 60 days; or
(b) no response is forthcoming within 60 days.

If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

This paragraph must not be read as affecting a person’s rights to approach a court at any time.

28. **Governing language**
   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.

29. **Applicable law**
   The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

   29.1 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.

   29.2 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.

30. **Taxes and duties**
   30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

   30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

   30.3 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.

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

31. **Transfer of contracts**
   The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

32. **Amendment of contracts**
   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 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.

33. **Prohibition of restrictive practices**
33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding.

33.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

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

EKURHULENI METROPOLITAN MUNICIPALITY
SPECIAL CONDITIONS AND UNDERTAKINGS:

1 1.1 DEFINITIONS:
1.1.1 “Accounting Officer” in relation to the Municipality, means the Municipal Manager
1.1.2 Bid* means an offer to supply goods and/or services to the EMM at a specified price or rate;
1.1.3 “Bidder” means any person offering to supply goods and/or services to the EMM;
1.1.4 “CCC” shall mean Customer Care Centre
1.1.5 “CM” shall mean City Manager of EMM appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
1.1.6 “Contractor(s)” means the bidder whose bid has been accepted by the EMM;
1.1.7 “ED” means the Executive Director of the Department in the EMM responsible for this bid or her/his duly authorised representative;
1.1.8 “EMM” or “Municipality” shall mean the Ekurhuleni Metropolitan Municipality;
1.1.9 “Final delivery certificate” means the document issued by the EMM confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
1.1.10 “Letter of acceptance” means the written communication by the EMM to the Contractor recording the acceptance by the EMM of the Contractor's bid subject to the further terms and conditions to be included in the contract;
1.1.11 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
1.1.12 “Termination date” - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate which ever is the latter;
1.1.13 “Value added” means that portion of the bid price not constituting the cost of materials;
1.1.14 “Warranties” - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.

1.2 Interpretation:
1.2.1 In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:-
1.2.2 An expression which denotes-
1.2.2.1 any gender includes the other gender;
1.2.2.2 a natural person includes an artificial or juristic person and vice versa;
1.2.2.3 the singular includes the plural and vice versa;
1.2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
1.2.4 When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a
day which is not a business day, in which case the last day shall be the next
succeeding day which is a business day;

1.2.5 Where any term is defined within a particular clause, other than the interpretation
clause, that term shall bear the meaning ascribed to it in that clause wherever it is
used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:

2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in
the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the EMM;

2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid
documents (and which shall be taken as part of and incorporated into, this bid);

2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution
inserted therein.

2.2 I/we agree further that:

2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the EMM
during the validity period indicated and calculated from the closing time of the bid.

2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the
Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully
acquainted.

2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s)
attached hereto:

2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that
the bid shall remain open for acceptance, or fail to fulfil the contract when
called upon to do so, the EMM may, without prejudice to its other rights,
agree to the withdrawal of my/our bid or cancel the contract that may have
been entered into between me/us and the EMM;

2.2.3.2 in such event, I/we will then pay to the EMM any additional expense incurred
by the EMM for having either to accept any less favourable bid or, if fresh
bids have to be invited, the additional expenditure incurred by the invitation of
fresh bids and by the subsequent acceptance of any less favourable bid;

2.2.3.3 the EMM shall also have the right in these circumstances, to recover such
additional expenditure by set-off against monies which may be due or
become due to me/us under this or any other bid or contract or against any
guarantee or deposit that may have been furnished by me/us or on my/our
behalf for the due fulfilment of this or any other bid or contract;

2.2.3.4 pending the ascertainment of the amount of such additional expenditure the
EMM may retain such monies, guarantee or deposit as security for any loss
the EMM may sustain, as determined hereunder, by reason of my/our
default.

2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter
or facsimile or electronic mail and that proof of delivery of such acceptance to SA
Post Office Ltd or the production of a document confirming that a fax or e-mail has been
sent, shall be treated as delivery to me/us.

2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the
price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and
that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that
I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

**GENERAL BID CONDITIONS & DIRECTIVES**

3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the EMM adheres.

4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the EMM:

4.1 SUPPLY CHAIN MANAGEMENT POLICY;

4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the EMM's Requests for Bids.

5 Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.

6 Bid prices must be submitted on the official bid Form “K” – “Schedule of Prices” form, which must be filled in and completed in all respects.

7 Bids must be submitted in sealed envelopes.

8 Separate envelopes must be used for each bid invitation.

9 The address, bid number and closing date must appear on the front of the envelope.

10 The name and address of the Bidder must appear on the back of the envelope.

11 Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.

12 Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid.

The EMM accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.

13 13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, service charge or the like due to the EMM or any other municipality or municipal entity.

13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the EMM, as contemplated in this clause which arises after the signature date and
before final payment has been made to the Contractor, the Contractor hereby consents to the
EMM deducting from the amount of the bid awarded such amount/s as may be lawfully owing to
the EMM and/or to any CCC located within the area of jurisdiction of the EMM.

13.3 The books and records of the EMM, or any extracts there from certified by the City Manager or
other officer authorised thereto by the EMM shall, for the purposes of this clauses be prima facie
evidence of the amounts lawfully owing to the EMM.

13.4 For purposes of this clause the term "in good standing" means that the Bidder shall not be in any
way lawfully indebted to the EMM and/or to any CCC located within the area of jurisdiction of the
EMM, and/or that such indebtedness shall not be older than thirty (30) days and/or that the
Bidder has concluded an agreement or compromise to settle the indebtedness and is not in
breach of such agreement or compromise;

14 In the event that a contract is awarded, the EMM shall accept the bid that scores the highest total
number of points, having regard to the provisions of Regulations 5 and 6 of the Preferential
Procurement Regulations, 2011, unless objective criteria justify the award to another Bidder as
contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of
2000. The EMM reserves the right to negotiate additional conditions with the Bidder and/or to award a
bid, where it deems appropriate, to more than one (1) Contractor/Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware
of the appropriate regulations and by-laws of the EMM that might have application on the Bidder's
activities in terms hereof.

16 Neither the EMM nor any official in the EMM will be held responsible for loss of a potential opportunity to
bid due to the failure of the Bidder to comply with any of the requirements of these instructions,
including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE
17.1 The covering letter or other matter submitted with the official bid document may explain, amplify
or illustrate, but not replace any part of the official document or the information furnished therein;
17.2 The main offer shall be in accordance with the specifications and alternative offers shall be
adequately and clearly described and differentiated, if necessary, by submitting additional
schedules or a separate bid document.

17.3 ADJUDICATION OF BIDS
Bidders' attention is drawn to the fact that the adjudication of bids will be based on a point
system as indicated in Form “A” - “Procurement Form”, included in this bid document.
Form “A” – “Procurement Form”, must be completed by bidders and submitted together
with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS
Where offers depart from requirements of the specification, such departure shall be fully described on
the official bid Form “J” – “Variations and Omissions” document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS
Notwithstanding anything to the contrary in this agreement:
19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and
according to the sample (if any) and specifications provided.
19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly
authorised representative, who shall be at liberty to reject them and in cases of such rejection,
the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the EMM may reject same, in spite of such approval by its ED or his duly authorised representative.

19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the EMM provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The EMM shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.

19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

20.1 Without prejudice to any of the rights of the EMM arising from any of the provisions of this agreement, the Bidder indemnifies and holds the EMM harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the foregoing all party and party and attorney and client costs incurred by the EMM) which the EMM may suffer as a result of or which may:

20.1.1 be attributable to-

20.1.1.1 any liability of the Bidder, whether actual or contingent;

20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:

20.1.1.2.1 normal taxation;

20.1.1.2.2 value added tax;

20.1.1.2.3 minimum or secondary taxation on companies;

20.1.1.2.4 all other forms of levies or taxation.

20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

20.2 The Bidder undertakes to indemnify the EMM in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the EMM as a consequence of the negligence of the bidder, its employees, members or any persons under its control;

20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the EMM or any person for whose actions the EMM is legally liable.

21 POWERS OF THE EMM IN THE EVENT OF GOODS BEING DEFECTIVE

21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the EMM so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the EMM may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the EMM in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.
22 DELIVERY OF GOODS
22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

The Offices of the Ekurhuleni Metropolitan Municipality,
Corner Cross and Roses Streets,
Germiston; or,
such other place in the Municipal Area of the EMM as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;
22.3 All invoices (accompanied by TAX invoices) must be forwarded to the EMM without delay, clearly stating the contract and order numbers.
22.4 All equipment and material shall be marked with the appropriate contract and order numbers.
22.5 Bidders shall state in their bids as well as on the official Form "I" – “Schedule of Prices” document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.
22.6 Delivery shall be made in accordance with the requirements set out in the contract.
22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the EMM.

23 RATE OF DELIVERY
As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS
24.1 In the event-
24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or
24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or
24.1.3 of the EMM suffering damage by delay while rejected goods are being replaced under Clause 19,
it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the EMM;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the EMM and shall be:
24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the EMM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the EMM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;
24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the EMM.
24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.
24.4 The City Manager of the EMM shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the EMM shall be binding in every case.
24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to vis major.
SURETY
25.1 The Bidder shall, if it is required of him/her, provide good and sufficient surety for the due
fulfilment of the contract to the satisfaction of the EMM and such surety shall remain in force until
the handing over of a final delivery certificate by the EMM;
25.2 The only surety acceptable to the EMM is cash, a certified cheque, or a bank guarantee from a
banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an
valid for the entire contract period and beyond if required by the EMM

Guarantees will be required as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PROJECT VALUE (INCL. OF VAT)</th>
<th>GUARANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>&lt; R500 000</td>
<td>2.5%</td>
</tr>
<tr>
<td>B</td>
<td>R500 001 – R1 000 000</td>
<td>5%</td>
</tr>
<tr>
<td>C</td>
<td>R1 000 001 – R2 000 000</td>
<td>7.5%</td>
</tr>
<tr>
<td>D</td>
<td>&gt;R2 000 000</td>
<td>10%</td>
</tr>
</tbody>
</table>

25.3 Unless otherwise provided for, the security shall be for NIL % of the total value of the bided price;
25.4 The cost of obtaining any such surety shall be borne by the Bidder;
25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a
registered bank drawn in favour of the EMM, the EMM will not be held accountable nor obliged to
pay the Bidder interest earned as a result of such action.

ACCEPTANCE
26.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance
by the EMM for a period of one hundred and twenty (120) days from the date on which
bids are due and during this period the Bidder agrees not to withdraw its bid or impair or
derogate from its effect;
26.2 The written approval of this bid by the EMM, by way of letter of acceptance, shall constitute a
contract binding on both parties incorporating all the terms and conditions set out in the bid
documents and the letter of acceptance;
26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence
with effect from the signature date.

PRICE
The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted
inclusive of all taxes excluding VAT.

GOVERNMENT PRICE CONTROL
28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall
in the event of any amendment to the price ruling at the time the bid was submitted, be subject to
a like increase or decrease as the case may be.
28.2 In the event of price control over any item of contract being withdrawn during the currency of the
contract, the contract price applicable to such item after the date of such withdrawal shall be the
contract price in operation immediately prior to the withdrawal of price control.
28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.
28.4 Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.

29 CONTRACT PRICE ADJUSTMENT
Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as being firm and the EMM will not, under any circumstances, accept for its account, any increase in the prices bided during the duration of the contract.

30 PAYMENT
Payment will be made within thirty (30) days after goods are supplied and date of invoice. The EMM may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.

All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT
This contract is for a period with effect from date of award until 30 June 2019

32 ORDERS FOR REQUIREMENTS
During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT
A minimum of 2.5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY
34.1 It is recorded that the Bidder, by virtue of his/her association with the EMM, will become possessed of and will have access to confidential information belonging to the EMM including, but without limiting the generality of the foregoing, the following matters:
- 34.1.1 the contractual and financial arrangements between the EMM and other Bidders;
- 34.1.2 the EMM's financial matters;
- 34.1.3 all other matters which relate to the EMM's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:
- 34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
- 34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the EMM.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the EMM in the confidential information-
- 34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as
may be required by his/her contract with the EMM or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;

34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the EMM. Such property of the EMM shall be surrendered to the EMM on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause 34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the EMM alternatively the summary termination of any contract entered into.

35 BREACH
35.1 Should either the Bidder or the EMM commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party’s other rights in law, including the right to claim damages.

36 PUBLICITY
None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the EMM, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37 SEVERABILITY OF THE CONTRACT TERMS
37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as pro non scripto to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38 WAIVER OF RIGHTS
38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or
otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39 **CESSION OF RIGHTS**

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;

39.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

39.3 Should the EMM be succeeded or replaced by any other entity that entity shall automatically substitute the EMM in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 **DOMICILE & NOTICES**

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE Ekurhuleni Metropolitan Municipality

<table>
<thead>
<tr>
<th>Physical</th>
<th>Finance Head Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>68 Woburn Avenue</td>
<td></td>
</tr>
<tr>
<td>Benoni</td>
<td></td>
</tr>
<tr>
<td>1501</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal</th>
<th>Private Bag x 65</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benoni</td>
<td></td>
</tr>
<tr>
<td>1500</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>+27. (0)11.999-7511</th>
</tr>
</thead>
</table>

40.1.2 [THE BIDDER / CONTRACTOR] (PROVIDE DETAILS OF BIDDING ENTITY)

<table>
<thead>
<tr>
<th>Physical Address</th>
<th>..............................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>....................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Code</th>
<th>......................................................</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Postal Address</th>
<th>......................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>....................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Code</th>
<th>......................................................</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
<th>......................................................</th>
</tr>
</thead>
</table>


40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

40.3 Any notice given or any payment made by any party to any other ("addressee") which is-
40.3.1 delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee’s physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
40.3.2 posted by registered post to the addressee’s postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

40.4 Any notice given by any party to any other which is sent by facsimile to the addressee’s facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT
This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW
This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT
Should it appear to the EMM that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any of such event the EMM may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the EMM shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder’s hands and order from any other person. The Bidder shall be responsible for any loss the EMM may sustain by reason of such action as the EMM may take in terms of this clause.

44 PACKING
All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the EMM.
45 FALSE INFORMATION
Should it come to the attention of EMM that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the EMM holds the right to disqualify the bid and/or terminate the contract.

46 LABOUR CONDITIONS
The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.
FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

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

1. I hereby undertake to render services described in the attached bid documents to (name of the institution) ........................................................ in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number........................ at the tendered price/s. My offer/s remain binding upon me and open for acceptance by the EMM during the validity period indicated and calculated from the closing date of the bid.

2. The bid documents shall be deemed to form and be read and construed as part of this agreement:

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) tendered cover all the services specified in the bid 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 ……………………………………………………………………….

WITNESS:

1 ……………………………

DATE …………………………….
FORM – “N”
CONTRACT FORM - RENDERING OF SERVICES
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A-HEA 09-2017

THE APPOINTMENT OF A SERVICE PROVIDER TO DESIGN, SUPPLY AND DELIVERY OF UNIFORMS FOR THE NURSING PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FROM THE DATE OF AWARD UNTIL 30 JUNE 2019

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE COMPLETED BY THE EMM)

1. I……………………………………………. in my capacity as ………………………………………. accept your bid under reference number ……………………………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

SIGNED AT ………………………………………ON…………………………………………

NAME (PRINT) …………………………………………… SIGNATURE………………………………

WITNESS:

1 …………………………….

DATE………………………….