



**EMALAHLENI
LOCAL MUNICIPALITY**

TENDER NO: ELM 17/2021

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

EMPLOYER:
Emalahleni Local Municipality
P.O Box 3
Witbank
1035

Municipal Manager
Tel No.: +27 (13) 690 6911
Fax No.: +27 (13) 690 6207
E-mail: maiselahs@emalahleni.gov.za

QUERIES:
Directorate: Community Services
Mr S M Sibiya (Traffic)
Tel no.: +27 (13) 690 6520
E-mail: sibiyasm@emalahleni.gov.za

Mrs D G Motha (Law Enforcement)
Tel no.: +27 (13) 690
E-mail: mothadg@emalahleni.gov.za

Mr P E Khanye (Fire)
Tel no. : 013 653 5751
E-mail: khanyepe@emalahleni.gov.za

Supply Chain Management
Tel No.: +27 (13) 690 6497
E-mail: dhladhla@emalahleni.gov.za

Tender Closing Date: 16 February 2022

Bidder's Details:

<i>Company Name</i>	
<i>Physical Address</i>	
<i>Contact No.</i>	
<i>E-mail Address</i>	

<i>Contact Person</i>	
<i>Central Supplier Database No.</i>	
<i>Company Registration No.</i>	

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

TENDER NO: ELM 17/2021

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EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tender Notice and Invitation to Tender

TENDER NO.: ELM 17/2021

CLOSING DATE: 16 February 2022

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

Emalahleni Local Municipality hereby invites service providers for the supply and delivery of PPE for Fire, Traffic and Law Enforcement for a period of 36 months (on an as and when required basis).

Tender documents with full specifications will be made available and can be obtained from www.emalahleni.gov.za or www.etenders.gov.za as from Tuesday, 11 January 2022.

A compulsory briefing will not be conducted for this tender in order to prevent the spread of the Covid-19 virus through interactions. Bidders may send electronic mails for any enquiries related to this bid.

The stipulated minimum threshold(s) for local production and content for this bid is follows:

Industry/sector/sub-sector	Stipulated minimum threshold
Textile, Clothing, Leather and footwear	100%

SAMPLES:

- As part of the approval process, the top 3 bidders will be required to submit **at least one (1) sample of every PPE product offered** for purposes of testing of quality and workmanship.

The closing time for receipt of tenders is **11:00 on Wednesday, 16 February 2022**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. The register for all bids received may be requested thereafter and will furthermore be published on the municipal website.

Any technical enquiries relating to the tender document may be directed to Mr. P E Khanye for Fire at telephone number (013) 653 5751, Sibiya for Traffic @ 013 690 6520 and Mrs Motha D G for Law Enforcement @ 013 690 6521 during working hours or e-mails may be sent to khanyepe@emalahleni.gov.za, mothadg@emalahleni.gov.za and sibiyasm@emalahleni.gov.za Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484 or on dhladhlap@emalahleni.gov.za.

Fully completed tender documents, clearly marked "**Tender No. ELM 17/2021 REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**" with "**NAME of TENDERER**" must be placed in a sealed envelope and

placed in the **tender box** situated on the **First floor**, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni 1035 or sent via courier services to the above mentioned address. Couriered documents should be delivered at the first floor, Supply Chain Management Offices at the aforementioned address **by no later than 11h00 on 16 February 2022**. The envelope must be endorsed with number, title and closing date as indicated above.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of B-BBEE Status Level of Contribution.

Pre-qualification criteria for preferential procurement:

Preference will be given to the following designated groups:

- (i) black people who are youth and/or;
- (ii) black people who are women;
- (iii) tenderers residing within the eMalahleni area of jurisdiction

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- who is in the service of the state;
- 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; and/or
- who is an advisor or consultant contracted with the municipality or municipal entity.

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

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

H.S MAYISELA
MUNICIPAL MANAGER

Civic Centre
29 Mandela Street
eMalahleni

P.O Box 3
eMalahleni

www.emalahleni.gov.za

T1.2 : TENDER DATA

Wording

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

PART T1 : TENDERING PROCEDURES

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

PART T2 : RETURNABLE DOCUMENTS

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Standard Conditions of Tender

PART C2 : PRICING DATA

C2.1: Pricing Instructions

PART C2 : SCOPE OF WORKS

C2.2: Description of the Works

ANNEXURES

The Employer is represented by:

Name: Mr P E Khanye (Fire)

E-mail: khanyepe@emalahleni.gov.za

Name: Mrs Motha D G (Law Enforcement)

E-mail: mothadg@emalahleni.gov.za

Name: S M Sibiyi (Traffic)

E-mail: sibiyasm@emalahleni.gov.za

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 013 653 5688/6474/6520

No alternative tender offer will be considered; however proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

Wording
All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box or sent via courier services to the given address. Couriered documents should be delivered at the first floor, Supply Chain Management Offices at the below mentioned address before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: EMALAHLENI LOCAL MUNICIPALITY Physical address: 29 Mandela Street, eMalahleni, 1035
Duly completed and signed original bid documents should be sealed in an envelope marked: "TENDER NO. ELM 17/2021 REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS) Closing date: 16 February 2022 Closing time: 11:00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.

Wording

The following preference point systems are applicable to all bids:

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

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

Tender offers will only be accepted on condition that :

- a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;
- b) the tenderer or any of its directors is not listed in the Register of Tender 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; and
- c) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
- d) has completed the Compulsory Municipal Bidding Documents (MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

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PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS).

TENDER NO: ELM 17/2021

T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED (included herein for completion)

Schedule : 1A	MBD 1 - Invitation to Bid
Schedule : 1B	MBD 2 - MBD 2 - Broad-Based Black Economic Empowerment (B-BBEE) status level certificates
Schedule : 1C	MBD 4 - Declaration of Interest
Schedule : 1D	MBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017
Schedule : 1E	MBD 6.2 - Declaration certificate for local production and content for designated sectors
Schedule : 1F	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule : 1G	MBD 9 - Certificate of Independent Bid Determination
Schedule : 1H	Authority of Signatory
Schedule : 1I	Record of Addenda to Tender Documents
Schedule : 1J	Schedule of Similar Work satisfactorily carried out by the Tenderer
Schedule : 1K	Proposed Amendments and Qualifications
Schedule : 1L	Submission of a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE sworn Affidavit (if applicable)

2. OTHER DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule : 2A	Proof of Authority of Signatory
Schedule : 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days or lease agreement in the case of rental of property.
Schedule : 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury.
Schedule : 2D	Joint Venture Agreement in case of a Joint Venture signed by both parties

Schedule : 2E **Pre-qualification criteria for preferential procurement:**

- Preference will be given to the following designated groups:
 - (iii) black people who are youth and/or;
 - (iv) black people who are women;
 - (iii) tenderers residing within the eMalahleni area of jurisdiction

Schedule : 2F Annual audited financial statement for the past three years/ since establishment if established in less than three years as required by law.

**3. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(to be attached with submission)**

**4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE
CONTRACT (included hereafter for completion)**

C1.1 : The offer portion of the Form of Offer and Acceptance

C1.2 : Standard Conditions of Tender

C2.1: Pricing instructions

C2.2 : Description of the Works

SCHEDULE 1A: MBD 1 - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER:	ELM 17/2021	CLOSING DATE:	16 February 2022	CLOSING TIME:	11:00
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DESCRIPTION	REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF FIRE, TRAFFIC & LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)
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THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT

**EMALAHLENI LOCAL MUNICIPALITY
CIVIC CENTRE
MANDELA STREET
eMALAHLENI**

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	COMMUNITY SERVICES
CONTACT PERSON	MS Princess Dhladhla	CONTACT PERSON	Mr S M Sibiya
TELEPHONE NUMBER	(013) 690 6497	TELEPHONE NUMBER	(013) 690 6520
FACSIMILE NUMBER	(013) 690 6207	FACSIMILE NUMBER	
E-MAIL ADDRESS	masangonz@emalahleni.gov.za	E-MAIL ADDRESS	sibiyasm@emalahleni.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE 1B: MBD 2 - BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims. Bidders who do not submit B-BBEE Status T Level Verification Certificates or are noncompliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified

from the bidding process. They will score points for out of 90 or 80 for price only and **zero** points out of 10 or 20 for B-BBEE.

SCHEDULE 1C: MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:
.....

Position occupied in the state institution:.....

Any other particulars:.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

SCHEDULE 1D: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation

by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6

7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 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 or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS:.....
.....
.....

SCHEDULE 1E: MBD 6.2 - 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.

- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

Textile, Clothing, Leather and footwear	100%
---	------

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

- 3.1 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 SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	

Pound Sterling	
Euro	
Yen	
Other	

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

- 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 AO/AA provide directives in this regard.

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

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

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

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

- (d) I accept that the Procurement Authority / Institution 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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SCHEDULE 1F: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

- a. abused the institution's supply chain management system;
- b. committed fraud or any other improper conduct in relation to such system; or
- c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons 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 <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1G: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 1H: AUTHORITY OF SIGNATORY
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,, chairperson of the board of directors of
....., hereby confirm that by resolution of the board **(copy attached)** taken on 20..., Mr./Ms. acting in the capacity of, was authorized to sign all documents in connection with this tender for contract and any contract resulting from it on behalf of the company.

As witnesses :

- 1. Chairman :
- 2. Date :

Tenderers must attach a copy of the Resolution of the Board.

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr. / Ms. , acting in the capacity of to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.

....., authorised signatory of the company
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

1. _____ Signature owner : Sole
 2. _____ Date : _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr./Ms. acting in the capacity of, to sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

This returnable schedule is to be completed by joint ventures. We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms, authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
--------------	---------	---------------------------

Lead partner		Signature
		Name
		Designation
		Signature
		Name
		Designation
		Signature
		Name
		Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 1I: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

TENDER NO. ELM 17/2021

SCHEDULE 1J: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

TENDER NO: ELM 17/2021

SCHEDULE 1K: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 1L: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

The tenderer must attach to this page a Certified B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a B-BBEE sworn Affidavit (if applicable).

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 2B: MUNICIPAL RATES AND TAXES

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days and complete the **Clearance Certificate for Water & Lights** below or lease agreement in the case of rental of the property.

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 38(d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attach proof in the form of the original or certified copy of the bidder's and all director's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			

SIGNATURE	
-----------	--

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 2C: CSD REGISTRATION

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

MALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

SCHEDULE 2D: JOINT VENTURE AGREEMENT

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

EMALAHLENI LOCAL MUNICIPALITY

REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 24 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

TENDER NO: ELM 17/2021

PART C1 : STANDARD CONDITIONS OF TENDER

C1.1 Standard Conditions of Tender

C 1.1: Standard Conditions of Tender

1 GENERAL

1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

1.2 **Tender documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 **Interpretation**

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any

responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 **Procurement procedures**

1.6.1 **General**

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

1.6.2 **Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

- 1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise

questions. Details of the meeting(s) are stated in the tender data.

2.8 **Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 **Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 **Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 **Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.13 **Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 **Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 **Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

2.17 **Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

Clause 2.17.1 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

2.18 **Provide other material**

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 **Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 **Submit securities, bonds, policies etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 **Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 **Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 **Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data

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TENDER NO: ELM 17/2021

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Description of Works and Bill of quantities

C2.1 PRICING INSTRUCTIONS

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

The tenderer's obligations in pricing the tender offer and the employer's undertakings in the checking and correction of arithmetical errors are dealt with in the standard conditions of tender contained in annexure F of SANS 294, as amended in and read in conjunction with the tender data.

2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.

Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. **Descriptions**

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. Clause 8 of each standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

5. **References**

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised specifications are identified by the letter or letters which follow in the COLTO 1998 Edition.

6. **Net measurements**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

7. **Quantities**

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the engineer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

8. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

9. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

10. **Rates and prices**

10.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

10.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

10.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

11. Variation in text

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

12. Construction

- a) Attention is drawn to clause 6.7.1 of the general conditions of contract and the contractor must not order the quantities of materials stated in the bill of quantities until he has confirmation from the Manager Disaster, Traffic and Law Enforcement on site that such equipment are in fact the correct equipment.
- b) Items marked "L" in the bill of quantities shall be carried out using labour intensive methods.

C2.2 Description of Works

ELM 17/2021: REQUEST FOR THE PROVISION OF PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR FIRE, TRAFFIC AND LAW ENFORCEMENT FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

1. GENERAL CONCEPT OF TENDER

Emalahleni Local Municipality is inviting service providers to bid for the supply and delivery of PPE for Fire, Traffic and Law Enforcement for a period of 36 months (on an as and when required basis).

2. TERMS AND CONDITIONS

Goods must be delivered at Emalahleni Local Municipality's respective Sections;

- For Fire at Emalahleni Fire Station
Corner Beatty and O R Tambo Street.
- For Traffic and Law Enforcement
Civic Centre, Mandela Street
Community Services Building.

- Pricing Guidelines

- All prices must be inclusive of VAT.
- Prices must be fixed for a period of 12 months

3. SPECIFICATION OF A PROJECT:

3.1 LAW ENFORCEMENT SCOPE OF WORK.

- 3.1.1** Brown parabellum and court shoes for men.
- 3.1.3** Brown combat boots and black combat boots with side zip.
- 3.1.3** Brown ladies shoes, 3 quarter with SABS mark.
- 3.1.4** Navy blue combat/ drill short sleeves shirts with epaulettes two chest pocket with flaps and Velcro, left pocket flap with pen insertion, material 50% polyester and 50% cotton.
- 3.1.5** Khaki combat trousers with waist band and 65mm loops, left side pocket material 50% Polyester and 50% cotton.
- 3.1.6** Navy blue combat caps with embroidered Law Enforcement badge, one size fits all, material 100% Acrylic, with a clip at the back not Velcro.
- 3.1.6** Fawn double pleated Trevira wool premier blend step out trousers men and ladies, 65mm waist band and loops.
- 3.1.7** Fawn ladies slax and skirts, 65mm waist band and loops.
- 3.1.8** Navy blue step out long and short sleeve shirts with epaulettes, two chest pockets with flaps, velcro and left pen insertion, embroidered Law Enforcement badge on the chest.
- 3.1.9** Shining fawn peak caps with royal blue band, with five, nine and fifteen leaves.

- 3.1.10** Plain shining fawn peak caps with royal blue band.
- 3.1.11** Khaki heavy cotton socks material 60% Cotton, 39% Nylon and 1% Elastane.
- 3.1.12** Khaki light socks material 37%, 25% Wool and 1% Licra.
- 3.1.13** Navy blue long sleeve double collar 20cm jackets with epaulettes, padded with four pockets 2 x chest and 2 x bottom pockets, material 65% Polyester 35% Cotton, Law Enforcement badge embroidery on the chest.
- 3.1.14** Navy blue double collar bunny style jacket with epaulettes, padded with 2 side pockets, Law Enforcement badge embroidery on the chest, material 65% Polyester 35% Cotton.
- 3.1.15** Navy blue background and royal blue shoulders soft shell Hi viz wind stopper jacket with epaulettes, two zipped side pockets and 1 left zip chest pocket, material: 95% polyester 5% spandex.
- 3.1.16** Navy blue jersey with epaulettes and elbow patches material 100% Acrylic, Law Enforcement badge embroidery on the chest.
- 3.1.17** Navy blue pull over jersey with epaulettes, material 100% Acrylic, Law Enforcement badge embroidery on the chest.
- 3.1.19** Fawn SAPS Flat hat with 5 x leaves.
- 3.1.20** Ladies plain fawn SAPS felt hat.
- 3.1.21** Navy blue knitted beanie hat with embroidery and Law Enforcement badge, 100% acrylic material.
- 3.1.23** Blue large and small laurel as per example.
- 3.1.24** Navy blue shoulder flashers with ranks, written in gold letters, royal blue metal epaulettes all ranks, royal blue rubberized epaulettes all ranks, royal blue metal georgettes all ranks and royal blue georgettes all ranks as per example.
- 3.1.25** Navy blue long sleeve jumpsuit, detachable sleeve, bottom zip on both legs, left side pocket, two chest pocket with zip, with white reflective square blocks decorations on elbows and knees, 50% polyester and 50% cotton material.
- 3.1.26** Navy blue Golf T- shirts, surname & initials and Law Enforcement badge on the chest embroidered.
- 3.1.27** Navy blue & fawn heavy weight rain coat.
- 3.1.28** Navy blue ceremonial jacket with epaulettes, padded with 4 pockets, 2 x chest & 2 x bottom side pockets, material 65% & Polyester 35% Cotton.
- 3.1.29** Navy blue short sleeved ladies ceremonial jacket with epaulettes, padded with four pockets, 2 x chest and 2 x bottom pockets material 65% Polyester 35% Cotton.
- 3.1.29** White unisex stretch nylon gloves, navy blue men and ladies lambskin leather and cashmere lined gloves and black gladiator meta gloves, full dexterity, level 5 cut resistance.
- 3.1.30** Collar badges/ insignia.
- 3.1.31** Brown weaved leather belt and cordura belt with Law Enforcement badge.
- 3.1.32** Navy blue and lime perforated long detachable sleeve reflective jacket with epaulettes, surname and initials and Law Enforcement badge on the chest with rubberized embroidery and Law Enforcement printing at the back.
- 3.1.33** Royal blue leather jackets with epaulettes, padded with 2 side pockets.
- 3.1.35** Navy blue lambreret with law Enforcement badge, material 100% cotton.
- 3.1.36** Navy blue men's tie, ladies bow tie and cravat.
- 3.1.37** Five (5) points metal Star trimmed in royal blue and gold embodied background with Municipal logo and Emalahleni Law Enforcement circled in royal blue with gold letters.
- 3.1.38** Name tags, three (3) pinned name tag with Law Enforcement star, with plastic plate holder.
- 3.1.39** Navy blue leather hand bags for ladies.
- 3.1.40** Cap badges with Emalahleni Local Municipality logo or Law Enforcement badge, as per example.

3.1.41 Black CZ P07 P09 Paddle holster with auto-lock system.

3.1.42 Hand cuffs.

3.1.43 LED Lensor P7 rechargeable flashlight.

3.1.44 Navy blue long sleeve two-piece, detachable sleeve, bottom zip on both legs, left side pocket, two chest pocket with zip, with white reflective square blocks decorations on elbows and knees, 50% polyester and 50% cotton material.

3.1.45 Navy blue soft shell track suits, zipped legs jacket fitted with 2 side zip, 60% polyester and 40 % cotton.

3.1.46 Navy blue unisex training sneakers.

3.2 LAW ENFORCEMENT UNIT.

BILL OF QUANTITY

NO	DESCRIPTION	SIZES	TOTAL	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Golf T Shirt. Navy blue golf T shirt embroidered with law enforcement badge printed initials and surname on the right chest.			40		
2	Leather jackets. Royal blue leather jacket with epaulettes padded with two side pockets.			40		
3	Ceremonial Jacket. Navy blue long sleeved, ceremonial jackets, with four flat pockets design, material 65% polyester and 35% cotton.			40		
4	Ceremonial Jacket. Navy blue short sleeved ladies, ceremonial jackets with four flat pockets design, material 65% polyester and 35% cotton.	Small Medium Large Extra large Double extra large 3 extra large		05		
5	Double collar jackets 20cm. Navy blue double collar/ jacket, with Law Enforcement badge embroiled on the chest.			40		

6	Bunny style double collar jacket. Navy blue double collar bunny style jacket with epaulettes, padded with two side pockets, embroidered Law Enforcement badge on the chest.	Small Medium Large Extra large Double extra large 3 extra large		40		
7	Soft shell jackets. Navy blue background with royal blue shouldered soft shell Hi viz wind stopper with epaulettes, 2 zipped side pockets and 1 left zip chest pocket, 95% polyester & 5% spandex material.	Small Medium Large Extra large Double extra large 3 extra large		40		
8	Reflective jackets. Navy blue and lime detachable long sleeved reflective jackets, embroidered Law Enforcement badge, initials and surname, printing Emalahleni Law Enforcement at the back.	Small Medium Large Extra large Double extra large 3 extra large		40		
9	Jump suit. Navy blue detachable long sleeved jump suit with epaulettes & side pockets, printing Emalahleni Law Enforcement at the back, with white & blue reflective elbows & knees material with adjustable leg zip.	Small Medium Large Extra large Double extra large 3 extra large		40		
10	Rain coat. Navy blue pro mac rain coat with reflective stripes, Logo, initial & surname on the right hand side & Law Enforcement printing at the back.	Small Medium Large Extra large Double extra large 3 extra large		80		
11	Brown and black Boots. Magnum boots fitted with inner side zip SABS mark.			40		

12	Ladies Felt Hats Sergeant. Fawn ladies felt hat with royal blue band.		X 02	02		
13	Ladies Felt Hats Warrant Officer. Fawn ladies felt hat with royal blue band.		x 01	01		
14	Ladies Felt Hat Senior Superintendent. Fawn ladies felt hat with royal blue band (9 x leaves).		x 01	01		
15	Ladies Felt Hat Chief Law Enforcement. Fawn ladies felt hat with royal blue band (15 leaves).		x 01	01		
16	Skirts. Khakhi premier blend trevira wool skirts 65mm waist band & loops.		x 01 x 02 x 01	10		
17	Slax. Khakhi premier blend trevira wool double pleated slax, 65mm waist band & loops.		x 01 x 02 x 01	10		
18	Shoes Ladies. Brown ladies shoes 3 quarter with SABS mark. (Court shoes).	Size 4 Size 5 Size 10	x 01 x 04 x 01	05		
19	Hand bag. Navy blue ladies hand bags.			05		
20	Baseball caps. Navy blue caps with badge and a clip at the back 100% Acrylic.	Sergeant Warrant	21 04	63 12		
21	Baseball caps. Navy blue caps with badge & leaves and a clip at the back 100% Acrylic.	Assistant Superintendent Superintendent (5 x leaves) Senior Superintendent (9 x leaves) = Chief Law Enforcement (15 x leaves) =	04 05 06 01	12 15 18 03		

22	Sergeant Peak Caps. Shining peak cap with royal blue band.				19		
23	Warrant Officer Peak Caps. Shining peak cap with royal blue band.				03		
24	Assist Superintendent Peak Caps. Shining peak cap with royal blue band.				04		
25	Superintendent Peak Caps. Shining peak cap with royal blue band (5 x leaves).				05		
26	Senior Superintendent Peak Caps. Shining peak cap with royal blue band (9 x leaves).				6		
27	Cap badges. Cap badges with Emalahleni Local Municipality logo or Law Enforcement badge.				40		
28	Beanie. Navy blue neated beanie with Law Enforcement badge 100% Acrylic.	One size fits all.			80		
29	Shirts. Mazrin blue, short & long sleeve with epaulettes, two chest pockets with flaps and velcro, left pocket flap with pen insertion, material 60 % cotton & 40% polyester.	Small Medium Large Extra large Double extra large 3 extra large	L/S= 82 S/S= 74		164		
30	Shirts combat. Short sleeve & long sleeve navy blue drill shirts with epaulettes two chest pockets with flaps and button, left pocket flap with pen insertion, material 60 % cotton & 40% polyester.	Small Medium Large Extra large Double extra large 3 extra large	Long sleeve Short sleeve		04 164		
31	Shoes men. Brown parabellum shoes with SABS Mark (sharp nose).				34 pairs		
32	Shoes men. Brown court shoes for men.				08 pairs		

33	Jersey. Navy blue jersey with epaulettes, elbow patches, embroidered badge, material 100% Acrylic.			40		
34	Pull over jersey. Navy blue with epaulettes, embroidered logo/ badge, material 100% Acrylic.			40		
35	Fawn step out trouser. Fawn premier wool blend trevira step out pleated trousers, 65mm loops & waist bend, material 50% polyester & 50% cotton.			70		
36	Combat trouser. Fawn combat trousers, left side pocket with button, 65mm loops & waist bend, material 50% polyester & 50% cotton.			164		
37	Gloves. White unisex stretch nylon gloves, navy blue men and ladies lambskin leather and cashmere lined gloves and black gladiator meta gloves, full dexterity, level 5 cut resistance.		1 x each	120 pairs		
38	Cordura belt. Brown/ fawn cordura belt with Law Enforcement			40		
39	Brown leather belts. Brown weaved leather belts.			40		
40	Lamberet. Navy blue with Law Enforcement badge, material 100% cotton.	One size fits all.		40		
41	Winter Socks. Khakhi (heavy duty) material 60% cotton, 39% nylon & 1% elastane	One size fits all.		205 pairs		
42	Summer Socks. Khakhi (light), material 37%, 25% wool & 1% Licra.	One size fits all.		205 pairs		
43	Tie. Navy blue men's tie with Law Enforcement badge.	One size fits all.	Men's tie =	36		

44	Sanitra bow tie. Navy blue sanitra ladies bow tie.	One size fits all.		05		
45	Shoulder flashers. Navy blue with ranks, e.g. Warrant Officer and Sergeant written in gold letters.	One size fits all.	Warrant officer = Sergeant=	12 pairs 63		
46	Epauettes metalette. Epauettes metalette all ranks (as per example).	One size fits all.	Assistant Superintendent =	12		
47	Epauettes rubberized. Epauettes Rubberized all ranks (as per example).	One size fits all.	Assistant Superintendent = Superintendent (5 x leaves) = Senior Superintendent (9 x leaves) = Chief Law Enforcement	12 15 14 03		
48	Stars. Metal star 5 point with Municipal logo.			82		
49	Name tags. Three pinned name tags with Law Enforcement star, with plastic plate holder.			40		
50	Hand cuffs.			40		
51	Holsters. Black CZ P07 P09 Paddle holster with auto-lock system.			40		
52	Torches. LED Lensor P7 rechargeable flashlight.			40		
53	Cravat. Cravat navy blue.	One size fits all.		40		

54	Two piece Navy blue long sleeve two-piece, detachable sleeve, bottom zip on both legs, left side pocket, two chest pocket with zip, with white reflective square blocks decorations on elbows and knees, 50% polyester and 50% cotton material.	Small Medium Large Extra large Double extra large 3 extra large		40		
55	Track suits. Navy blue soft shell track suits, zipped legs jacket fitted with 2 side zip, 60% polyester and 40 % cotton.	Small Medium Large Extra large Double extra large 3 extra large		40		
56	Tekkies. Navy blue unisex training sneakers.			40		

3.3 TRAFFIC SCOPE OF WORK.

BILL OF QUANTITY

DESCRIPTION	FORM OF QUALITY	QUANTITY	UNIT PRICE	TOTAL PRICE
Khaki Trevira Wool Trousers (Pleated)	Pleated, Premier blend, step out, 65mm loop, waist band, two side pockets and two back pockets	08xSize 30		
		12xSize 32		
		18xSize 34		
		18x Size 36		
		16 x Size 38 08 x Size 40		
Khaki Combat Trousers	Material should be 50% Polyester and 50% Cotton, with waist band and loops 65mm, left side back pocket, two side pockets and two knee pockets With embroiling of Logo and shoulder Flashes	08 X Size 30		
		12 x Size 32		
		18 x Size 34		
		18 x Size 36		
		16 x Size 38		
		08 x Size 40		
		04 x Size 58		
Short Sleeve Khaki Shirt	Material should be 50% Polyester with epaulettes and 50% Cotton, two front pockets with flaps and	12 x Small		
		24 x Medium		
		30 x Large		
		08 x XL		

With embroiding of Logo and shoulder Flashes	Velcro, left pocket with pen insertion With embroiling of Logo and shoulder Flashes	02 x 2XL		
		06 x 7XL		
Short Sleeve Drill Shirt With embroiding of Logo and shoulder Flashes	Material should be 50% Polyester with epaulettes and 50% Cotton, two front pockets with flaps and Velcro, left pocket with pen insertion	06 x Small		
		24 x Medium		
		28 x Large		
		08 x XL		
Brown Parabellum Shoes (Men)	with SABS Mark with sharp nose	4 x Pairs size 06		
		8 x Pairs size 07		
		15 x Pairs size 08		
		12 x Pairs size 09		
		1 x Pairs size 10		
		1 x Pairs size 11		
Men's Court shoes	With SABS Mark with round shape nose	2 pairs		
SWAT Brown Boots	Leather with SABS mark	08 x Pairs size 05		
		07 x pairs size 06		
		07 x Pairs size 07		
		10 x Pairs size 08		
		04 x Pairs size 09		
		01 x Pairs size 11		
		02 x Pairs size 12		
Trevira Wool Skirts	Premier blend, 65mm loop, waist band	02 x size 32		
		04 x size 34		
		06 x size 36		
		04 x size 38		
		04 x size 40		
		01 x size 42		
Trevira wool Slaxs	Pleated, Premier blend, step out, 65mm loop, waist band, two side pockets	06 x size 38		
		08 x size 40		
		04 x size 42		
Brown Khaki Winter Socks	Heavy duty material	150 Pairs		
Brown Khaki Summer Socks	Light material	150 Pairs		
KHAKHI LONG SLEEVE SHIRT		4x small		
		18 x medium		

With embroiling of Logo and shoulder Flashes	Material should be 50% Polyester with epaulettes and 50% Cotton, two front pockets with flaps and Velcro, left pocket with pen insertion	13 x large		
		8 x XLarge		
Khaki SAPS Felt Hat SAPS With embroider Logo	1 x Large (5 Leaf) 8x Medium with brown Band	Different sizes		
Khaki Jerseys with EPPS and embroider Logo and Shoulder Flashes	Material should be 50% Polyester with epaulettes and 50% Cotton,	8 x Small 10 x Medium 12x Large 12 x XL		
Khaki Pull Over with EPPS and embroidered Logo	Material should be 50% Polyester with epaulettes and 50% Cotton,	8 x Small 10 x Medium 12 x Large 12x XLarge		
Ladies Stockings	Material should be 50% Polyester and 50% Cotton,	400 Small Medium Large 2XL		
Brown Parabellum ladies shoes	With SABS Mark with half heel	6 x pairs Size 05 6x Pairs Size 06 03 x Pairs Size 07		
Trevira wool Slaxs	Premier blend, step out 65mm loop, waist band, two side pockets	Size 32 - to Size 42		
Men's khaki Tunic with waist coat buttons (waist coat with embroidered logo)	Material should be 50% Polyester with epaulettes and 50% Cotton, two chest pockets with flaps and bottom pockets	medium Large XLarge		
Ladies Khaki Tunic with waist coat button (waist coat with embroidered logo)	Material should be 50% Polyester with epaulettes and 50% Cotton, two chest pockets with flaps and bottom pockets	Medium Large XLarge		
Brown SAPS Bags	Leather with pockets			
Combat Caps	Material 100 % acrylic embroided Logo and Leafs	with Logo and leaf		
Combat Caps	Material 100% embroidered Logo and Leafs	with Logo and Leafs		
Combat Caps	Material 100% acrylic embroided Logo and Leafs	50 x with Logo		
Knitted beanie hats Khaki	Material 100% embroidered Logo	50 x with Logo		

Royal blue piping plus Tracksuits with Traffic Star badge	Material 100% cotton, embroidered two sides pockets	Small Medium Large Xlarge 2Xlarge 3Xlarge		
Matallette epaulets	With gold wreaths	0-4 gold wreaths		
Matallette Georgettes	With Gold wreaths	1-4 gold wreaths		
Unisex training sneakers	With SABS mark with flat heel	41 pairs		
Yellow blue golf Shirts with Badge	Material 100% cotton embroidered Logo	Small Medium Large Xlarge 2Xlarge 3Xlarge (41)		
Baseball caps with badge	Material 100% acrylic embroidered Logo	41 pairs		
ID Shields with Logo	Material 100% Traffic Star / Logo	41		

3.4 FIRE AND RESCUE SERVICES

BILL OF QUANTITY

Sizes	Description	Quantity Male	Quantity Female
Small - XXXLarge	Formal Dress Uniform Jacket (Male)	40	35
"	Men's Step Out Trousers	40	35
"	Men's Step Out Shoes	40	35
"	White Long Sleeve Shirts	40	35
"	White Short Sleeve Shirts	40	35
"	Tie	40	-
"	Leather Belts (30 mm)	40	35
"	Socks	40	35
"	Peak Cap	40	-
"	Formal Dress Uniform Jacket (Female)	-	35
"	Ladies Step Out Skirts	-	35
"	Ladies Step Out Shoes Pumps (Court)	-	35
"	<i>Ladies Combination Cap</i>	-	35
"	Ladies Bow Tie	-	35
"	Cravat For Ladies	-	35
"	Pantyhose	-	35
"	Pull Over & Jersey	40	35
"	Metal Rank Markings	40	35
"	Metal Cap Badges	40	35
"	Gold Plated Metal Chest Shield	40	35
"	Station Uniform – Combat Shirts	40	35
"	Combat Pants	40	35

"	Safety Boots	40	35
"	Baseball Cap	40	35
"	Leather Belts (50 mm)	40	35
"	Heavy Duty Socks	40	35
"	Navy T-Shirts	40	35
"	White T-Shirts	40	35
"	Reflector Jackets	40	35
"	All Weather Parker	40	35
"	Fire Fighters Corporate Jacket	40	35
"	Officers Corporate Jacket	40	35
"	Metal Arm Flasher	40	35

FIRE & RESCUE SERVICES (SENIOR DIVISIONAL OFFICERS)

Sizes	Description	Quantity Male	Quantity Female
Small - XXXLarge	Men's Step Out Trousers	40	-
"	Men's Step Out Shoes	40	-
"	White Long Sleeve Shirts	40	35
"	White Short Sleeve Shirts	40	35
"	Tie	40	-
"	Epaulettes	40	35
"	Double Crossed Spliced Corded Red Lanyard	40	35
"	Single Corded Red Lanyard	40	35
"	Georgette 1 Gold Flower with Red stripe on sides	40	35
"	Georgette 2 Gold Flower with Red stripe on sides	40	35
"	Georgette 3 Gold Flower with Red stripe on sides	40	35
"	Georgette Crossed Gold Axes with red stripe on sides	40	35
"	Georgette Full Gold stripe in center with red stripe on sides	40	35
Small - XXXLarge	Georgette Half Gold stripe in center with red stripe on sides	40	35

Sizes	Description	Quantity Male	Quantity Female
Small - XXXLarge	Structural Fire Helmets Heavy Duty	40	35
"	Advance Bunker Gear Suit	40	35
"	Flame Resistant Goggles	40	35
"	High Performance Rescue Gloves	40	35
"	Structural Heavy duty Gloves	40	35
"	Baraclava	40	35
"	Fire Boots (NFPA 1971Compliant)	40	35

PHYSICAL TRAINING GEAR

Sizes	Description	Quantity Male	Quantity Female
Small - XXXLarge	PT Shorts	40	35
Small - XXXLarge	Sweater Tops	40	35
Small - XXXLarge	Sweater Pants	40	35

3.5 FIRE AND RESCUE SERVICES SCOPE OF WORK.

PT Shorts

- Quantec Quick dry
- Elasticized waist with draw strings

Sweater Tops

- Fleece lined
- Crew Neck Long sleeve
- Fire Service Logo embroidered over left breast
- "FIRE DEPT." screened /embroidered on back

Sweater Pants

- Fleece Lined
- Side pockets
- Elasticized waist with draw strings
- Fire Service Logo embroidered over left upper thigh region.

Men's Dress Tunic

55/45 Trevira Wool Fabric with 3 ply

Shoulder straps for epaulettes.

Black Single breast 4 button Dress Jacket with Gold metal flashers.

Two Pleated Pockets on Chest with closed flaps fastened by smaller type Gold fire service buttons.

Fully lined

Durable, wrinkle resistant and Teflon® treated for stain resistance and water repellence.

Red corded edging on Epaulettes to gold fire service button for slider ranks to be stitched on top of shoulders in Centre of shoulder line.

Two inner pockets on each side

Rubberized Rank Georgettes

Single Corded Red Lanyard (Senior Fire Fighters)

Crossed Spliced Corded Red Lanyard (Officers)

Gold dye stamped fire buttons on front and sleeves

With golden braid arm rankings on cuffs:

1 stripe for leading Fire Fighter

2 stripes for station Officers

3 stripes for Senior Divisional Officers

5 stripes for Chief: Fire Officer

Color and material to match trousers

MEN'S STEP OUT TROUSERS

Black

Seven belt loop to accommodate 40mm wide belt loops

55/45 Trevira Wool Fabric 3 ply

Steel zip front

2 slanting side pockets

Reinforced inside pockets

2 back pocket with button on right back – plain bottoms

Men's Step Out Shoes

Black

Genuine Leather

Parrabellum Style - SABS Approved

Lace Up

Fully stitched

White Long Sleeve Shirts

Poly cotton material (35% cotton 65% polyester)

Material: 112 grams per square meter

Fused raised collar in accordance with SABS (CKS 34)

Gold plated fire buttons on pockets

Button front

Single Corded Red Lanyard (Senior Fire Fighters)

Crossed Spliced Corded Red Lanyard (Officers)

With two patch breast pockets with flaps to button

Shoulder straps for epaulettes

Cuffs to button

Embroidered badges on both sleeves with departmental logo

Georgette – Gold Crossed Axes for leading Fire Fighter

Gold Crossed Axes for station Officers

1 Gold Leaf for Senior Divisional Officers

3 Gold Leaves for Chief: Fire Officer

Base Material Black, Red around base and red around Gold leaves.

RANK INSIGNIA DESCRIPTION

Slider Range:

- Base Material Black
- Size – 67.0mm X 118.0mm
- With Filler Sleeve

Material Pips:

- Gold Plated
- Uniformed Pre-Set spacing

CHIEF FIRE OFFICER



SENIOR DIVISIONAL OFFICER



STATION OFFICER



SENIOR FIREFIGHTER



LEADING FIREFIGHTER



FIRE FIGHTER

Blank Epaulettes with cross axes

White Short Sleeve Shirts

- Heavy duty Material
- Shoulder straps for epaulettes
- Magnum style with permanent crease at the back
- Button front
- Single Corded Red Lanyard (Senior Fire Fighters)
- Crossed Spliced Corded Red Lanyard (Officers)
- Two breast pockets with Velcro closing flaps
- Gold plated fire buttons on pockets
- Georgette & Rank Insignia as per long Sleeve white shirt
- Sleeves to be embroidered with departmental logo
- According to SABS (CKS 636)

Tie

Conventional black Fire Tie
100% polyester cross weaves
Gold silk axes with red silk flag

Leather Belts (30mm)

Black Genuine Leather belt
Double leather basket weave finish

SOCKS

Heavy Duty
Black
Cotton
One size fits all from size 3 to size 14
Full length
Bio-Guard protected Cushion Sole Socks 75% Acrylic 25% wool

Peak Cap

Chief Fire Officer

Black

Double gold oak leaf hand embroidered on covered peak
Black oak leaf band
Small gold fire buttons
Plain weave – Covered peak

GEORGETTE



Senior Divisional Officer

Black

Single gold oak leaf hand embroidered on covered peak

Black oak leaf band
Small gold fire buttons
Plain weave – Covered peak

Male Peak Cap

Cap markings as per male peak cap



FEMALE COMBINATION CAP



Ladies Combination Cap
Senior Divisional officer:

Black
Black oak leaf band
Small gold fire buttons
Single gold oak leaf hand embroidered
On covered Peak.

Senior Fire Officers

Black
Plain covered
Black oak leaf band
Small gold fire buttons
Plain weave – covered peak

MALE PEAK CAP



FEMALE COMBINATION CAP

Cap Markings as per male cap



Fire man's caps

Black
Plain weave with plastic peak
Black oak leaf band
Small gold fire buttons

MALE PEAK CAP

FEMALE COMBINATION CAP



Ladies Dress Tunic

As per male tunic but in Female Cut

55/45 Trevira Wool Fabric with 3 ply

Shoulder straps for epaulettes

Black Single breast 4 button Dress Jacket with Gold metal flashers

Two Pleated Pockets on Chest with closed flaps fastened by smaller type Gold fire service buttons

Fully lined

Durable, wrinkle resistant and Teflon® treated for stain resistance and water repellence.

Red corded edging on Epaulettes to gold fire service button for slider ranks to be stitched on top of shoulders in Centre of shoulder line

Two inner pockets on each side

Rubberized Rank Georgettes

Single Corded Red Lanyard (Senior Fire Fighters)

Crossed Spliced Corded Red Lanyard (Officers)

Gold dye stamped fire buttons on front and sleeves

With golden braid arm rankings on cuffs:

1 stripe for leading Fire Fighter

2 stripes for station Officers

3 stripes for Senior Divisional Officers

5 stripes for Chief: Fire Officer

Colour and material to match skirts

Ladies Step Out Skirt

Black

Trevira Wool Fabric

Fully lined

Plain weave

40mm wide belt loops

A-lined or Pencil

Colour and material to match men's trouser and tunic

Ladies Step out Shoes

Black leather uppers

Style: Colleen

Young Klinik

Step on air half heel shoe

Ladies Bow Tie

Black

100% polyester cross weave
Conventional ladies bow tie

Cravat For Ladies

Black

100% Polyester

Pantyhose

Colour: Blackmail
Extra sheer

Pull Over and Jersey

100% Acrylic Flat knit
Medium weight 10 gauge
"V" neck
Shoulder straps for epaulettes
Rib Body Welt
Rib Cuffs
Reinforced Elbows
Shoulder Arm Patches stitched on sleeves below shoulder line.
Epaulettes for slider ranks to be stitched on top of Shoulders in Centre of shoulder line
Personalization: Rubberized Fire Department Shield Glued and Stitched on front left breast.



Metal Cap Badges

For peak caps
As for the different **ranks**
With bolt and nut fitting

Metal Chest Shield

Gold Plated Metalette Shield exact as per image
Base Material Black
Attachment – 3 Pins or Lockable pin



Station Uniform

The material to be used will meet the following:

T53 Field dress

230grams square meter

35% Cotton 65% Polyester

Colour: Navy blue

Or

Navy blue rip stop

50% cotton 50% polyester Vat dyed

Weight 195 grams

Combat Shirt.

Short sleeve

Lime Reflective material with flagged crossed axes print sewn on around biceps Reflective

tape with the wording "FIRE & RESCUE" sewn across back.

Two patch type breast pockets with blunted corners and a 25mm wide box pleat in the Centre

Left pocket flap has slot for pencil/pen.

Open glad neck collar.

Single Corded Red Lanyard (Senior Fire Fighters)

Crossed Spliced Corded Red Lanyard (Officers)

Button through front

Shoulder straps for epaulettes

Epaulettes to button for slider ranks to be stitched on top of shoulders in centre of shoulder line

Embroidered badges on both sleeves with departmental logo

Rubberized breast badge on left chest

Rubberized name tag on right chest

Rubberized Georgette, one leaf for Senior Divisional Officers

Combat Pants

Double seat and double knees

Lime material with flagged crossed axes print sewn on below map pockets.

Draw cord in waist and trouser bottoms.

Zip fly 5x70x25mm

Stitched down belt loops

Two standard side pockets with concealed buttons

One jet hip pocket with concealed buttons RH

One pleated field dressing pocket-right groin-Velgro closing

Two map pockets-knife pleat at back-flaps with two concealed buttons.

Stitched in permanent trouser leg creases back and front Pocket and waist band in same material as shirts.

Safety Boot

Style:

Stockton (Steel toe cap)

Colour: Black
Full grain leather uppers
Breathable cambrelle lining
Comfortable air insole
Good year welt construction
Oil resistant rubber outsole

Baseball cap

Navy Blue
6 Panels
Velcro adjustable strap at back
Reinforced front for badge
Large Peak
With embroidered lurex fire badge for fire fighters (silver badge and axes)
With embroidered lurex fire badge for Officers (Silver badge and Gold Axes)
With embroidered lurex fire badge for Senior officers (gold badge and axes)
With embroidered gold single or double wreath for Senior Officers on peak.

Leather belts

Black Genuine leather belt
Double leather basket weave finish
50mm Border patrol Double Leather with buckle
32mm with roller buckle

Heavy duty socks

The length of the socks shall be up to the knee.
The material shall be 70% wool and 30% nylon. The material shall have a thickness of no less than 2,5mm. The socks shall have cushion soles Bio-guard type socks are required.

Navy T- Shirts

65% Polyester 35% Cotton
Navy blue
Fire & Rescue embroidered badge on left hand side
Fire Dept wording sewn across back



White T- Shirts

65% Polyester 35% Cotton

Navy blue

Fire & Rescue embroidered badge on left hand side

Fire Dept wording sewn across back



Reflector Jackets

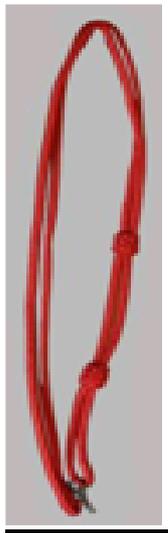
Sleeveless Yellow, Orange colors, with Silver Embroider Emalahleni fire and Rescue at the back. Embroid name printed in front on the right hand side

See sample at the fire station (Emalahleni)

Corded Lanyard

Officers: Cross Spliced Red Lanyard

Senior Firefighters: Single Corded Red Lanyard



All Weather Parka

All Weather Safety wear

100% Polyester

Removable Inner

EN471 Class 3 Lined Waterproof Jacket

Fluorescent Yellow -PU, PVC Coated Polyester

50mm Width Reflective Tape as per on the picture

Inset Hood with Elastic Cord & Auto stop, Outer Front

Pockets, 1 Inner Chest Pocket

Sides Pockets

Two Pockets on sides

Welded Seams for Permanent Resistance to Water

Zip and Popper Fastening

Reflective tape with crossed axes print sewn on around biceps, all around both shoulders down across the front and back to the biceps reflector.

“FIRE & RESCUE” reflective lettering on back



FIREFIGHTERS CORPORATE JACKET:



FIREFIGHTERS CORPORATE JACKET:

Hip length
Color: Dark blue
Double collar
Quilted body and sleeve
Padded lining
Two breast pockets
Zip front with concealing flap & press stud closure
Reflective tape with the wording "FIRE & RESCUE" sewn across back
Rank markings to be gold on navy blue with gold border
Embroidered badges on both sleeves with departmental logo
Rubberized breast badge on left chest
Rubberized name tag on right chest
Shoulder straps for epaulettes (Suitable ranks per person)
To slant hand warmer side pockets
Elasticated waist & Cuffs
50% Polyester & 50% Cotton
Long Parker type with draw cord at the welt

OFFICERS CORPORATE JACKET:



OFFICERS CORPORATE JACKET:

Hip length

Color: Oxford blue

Double collar

Quilted body and sleeve

Padded lining

Two breast pockets

Zip front with concealing flap & press stud closure

Reflective tape with the wording "FIRE & RESCUE" sewn across back

Rank markings to be gold on navy blue with gold border

Embroidered badges on both sleeves with departmental logo

Rubberized breast badge on left chest

Rubberized name tag on right chest

Shoulder straps for epaulettes (Suitable ranks per person)

To slant hand warmer side pockets

Plain bottom

No elasticated waist

50% Polyester & 50% Cotton

Long Parker type with draw cord at the welt

Metal Arm Flasher:

Fire Chief Rank Insignia



Senior Divisional Officer Rank Insignia



Station Officer Rank Insignia



Leading Fire fighter Rank Insignia



Senior Firefighter Rank Insignia



Firefighter Rank Insignia



Epaulettes with cross axes

EMERGENCY SERVICES BUNKER GEAR SPECIFICATION.

The personal protective equipment shall be similar to that currently in use by this department. Personal protective equipment must include the following:

1. Structural firefighting tunic
2. Structural firefighting trousers
3. Firefighting boots
4. Firefighting balaclava
5. Firefighting helmet
6. Firefighting gloves
7. Rescue gloves

Structural Fire Fighting Suit

3.5 Standard Design:

- 1.1 The complete suit shall comply fully with all relevant standards as set in the NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting, 2018 edition.
- 1.2 The suit shall consist of a tunic and trousers
- 1.3 The minimum overlap between the tunic and trousers shall be 250 mm.
- 1.4 Each garment shall consist of a composite of an outer shell, moisture barrier, and thermal barrier with lining.
- 1.5 Current and valid certificates of compliance issued by an accredited test house, certifying that the outer shell, vapour barrier and thermal barrier comply fully with NFPA1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 edition, must be included with the tender.

Failure to do so will render the tender null and void

- 1.6 The moisture barrier, thermal barrier shall form the inner shell and shall be detachable from the outer shell.
- 1.7 The suits shall be made in eight (8) sizes labelled: XSmall / Small / Medium / Large / XL / 2XL / 3XL / 4XL and Special size. Special size suits shall be made to fit for individual personnel, where standard sizes will not fit and protect adequately.

2. Fabric and Garment Requirements:

- 2.1 Outer Material (Shell):

- 2.1.1 NFPA 1971 (2018 editions) - 225 gsm - Woven (Twill) - 73% Para Aramid/27% N303 Nomex (92% Meta-Aramid/5% Para-Aramid/3% Anti-static) with Super Shelltite™ finish
- 2.1.2 The colours available; Khaki, Dark Gold, Light Gold, Black, Yellow & Spruce Green.
- 2.1.3 The fabric shall withstand at least 3000 cycles @ (200N x 200N) on the Taber Abrasion Machine without the material holing (90% of material weight retained).
- 2.1.4 The TPP (Thermal Protective Performance) shall be no less than 43 cal/cm² on the composite of the material on offer.
- 2.1.5 Degradation temperature to be no less than 1050°F (565.6°C)
- 2.1.6 The garments shall comply with the NFPA 1971(2018) standards for :
 - Seam Strength,
 - High visibility,
 - Hardware and
 - Label legibility.
- 2.1.7 Only yarns guaranteed by the manufacturer to 360° C and SABS /NFPA shall be used.
- 2.1.8 Yarns to be of same colour as outer material
- 2.1.9 All raw edges and seams shall be over locked by using at least five (5) strands of yarn.
- 2.1.10 Seam strength to be at least 200 N.
- 2.1.11 Proof of the certificate (UL) must be included

2.2 Moisture Barrier:

Nomex IIIA woven substrate laminated to a breathable ePTFE membrane

- 2.2.1 The fabric shall have NFPA 1971-2018 approval for:
 - Flame resistance
 - Heat resistance
 - Water resistance
 - Liquid resistance
 - Viral resistance (Bacteriophage)
 - Strength
- 2.2.2 Resistance to penetration by fire ground chemicals.
- 2.2.3 Proof of the certificate (UL) must be included

2.3 Thermal barrier and Lining

- 2.3.1 Thermal barrier – 50% Aramid & 50% Viscose FR Face Cloth quilted to 2 layers of needle punched 80% Aramid & 20% Meta Aramid Batting.
- 2.3.2 Total weight is 7.8 oz/yd².
- 2.3.3 The fabric shall have NFPA 1971-2018 approval for:
 - Flame Resistance
 - Heat resistance
 - Thermal resistance
 - Cleaning shrinkage
 - Strength & Tearing Resistance

2.3.3 Proof of the certificate (UL) must be included

3. Requirements for Protective Tunic:

- 3.1 DRD (Drag Rescue Device) incorporated at the back of the jacket (Optional)
- 3.2 The outer shell shall be of a single layer construction throughout.
- 3.3 All seams shall be double stitched

- 3.4 The coat shall have a double closure front with 50mm Velcro and a heavy duty zip. The zip shall comply with the standards as set in NFPA 1971-2018.
- 3.5 There shall be no seams on the shoulders. Sleeves shall be constructed in such a way as afford maximum movement.
- 3.6 The sleeve cuffs shall be reinforced.
- 3.7 The arms of the tunic shall be designed to facilitate the maximum amount of free arm movement.
- 3.8 Elbow padding is required. The padding shall consist of polymer-coated Kevlar with a heat resistant material sandwiched between the shell and the Kevlar. The padding shall be stitched onto the outer shell using double stitching.
- 3.9 The vapour barrier, thermal barrier and lining together shall form the inner garment.
- 3.10 The inner jacket shall be attached to the outer jacket by means of a heavy-duty zip and Velcro with snaps at the arms.
- 3.11 The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971-2018 standards.
- 3.12 The jacket shall include inverted pleats. The two pleats shall be set in the back of the outer shell
- 3.13 The tunic shall be bunny style in front and longer toward the back (Tail)
- 3.14 Pockets:
- 3.15 Two (2) pleated waterproof side pockets shall be fitted to the tunic. The size of these pockets shall be 220 mm x 180 mm with a 75 mm pocket-flap held down by two (2) Velcro squares.
- 3.16 A radio pocket shall be fitted onto the left chest. The pocket shall be so positioned not to hinder the Breathing Apparatus shoulder straps. The pocket shall feature a pocket flap with an insertion for the antenna. The pocket flap shall be closed with a Velcro square.
- 3.17 All pockets shall be of the same material as the outer shell
- 3.18 A pocket shall be placed on each side on the inside of the inner shell. These pockets shall be constructed of the same material as the inner shell.

- 3.19 Collar:
The collar shall be of a double layer of the same material as the outer shell and shall have a layer of the quilted thermal barrier in the middle thereof.

A storm-flap constructed the same as the collar shall be fitted in such a way as to ensure a "Dry Suit". The area over the chin shall have a layer of Nomex Knit.



4. Requirements for Protective Trousers

- 4.1 The trouser shall be shaped in such a way that it will provide a tailored fit.
- 4.2 The trousers shall extend no less than 150 mm above the waist.
- 4.3 Super heavy-duty suspenders shall be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders. Reflective to be weaved into suspenders.
- 4.4 The main body of the suspenders shall be constructed of non-elastic webbing.
- 4.5 The suspenders shall be no less than 50 mm wide.
- 4.6 The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment.
- 4.7 On the back 50 mm wide elastic webbing shall be stitched to the non-elastic webbing. The left and right suspender belt shall be connected with 50 mm elastic webbing at the back.
- 4.8 Provision shall be made for a fly flap in the trousers. This fly flap shall be fastened with Velcro along the entire length. The fly flap shall taper from top to bottom.
- 4.9 The cuff area of the trousers shall be reinforced.
- 4.10 The leg ends shall be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell shall be fitted with an elastic band.
- 4.11 The knee area shall be reinforced with polymer coated Kevlar squares.



5. Reflective Trim

- 5.1 Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2018) shall be fitted to the suit.
- 5.2 All trims shall be 3M type.
- 5.3 The trims shall be 50mm or 76.2mm wide throughout.

- 5.4 All trims shall be double stitched
- 5.5 The colour of the trims shall be lime-yellow with a silver strip in the centre.
- 5.6 The trims shall be positioned as specified in NFPA 1971-2018 edition.

6. Marking:

Each Tunic and each pair of trousers must have a white printed label of a nominal size of 60 mm x 40 mm. All cut edges must be turned in and the label securely sewn centrally to the inside of the back of the inner shell at the top of both the tunic and trousers. The label must provide the following information printed in legible block letters.

- (a) The manufacturers name or trade mark or both
- (b) The composition of the materials
- (c) All materials NFPA 1971-2018 compliant
- (d) The year of manufacture
- (e) Washing instructions
- (f) Size
- (g) Destination

7. Insignia

Municipality Logo in front.
Municipality Back Logo.

8. General

The garment shall have no metal clips or rivets.
The manufacturer must undertake to do repairs on a material cost basis.
The suit shall be constructed in such a way that damaged panels can be replaced.
All layers must be designed to allow for this.
It is a condition of the tender that all tenderers submit a SABS Manufacturing Capability Report Certificate which is not older than twelve (12) months, which certifies the capability to manufacture the specific items tendered for with their tender.

Failure to submit this report will render the tender null and void.

Bill of Quantity

50 Fire Fighters

Boots

Heights	15' (Internal)
Colour	Black/Yellow
Type of construction	Vulcanized Rubber Upper and Sole
3rd Party Certification	UL Classified 86 JF SATRA, UK CSA, CANADA
Compliance	NFPA - National Fire Protection Assoc. 1971 Standard on Protective Ensemble for Structural Fire Fighting 2000 Edition ANSI - American National Standard Z41PT99 OSHA - Occupational Safety Health Admin. 1988

	European Standard, CE Approved - EN 345-2:1996 CSA - Canadian Standards Association
Air pressure applied for water leakage testing	50kPa
Upper	Cut Resistance - meets both NFPA and 345-2
Lining Material	Leg Lining : Kevlar Weight (min) 160g/m ² , Thickness (min) 1.50mm
Rubber Components	Upper : Black in Colour, 65% Natural Rubber, 30% Styrene Butadiene Rubber and 5% Chloroprene Rubber Foxing : Yellow in Colour, 65% Natural Rubber, 30% Styrene Butadiene Rubber and 5% Chloroprene Rubber
Thickness of Upper and Fabric Combined	1.80mm (Minimum)
Sole / Heel	Black in Colour, 60% Chloroprene Rubber, 30% Nitrile Rubber & 10% Natural Rubber Oil Resistant - Immersion in iso-octane (22 hours at 22°C) 12% max change in volume Abrasion Resistant - DIN 53516 : 250mm ³ max Hardness Shore A : 65 ± 5
Outsole Pattern	NJV, Black Moulded Sole
Sole Protection	Electric Shock Resistant - Meets CSA-Z195-M92 Resistance to Hot Contact - Meets both NFPA and EN345-2 Energy absorption - Meets EN345-2
Insole	Sponge Insole and removeable high density polyurethane insole
Steel Toe	Meets EN 345 Impact and Compression
Steel Shank	Thickness - 1.20mm. Tripple Ribbed
Chemical Resistant	Upper - Resistant towards mild acids and alkaline. Sole - Resistant towards mild acids
Finishing	Hypalon Lacquer
Packing	Polybag 6 pair / carton

Balaclava

MATERIAL	CONTENT	CONSTRUCTION	WEIGHT	COLOR(s)
P-84®	40% P-84® / 55% Rayon FR® / 5% Kevlar	1 x 1 Circular Knit	Approx. 8.2 oz. / sq. yd.	Yellow (Standard), also Red, Navy Blue, Black, and Grey

HEAD DESIGN

LAYERS: 2 ply

LENGTH: From top of head to neck: 13 inches
back)

BIB DESIGN

LAYERS: 2 ply

LENGTH: 8 inches (front and

Helmet must comply with helmets currently used in the department. Colors must include red, yellow, white and black.

STRUCTURAL FIREFIGHTING GLOVES.

The gloves must comply with NFPA 1971 editions and meet or exceed the following requirements:

1. Sueded goat leather
2. Advance multi-layer design providing thermal protection and cut/puncture resistance
3. Flexible six layer knuckle guard
4. Five varied layering for superior dexterity
5. The ring and middle finger suede and cut independently
6. Intricate stitching on outer palm layers for efficient grip.
7. Glove inner liner must be sewn in at each finger tip
8. The gloves must be long enough to extend the glove body for maximum protection.
9. Kevlar wrapped debris blocker inside of cuff edge
10. Fully knitted 100% Modacrylic inner liner
11. Double layer breathable polymer liner for blood born pathogen/liquid resistance

Gloves must be quoted on all sizes.

Rescue gloves

- Full and complete natural leather outer shell
- No fabric utilized on outer shell
- Unequaled wet grip strength
- Strategic wear and grip pads on finger tips/thumb
- Excellent cut/rip/abrasion resistance
- Extreme dexterity with no sacrifice of protection
- Glove refuses to harden or stiffen and remains soft and pliable
- Liner remains intact (no pull out) and is guaranteed
- Certified to latest NFPA 1971 standard

Workmanship

The workmanship used in the manufacture and construction of the uniform covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001/2. The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture. All work must be guaranteed and the alteration of any uniform will be for the manufacturer.

Measurement

All measurement will be done by the supplier and the relevant records of the sizes must be kept by the supplier.

Delivery Time Frame:

All uniform must be delivered within 8-12 weeks from receipt of order. Alterations and repairs must be finished and returned within 2 weeks from receipt of faulty personal protective equipment and is the responsibility of the supplier. Extension of delivery

time will only be allowed under certain circumstances and with the prior approval of the Assistant Manager: Emergency Services.

Delivery of goods:

All uniforms will be delivered in one complete set per pack/official with a name on the pack, at the Fire Station Opposite the new Cosmos Hospital at C/O Beatty Avenue & O/R Tambo Street at Emalahleni.

Samples of uniform offered must be made available on request.

For any queries or clarifications on the uniform specification contact Fire Senior Divisional Officer: Mr. D. Ground on 013-653 5754 O/H
Email: groundd@emalahleni.gov.za

4. PRICING:

- 4.1 The prices submitted on the bid document will be subjected to an annual escalation equal to the CPIX RATE
- 4.2 The Unit Prices inserted in the bill of quantity shall be an all-inclusive cost and must include and allow for all activities, equipment, transport, and any other item required to comply with this contract in all respects. All tendered prices quoted by the contractor must be in South African Rand (Currency).
- 4.3 The Council is not bound to accept any of the bids submitted and reserve the right to call for Final Offers from short-listed bidders before final selection.
- 4.4 Bidder must provide a detailed pricing schedule indicating unit prices
- 4.5 The Council reserves the right to negotiate price with preferred bidder.
- 4.6 All rates will be evaluated on an average

5. PAYMENT

Tenderers shall note that payment shall be made in terms of ELM: General Conditions of Contract (Goods/Services).

SELF COMPLIANCE CHECK SHEET

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	

4	Have you taken note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims? Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	
5	Have you completed and signed the MBD 8 - Declaration of bidder's past Supply Chain Management Practices and MBD 9 - Certificate of Independent Bid Determination?	YES	
10	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
11	Have you completed the MBD 1 form?	YES	
12	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submit a copy of your CSD Report?	YES	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the

supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

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

5. Use of contract documents and information inspection

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

extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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- 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 restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
- 34.1 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.
- 35. Prohibition of restrictive practices**
- 35.1 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.
- 35.2 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.
- 35.3 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.