



*on the Go for Growth*

**BID NUMBER:WDM/2022/23-05**  
**BID: SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL**  
**PROTECTIVE EQUIPMENT**

**ADVERT DATE: 05 AND 07 MARCH 2023**

**CLOSING DATE: 24 APRIL 2023 AT 11H00AM**

**NO BRIEFING SESSION WILL BE HELD ON THIS PROJECT**

**NAME OF TENDERER:** \_\_\_\_\_

\_\_\_\_\_

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

**TENDERED AMOUNT:** \_\_\_\_\_

**TENDERED AMOUNTS IN WORDS:** \_\_\_\_\_

\_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

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

**OFFICE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

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

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**PHYSICAL ADDRESS:** \_\_\_\_\_

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## CALL FOR TENDERS

Waterberg District Municipality (WDM) invites service providers to submit tenders for the projects:-

BID NUMBER	PROJECT DESCRIPTION	NAME/ AGENCY	BID AMOUNT	EVALUATION CRITERIA	CLOSING DATE	TECHNICAL CONTACT PERSON
WDM/2022/23-04	PROVISION AGENCY		R250.00	80/20	24 APRIL 2023 AT 11H00AM	Mr Bruce Sebelebe Tel:014718 3347 Email:bsebelebele@waterberg.gov.za
WDM/2022/23-05	SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL PROTECTIVE CLOTHING		R250.00	80/20	24 APRIL 2023 AT 11H00AM	Mr Kenneth Mothata Tel:014718 3338 Email:kmothata@waterberg.gov.za
WDM/2022/23-06	OCCUPATIONAL MEDICAL EXAMINATIONS DISEASES AND WELLNESS PROGRAMS		R250.00	80/20	24 APRIL 2023 AT 11H00AM	Mr Kenneth Mothata Tel:014718 3338 Email:kmothata@waterberg.gov.za

Tender documents are available and can be downloaded free of charge from the e-Tender portal ([www.etenders.gov.za](http://www.etenders.gov.za)) or can be obtained at non-refundable amount as indicated above from the Municipality's offices from 09h00 to 15h00 (Monday to Friday) as from the 06 MARCH 2023. All proposals must be in a sealed envelope and marked "Project name, Project number and the closing date" and be deposited in the tender box of WDM Council Building, Harry Gwala Street, Modimolle. Tender Box is accessible 24 hours/7 days per week at WDM Building.

Proposals will be evaluated on the basis of the PPPFA 80/20 preferential point system, and WDM Supply Chain Management Policy. No fax or email proposals will be accepted. Interested Service Providers should submit proposals to the following address, Municipal Manager, Waterberg District Municipality, Harry Gwala Street, Modimolle, 0510. Administrative queries relating to the tender may be addressed to SCM on 014 718 3352 / 014 718 3300 or Email: [gmatlou@waterberg.gov.za](mailto:gmatlou@waterberg.gov.za) and technical queries as per contact person above.

**P RAPUTSOA**  
**MUNICIPAL MANAGER**

## A. INTRODUCTION

### 1. Invitation to submit proposals:

Waterberg District Municipality (WDM) invites service providers to submit proposals for supply and delivery of uniform and PPE as described in the Specification document. Proposals received will be the basis for the contract negotiations and ultimately appointment of the suitable service provider. It is therefore important that service providers familiarise themselves with the municipality's processes and WDM supply chain management policy and to take them into account in preparing their proposal.

### 2. Service Providers must note that the costs of preparing the proposal and of negotiating the contract are not reimbursable and Waterberg District Municipality is not bound to accept any of the proposals submitted.

### 3. At any time before submission of the proposals, Waterberg District Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify these Specifications by amendments. The amendment will be sent in writing by facsimile or electronic mail to all registered consultants and will be binding on them. Waterberg District Municipality may at its discretion extend the deadline for the submission of proposals.

## B. FINANCIAL PROPOSAL

In preparing the financial proposal, service providers are expected to take into account the requirements and the conditions of these Specifications. The financial proposal should list all costs associated with the project and relevant taxes. The proposal must be fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the prize must be firm.

## C. NEGOTIATIONS

Negotiations to reach agreement on all points and sign a contract will be held at a time and place to be determined by the Waterberg District Municipality. Negotiations will include a discussion of the technical proposal, the proposed work plan and any suggestions made by the appointed service provider to improve the Terms of Reference. The agreed work plan, service level agreement and final Terms of Reference will then be incorporated into the "Description of Services" and form part of the contract.

WDM reserves the right to increase or reduce the scope of work depending on the availability of financial resources.

#### **D. SUBMISSION, RECEIPTING AND OPENING OF TENDER PROPOSAL**

The proposal tender document shall be placed in a sealed envelope clearly marked "project name, project number and the closing date". The envelope shall be deposited in the tender box at the municipality's offices situated at:

***HARRY GWALA STREET, MODIMOLLE***

Note that any proposal received after the closing date and time for submission, will not be considered.

Enquiries regarding the bid may be directed to:

**WATERBERG DISTRICT MUNICIPALITY, HARRY GWALA STREET, MODIMOLLE**

Note that any proposal received after the closing date and time for submission, will not be considered.

Enquiries regarding the bid may be directed to:

**Technical Enquiries regarding the may be directed to:**

**Mr Kenneth Mothata**

**Contact details: Tel: 014 718 3338**

**Email: kmothata@waterberg.gov.za**

**AND**

**Administrative Enquiries to Supply Chain Unit: - George Matlou**

**Telephone number:-014 718 3352**

**Email: gmatlou@waterberg.gov.za**

The proposal will be opened immediately after the closing time for submission. No bid outside the box will be accepted. At the proposal opening all service providers proposal will be read aloud and the proposal amount shall be made public and recorded.

Waterberg District Municipality will take ownership of the outcomes and deliverables, thereby reserving the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

#### **WATERBERG DISTRICT MUNICIPALITY**

#### **TERMS OF REFERENCE FOR SUPPLY AND DELIVERY OF UNIFORM AND PPE.**

It is the intention of the Waterberg District Municipality to enter into a service agreement with a service provider that will carry out the services described hereunder. These terms of reference and the service provider's proposal will form the basis of the contract.

## SECTION 1: DETAILS

<b>Province</b>	<b>Limpopo</b>
<b>Municipality</b>	<b>Waterberg District Municipality</b>
<b>Project Name</b>	<b>Supply and Delivery of Uniform and PPE</b>
<b>Location</b>	<b>Waterberg District Municipality</b>

## SECTION 2: SUMMARY OF BRIEF

**Proposals** are requested from service providers who have the necessary stature, extensive experience and qualifications for the Supply and Delivery of Uniform and PPE to Waterberg District Municipality.

## SECTION 3: PROJECT DESCRIPTION

### INTRODUCTION / BACKGROUND

WDM takes care of the employee wellness, health and safety. The Occupational Health and Safety Act (1993) sections 8, 9, 10 and 14 read with the General Safety Regulations states that the employer shall ensure that employees are provided with relevant safety equipment and facilities to mitigate any form of hazards that can be posed by the job situation. It is further the responsibility of the employer to enforce that same protective clothing is used accordingly.

In terms of Section 84 (1)(j) of Municipal Structures Act 117 of 1998, a district municipality has the following functions and powers:

Fire Fighting Services serving the area of the district municipality as a whole, which includes-

- (i) Planning, co-ordination and regulation of fire services;
- (ii) Specialized firefighting services such as mountain, veld and chemical fire services;
- (iii) Co-ordination of standardisation of infrastructure, vehicles, equipment and procedures;
- (iv) Training of fire officers.

WDM intends to appoint service provider for the Supply and Delivery of Uniform and PPE.

## PURPOSE / OBJECTIVES OF THE PROJECT

In general the purpose of the project is to appoint one(1) service providers who can supply and deliver uniform and PPE as specified.

## SCOPE OF WORK

This tender makes a provision for the appointment of a service provider to supply and deliver uniform and PPE to Waterberg District Municipality for a period of thirty six (36) months.

Item	Description: All PPE to meet EN 340, Protective Clothing — General requirements and NFPA Standards
1	<p>Firefighting Bunker Jacket Black and khakhi:</p> <ul style="list-style-type: none"><li>Outer shell: Southern Mills, Advanced, <u>Nomex/Kevlar</u> blend in a "rip stop weave", with <u>water repellent</u> finish.</li><li>Thermal insulated layer: Southern Mills Caldura batten quilt material.</li><li>Thermal and moisture barriers are sewn together for removal for cleaning, repair and replacement from outer shell.</li><li>Moisture barrier: Breathe-Tex material combined with Nomex/Kevlar blend laminated cloth.</li></ul>
2	<p>Firefighting Bunker Trouser Black and Khaki:</p> <ul style="list-style-type: none"><li>Outer shell: Southern Mills, Advanced, <u>Nomex/Kevlar</u> blend in a "rip stop weave", with <u>water repellent</u> finish.</li><li>Thermal insulated layer: Southern Mills Caldura batten quilt material.</li><li>Thermal and moisture barriers are sewn together for removal for cleaning, repair and replacement from outer shell.</li><li>Moisture barrier: Breathe-Tex material combined with Nomex/Kevlar blend laminated cloth.</li></ul>
3	<p>Firefighting helmet:</p> <ul style="list-style-type: none"><li><b>Helmet shell:</b> Contains a Front Brim, Rear Brim, and Raised Top.</li><li><b>Impact ring:</b> 3/8" thick sponge rubber Impact Ring to absorb impact energy</li><li><b>Helmet liner:</b> High Density plastic liner, made of fire retardant cotton and <u>Nomex</u>; completely adjunctable; "NAPE Strap" adjusts to firmly cradle the occipital portion of head.</li><li><b>Chin strap:</b> 3/4" wide, black nylon w/ Velcro on one end, leather backed "postman" side buckle.</li></ul>
4	<p>Balaclava:</p> <p>They are made of Nomex Knit Fabric which weighs 6 oz./ Sq. Yrd.; they are most often double ply with only one seam running from the top center of the face opening, over the top and down the bottom of the bib.</p>

5	<p>Fire Fighter gloves:</p> <p>Kevlar or Nomex. All thread used in the glove construction must be inherently flame resistant fiber, and any metal hardware must be resistant to corrosion. Must meet NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (2013).</p>
6	<p>Black Firefighting boots:</p> <ul style="list-style-type: none"> <li>• Flame retardant rubber upper with polyaramide lining. Highly chemical-resistant rubber upper. Abrasion-, oil-, chemical-, heat-, and slip-resistant chloroprene rubber NJV sole</li> <li>• Extra comfort non-woven para/meta aramid FR lining with excellent flame resistant properties. Reinforced backstay for heel/tendon protection. Steel mid sole for footstep protection against penetration</li> <li>• Safety reflective patch on the side and back of the boot. Ankle padding protection and foam midleg padding for additional support</li> <li>• Heavy-duty pull straps. Ultra flexible: Exceeds 305,000 Flex Rating</li> <li>• Ideal for Regular and Auxillary Firefighters, Forest fire workers, General fire rescue</li> </ul>
7	<p>Replacement visor:</p> <p>The visor or face shield shall be constructed of at least two independent layer of material, and their edges shall be effectively protected by suitable frames or by the design of the helmet itself.</p>
8	<p>Firefighting safety goggles:</p> <p>All Innerzone™ goggles meet or exceed all applicable standards associated with US Federal OSHA, ANSI Z87.1+, and NFPA 1971-2007, including the 500 degree (F) for 5-minute oven test. Innerzone™ lenses exceed the U.S. Military's MIL-DTL-43511D ballistic impact requirements and provide 100% UVA/UVB Protection</p>
9	<p>Fire Fighting Tunic Bag:</p> <p>Exterior zippered pocket  2 roomy interior pockets for gloves or essential items  Abrasion-resistant double-layered bottom  Design and materials make the bag easy to clean  Made from durable 1000D Nylon Cordura®  Outer Pocket Dimensions: 10.5" x 4.5"  Dimensions: 29"L x 14" W x 14" Tall  80 Liter Volume</p>
10	<p>White Short sleeve shirts- with (70mm)maltes cross embroidered:</p> <p><b>Material:</b> 35% Viscose 65% Polyester.  Heavy weight shirting.  <b>Colour:</b> White</p>

	<p><b><i>Style:</i></b> Open glad neck collar  Two pleated breast pockets with flaps Velcro closing.  Stitched in permanent creases back and front.  Button through front.  Epaulettes to button.  <b><i>Short sleeves:</i></b> Dummy / turn up cuffs  Including embroidery – name tag  - breast badge  - two sleeve badges</p>
11	<p>White Long sleeve shirts- with (70mm) maltes cross embroidered:  <b><i>Material:</i></b> 112 grams per square meter.  35% Cotton 65% Polyester.  Standard weight shirting.  <b><i>Colour:</i></b> White  <b><i>Style:</i></b> Two patch breast pockets with flaps to button.  Button through front.  No badges included in long sleeve shirts  <b><i>Long sleeves:</i></b> Fused / raised collar. Cuffs to button</p>
12	<p>Black Trousers: 55% Trevira 45% Wool:  <b><i>Colour:</i></b> Black .  <b><i>Style:</i></b> Double pleated fronts.  One hip pocket to button.  Zip fly.  Two slanted side pockets.  40 mm belt loops.  Plain bottoms.  55% Trevira 45% Wool</p>
13	<p>Black shoes(Male ):  Leather uppers.  Lace up  With a parabellum soles  SANS 421 Approved</p>
14	<p>Black shoes(female):  Leather uppers.  Lace up  With a parabellum soles  SANS 421 Approved</p>
15	<p>Single leather belt 32mm:  With bronze buckle:  Colour: Black</p>



	a) Basket weave - 32 MM
16	Rank markings( Cap markings, dress, uniform, lapel marking and lanyard rope, helmet)
16.1	Chief Fire Officer
16.2	Divisional Officers
16.3	Station officers
16.4	Leading Fire Fighter
16.5	Firefighters
16.6	Junior fire fighters
17	Red lanyard rope
18	Bio-guard type <b>black</b> socks 70 % wool and 30 % nylon/Elastane, No cotton. The material shall have a thickness of no less than 2,5 mm.
19	<p>Combat Shirt (50/50%)Poly-Cotton)shirt <b>Blue</b>- with (70mm) maltes cross and cloth name tags embroidered:</p> <p><b>COMBAT SHIRTS</b>-with (70mm) maltes cross embroidered</p> <p><b>Material.</b> 50 % Polyester 50 % Cotton. Field dress</p> <p><b>Colour:</b> Navy</p> <p><b>Style:</b> Short sleeve.</p> <p>Two pleated patch breast pockets with flaps to button.</p> <p>Stitched increases back and front</p> <p>Open glad neck collar.</p> <p>Button through front.</p> <p>Lime and silver 3M reflective tape on both sleeves</p> <p>Embroidered name tag and service badge on breast and sleeves.</p> <p>Retro-reflective fluorescent trims in accordance with the NFPA 1971 (1997) shall be fitted to the suit.</p> <p>All trims shall be 3M type 9487.</p> <p>The trims shall be 50 mm wide throughout.</p> <p>All trims shall be double stitched.</p> <p>The color of the trims shall be lime-yellow with a silver strip in the center</p>
20	<p>Combat (50/50%)Poly-Cotton)Trousers <b>Blue</b>:</p> <p><b>Material.</b> 50 % Polyester 50 % Cotton.</p> <p><b>Colour:</b> Navy</p> <p><b>Style:</b> Double seat double knees.</p> <p>Draw cord in trouser bottoms.</p> <p>Zip fly.</p> <p>5 x 70mm x 25 mm Stitched down belt loops.</p> <p>Two standard side pockets.</p> <p>One jet hip pocket with concealed button.</p> <p>One pleated field dressing pocket - right groin - Velcro closing.</p>

	<p>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 trousers.  Lime and silver 3M reflective tape sewn onto both legs  Retro-reflective fluorescent trims in accordance with the NFPA 1971 (1997) shall be fitted to the suit.</p> <p>All trims shall be 3M type 9487.  The trims shall be 50 mm wide throughout.  All trims shall be double stitched.  The color of the trims shall be lime-yellow with a silver strip in the center</p>
21	<b>Blue</b> 'V' neck jerseys with (70mm) maltes cross and embroidered
22	<b>Black</b> 'V' neck jerseys with (70mm) maltes cross and embroidered
23	<p>Fire Safety Boots:  <b>Style:</b> Steel toe cap boots  <b>Colour:</b> Black  Type classification: <b>SB</b> (Safety Boot)  <b>Impact protection</b> provided is 200 Joules  <b>Compression / crushing</b> protection provided is 15,000 Newton's  Full-Grain Oil Leather Uppers  Breathable Cambrelle Lining  Comfortable Poliyou Air Insole  Durable Goodyear Welt Construction  Walking Machines Oil-Resistant Rubber Lug Outsole  Dual Lacing System  Additional Protection:  <b>Outsole resistance to hot contact:</b> 300°C</p>
24	<p>Blue Winter Jackets 'Hip length' double collar:  )"WINDBREAKER" (double collar) <b>STYLE</b>  <b>Quality:</b> 50% Polyester 50% Cotton.  <b>Colour:</b> Navy blue.  <b>Style:</b> Double collar.  Quilted body and sleeves.  Zip front with storm flap.  Two breast pockets. with or without epaulettes.  Two slant hand warmer side pockets.  Elasticated waist band.  Embroidered name tag and service badge on breast and sleeves</p>
25	<p>Reflector Jackets:  HIGH QUALITY REFLECTIVE VEST.</p>

	ZIP OFF SLEEVES. Combination of Orange and Lime. 100% Polyester Tricot/Mesh fabric. 100% waterproof I.D Pocket, Reflective collar
26	Bio-guard type <b>blue</b> socks 70 % wool and 30 % nylon/Elastane, No cotton. The material shall have a thickness of no less than 2,5 mm.
27	Thermal socks: 70 % wool and 30 % nylon/Elastane, <b>No cotton</b> . The material shall have a thickness of no less than 2,5 mm. Description: Mid-calf length sock with thick cushioned terry foot bed, reinforced toe and heel section. Double layer shank, knitted in an elastomeric “skeleton” that hugs the entire foot. Colour: Blue Grey Features:       Inherently flame-resistant for the life of the garment. Highly moisture absorbent, double that of cotton. Water washable. Outstanding resistance to molten metal splash. Natural fibers. Comfortable to wear. Cool in summer, warm in winter. Standards:     EN 531: 1995; EN ISO 14116 (3/5H/40) and CE 0339.
28	Metal name tag
29	Women black skirt(Firefighting) 55% Trevira 45% Wool
30	Women safety shoes(Cleaners) The brand for modern performance safety footwear that excels all expectations. Smooth grain leather upper. Oil and acid resistant. Dual density sole with steel midsole Steel toe cap - 200 Joules assured. Colour: Black.
31	Women shirts(Cleaners) 100 % cotton Navy blue embroidery on the left chest, no pocket
32	Ladies overalls(Cleaners) 100% cotton embroidery on the left chest (Navy Blue), no pocket
33	Women skirt(Cleaners) 100 % cotton, shaped waistband, front pockets, embroidery on back left pocket
34	Men safety boots (General Worker) Low Ankle Shoes Shock Absorber All Weather Friendly

	<p>Imported no steel Toe Cap  Genuine Leather Upper  DIP Technology PU Sole  Comfortable &amp; Durable  Anti Skid Sole  Oil &amp; Acid Resistant Sole</p>
35	<p>Men flame and acid retard conti suite overalls (General Worker)</p> <p>Jacket features include concealed YKK zip; chest pocket with V-flap and press-stud; hanger loop; side slits and elasticated cuffs. Pants have 1/2 elasticated waistband; triple top-stitching on front and back rise and also on the inner and outer leg. 300g 100% cotton with acid and flame retardant finish. SABS Approved</p>
36	White overalls (jacket and Pants) Abattoir
37	Blue overalls (jacket and pants) Abattoir
38	White Safety helmet (one size fits all) Abattoir
39	Water boots (black on black sole) Abattoir
40	Water boots (White with red sole) Abattoir
41	Freeze suites
42	Aprons(PVC White)
43	Loading jacket with cap PVC Abattoir
44	Long White lab/dust coat Abattoir
45	Golf shirt ( fire)
46	<p>Golf cap male/female( fire):  Velcro adjustable.  Re-inforced front for badge.  Large peak.  i) With embroidered Lurex 70mm maltese cross (fire badg and embroidered peak</p>
47	Ear plugs(noise)
48	Dust mask
49	<p>Badge:  To be manufactured from mettellette</p>

	<p>To be painted with a heat resistant, non-fading paint and covered with a clear epoxy resin coating of acceptable hardness</p> <p>- the paint and the resin coating to be free from bubbles, spots, inclusions, cracks and crazing and confined to the area prescribed by the design</p> <p>To be designed, dimensioned and colored as will be provided by the Chief Fire Officer.</p>
50	<p>Corporate Black jacket (Male):</p> <p>Shall be plain weave - 55 % Trevira and 45 % wool. 3-ply warp, 3-ply weft of 360 to 380 grams per metre.</p>
51	<p>Corporate Black jacket (Female):</p> <p>Shall be plain weave - 55 % Trevira and 45 % wool. 3-ply warp, 3-ply weft of 360 to 380 grams per metre.</p>
52	<p>Corporate Caps(Male):</p> <p>Material:</p> <p>[Melton] Three ply plain weave 55% trevira and 45% wool to match uniform. The Badge as specified shall be supplied and fitted by supplier as instructed.</p> <ul style="list-style-type: none"> <li>• Two leaves x1</li> <li>• One leave x1</li> <li>• No leave x1</li> </ul>
53	<p>Corporate Caps(Female):</p> <p>Material:</p> <p>[Melton] Three ply plain weave 55% trevira and 45% wool to match uniform. The Badge as specified shall be supplied and fitted by supplier as instructed.</p> <ul style="list-style-type: none"> <li>• Two leaves x1</li> <li>• One leave x1</li> <li>• No leave x1</li> </ul>
54	Squire ladies neck scarf, chiffon 86 cm
55	<p>Tie(Male):</p> <p>Color: Black to S.A.B.S. CKS 129/401c.</p> <p>Material: 2 Panel, 100% Satin Polyester, lined and tipped.</p> <p>Dimension: 1 450 mm Minimum and 2 000mm Maximum long x 80 mm at the widest wide point.</p>
56	White ceremonial glove
57	<p>Track suits:</p> <p>WASH CARE INSTRUCTIONS: Cool wash. Do not bleach. Cool iron. Do not tumble dry. Wash separately with like colours.</p>

	<p>FABRIC: Polyester</p> <p>FIT: Jacket and pants: Regular fit strikes a comfortable balance between loose and snug;</p> <p>Pants: Tapered legs with elastic cuffs.</p> <p>FEATURES: Jacket: Stand-up collar</p> <p>Jacket: Long sleeves with banded cuff</p>
58	<p>Running shoe:</p> <p>MATERIAL: Mesh</p> <p>FEATURES: RF Gel unit and FF non-visible GEL</p> <p>FlyteFoam Propel to the top</p> <p>FlyteFoam Lyte to the bottom</p> <p>Moulded EVA sockliner</p> <p>Guidance line</p> <p>SpEVA 45 lasting</p> <p>New full ground contact set-up</p> <p>Neutral Pebax Trusstic for light stability</p> <p>Overlay for support</p> <p>Two-layer jacquard mesh</p> <p>External clutch counter</p> <p>OrthoLite collar sponge</p> <p>New last, more forefoot room</p> <p>AHAR outsole</p> <p>AHAR+ heel plug</p> <p>High-quality materials</p> <p>10mm drop</p>
59	<p>Webbing Belt:</p> <p>Single length of webbing</p> <p>Plastic buckle, Injection moulded to one and</p> <p>Plastic belt tip, Injection moulded to other end</p> <p>The WDM Fire Services emblem as specified to be on buckle.</p>
60	<p>Women Slag:</p> <p>Be 55% Trevira and 45% Wool. 3-Ply warp, 3-Ply weft of 360 to 380 grams per metre Be of minimum width of 150cm Be of a color that is an acceptable match to color No CKS129/401c Black. Weave to be plain</p>
61	<p>Soccer kit for 15 players</p> <p>Mesh Fabfric, 100% polyester</p>
62	<p>Netball kit for 10 players</p> <p>Ultra-mesh, 100% polyester</p>
63	<p>Volleyball kit for 9 players</p> <p>Aerofibre, 100% polyester</p>
64	<p>Soccer ball-Synthetic Leather(Coated with polyurethane) size 5</p>

65	Volleyball ball-synthetic Leather size 25.5 inches
66	Netball ball waterproof material size 5
67	<p><b>JUMP / FLIGHT SUITS – DESIGNER</b></p> <p>Minimum order of 10 suits for Designer jump suits</p> <p>Collar: Standard open glad neck collar.</p> <p>Pockets: a) Two slant breast pockets with heavy-duty nylon zips. b) Two standard lined trouser side pocket. c) Two map / thigh pockets with Velcro closing flaps. d) One pen pocket - zip closing - on left upper arm.</p> <p>Front closing: Heavy-duty nylon zip with Velcro closing cover flap.</p> <p>Waist: Elasticated back. Tunnel elastic with Velcro fastening adjustment pull tags in front.</p> <p>Sleeves: a) Long or short sleeve with reflective tape securely sewn on around biceps. b) Long sleeve has Velcro closing cuffs and double elbows with zip off sleeves.</p> <p>Legs: a) Adjustable leg bottoms - heavy-duty zip closing. b) Reflective tape securely sewn on above knees - below map pockets. c) Double knees.</p> <p>Reflective badges : Includes one reflective back panel</p> <p>Reflective tape : Checker board tape on arms and legs</p> <p>Colour : Navy Blue</p> <p>Reflector color : Lime</p> <p>Sizes : 26-50 : 50+</p>
68	<p>Rain coat and pant</p> <p><b>JACKET</b></p> <ul style="list-style-type: none"> <li>• Concentric rings of 50mm lime and silver reflective tape (EN 20471 Class II) around torso and arms.</li> <li>• Double needle stitched throughout with internal heat sealed taped seams for extra strength and water resistance.</li> <li>• Stow away hood with drawcord.</li> <li>• Ventilated mesh back and underarm eyelets for breathability</li> <li>• Raglan sleeves.</li> <li>• Concealed elasticised storm cuffs.</li> <li>• Stud fastening storm front with concealed Vislon zip.</li> <li>• Lower patch pockets with flaps.</li> <li>• Tipped drawcord with adjustable toggles at waist</li> </ul> <p><b>TROUSERS</b></p> <ul style="list-style-type: none"> <li>• Fully elasticated waist</li> <li>• Ankle poppers on the trouser hem</li> <li>• Polyester PVC</li> </ul>
69	<p>Torch (super light rechargeable flesh light</p> <ul style="list-style-type: none"> <li>• Aerospace aluminium alloy</li> <li>• Superlight</li> <li>• Emission 1000m</li> </ul>

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|  | <ul style="list-style-type: none"> <li>• Zoom elimination</li> </ul> |
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#### SECTION 4: PROJECT OUTCOMES/ OUTPUTS/ DELIVERABLES

Supply and delivery of personal protective clothing inline with scope of work as and when required.

#### SECTION 5: PROJECT PLAN/WORKS PROGRAM

Service providers shall act in line with the client's instructions and bill in line with the agreed rates. Any deviations without the client's approval shall be at the costs of the service Provider.

#### SECTION 6: PROJECT COSTS / PRICING SCHEDULE AND PAYMENT MILESTONE

Service providers are expected to provide an estimate of disbursements in their proposal and indicate payment at specific milestones successfully completed. The project cost must be inclusive of **all chargeable costs to the municipality**. The municipality will not pay any amount outside the projected/quoted amount, should the service provider under price.

The payment milestone will be agreed to with the appointed Service Provider. The WDM will within 30 days period after presentation of an approved invoice of the PPE/Uniform make payment to the service provider. Please note that **100% payment** will be made by WDM on completion/delivery of the PPE/Uniform and to WDM's satisfaction.

The proposal must be fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the prize must be firm.



**COMPULSORY PRICING SCHEDULE TO BE COMPLETED BY ALL BIDDERS:**

Item	Description	Quantity	Unit price year 1	Unit price year 2	Unit price year 3
1	<p>Firefighting Bunker Jacket Black and khakhi:</p> <ul style="list-style-type: none"> <li>Outer shell: Southern Mills, Advanced, <u>Nomex/Kevlar</u> blend in a "rip stop weave", with <u>water repellent</u> finish.</li> <li>Thermal insulated layer: Southern Mills Caldura batten quilt material.</li> <li>Thermal and moisture barriers are sewn together for removal for cleaning, repair and replacement from outer shell.</li> <li>Moisture barrier: Breathe-Tex material combined with Nomex/Kevlar blend laminated cloth.</li> </ul>	1			
2	<p>Firefighting Bunker Trouser Black and Khaki:</p> <ul style="list-style-type: none"> <li>Outer shell: Southern Mills, Advanced, <u>Nomex/Kevlar</u> blend in a "rip stop weave", with <u>water repellent</u> finish.</li> <li>Thermal insulated layer: Southern Mills Caldura batten quilt material.</li> <li>Thermal and moisture barriers are sewn together for removal for cleaning, repair and replacement from outer shell.</li> <li>Moisture barrier: Breathe-Tex material combined with Nomex/Kevlar blend laminated cloth.</li> </ul>	1			
3	<p>Firefighting helmet:</p> <ul style="list-style-type: none"> <li><b>Helmet shell:</b> Contains a Front Brim, Rear Brim, and Raised Top.</li> <li><b>Impact ring:</b> 3/8" thick sponge</li> </ul>	1			

	<p>rubber Impact Ring to absorb impact energy</p> <ul style="list-style-type: none"> <li>• <b>Helmet liner:</b> High Density plastic liner, made of fire retardant cotton and <u>Nomex</u>; completely adjustable; "NAPE Strap" adjusts to firmly cradle the occipital portion of head.</li> <li>• <b>Chin strap:</b> 3/4" wide, black nylon w/ Velcro on one end, leather backed "postman" side buckle.</li> </ul>				
4	<p>Balaclava:</p> <p>They are made of Nomex Knit Fabric which weighs 6 oz./ Sq. Yrd.; they are most often double ply with only one seam running from the top center of the face opening, over the top and down the bottom of the bib.</p>	1			
5	<p>Fire Fighter gloves:</p> <p>Kevlar or Nomex. All thread used in the glove construction must be inherently flame resistant fiber, and any metal hardware must be resistant to corrosion. Must meet NFPA 1971: Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (2013).</p>	1			
6	<p>Black Firefighting boots:</p> <ul style="list-style-type: none"> <li>• Flame retardant rubber upper with polyaramide lining. Highly chemical-resistant rubber upper. Abrasion-, oil-, chemical-, heat-, and slip-resistant chloroprene rubber NJV sole</li> <li>• Extra comfort non-woven para/meta aramid FR lining with excellent flame resistant properties. Reinforced backstay for heel/tendon protection. Steel mid sole for footstep protection against</li> </ul>	1			

	<p>penetration</p> <ul style="list-style-type: none"> <li>• Safety reflective patch on the side and back of the boot. Ankle padding protection and foam midleg padding for additional support</li> <li>• Heavy-duty pull straps. Ultra flexible: Exceeds 305,000 Flex Rating</li> <li>• Ideal for Regular and Auxillary Firefighters, Forest fire workers, General fire rescue</li> </ul>				
7	<p>Replacement visor: The visor or face shield shall be constructed of at least two independent layer of material, and their edges shall be effectively protected by suitable frames or by the design of the helmet itself.</p>	1			
8	<p>Firefighting safety goggles: All Innerzone™ goggles meet or exceed all applicable standards associated with US Federal OSHA, ANSI Z87.1+, and NFPA 1971-2007, including the 500 degree (F) for 5-minute oven test. Innerzone™ lenses exceed the U.S. Military's MIL-DTL-43511D ballistic impact requirements and provide 100% UVA/UVB Protection</p>	1			
9	<p>Fire Fighting Tunic Bag: Exterior zippered pocket 2 roomy interior pockets for gloves or essential items Abrasion-resistant double-layered bottom Design and materials make the bag easy to clean Made from durable 1000D Nylon Cordura® Outer Pocket Dimensions: 10.5" x 4.5" Dimensions: 29"L x 14" W x 14" Tall 80 Liter Volume</p>	1			

10	<p>White Short sleeve shirts- with (70mm)maltes cross embroidered:</p> <p><b>Material:</b> 35% Viscose 65% Polyester. Heavy weight shirting.</p> <p><b>Colour:</b> White</p> <p><b>Style:</b> Open glad neck collar Two pleated breast pockets with flaps Velcro closing. Stitched in permanent creases back and front. Button through front. Epaulettes to button.</p> <p><b>Short sleeves:</b> Dummy / turn up cuffs Including embroidery – name tag</p> <ul style="list-style-type: none"> <li>- breast badge</li> <li>- two sleeve badges</li> </ul>	1			
11	<p>White Long sleeve shirts- with (70mm) maltes cross embroidered:</p> <p><b>Material:</b> 112 grams per square meter. 35% Cotton 65% Polyester. Standard weight shirting.</p> <p><b>Colour:</b> White</p> <p><b>Style:</b> Two patch breast pockets with flaps to button. Button through front. No badges included in long sleeve shirts</p> <p><b>Long sleeves:</b> Fused / raised collar. Cuffs to button</p>	1			
12	<p>Black Trousers: 55% Trevira 45% Wool:</p> <p><b>Colour:</b> Black .</p> <p><b>Style:</b> Double pleated fronts. One hip pocket to button. Zip fly. Two slanted side pockets. 40 mm belt loops. Plain bottoms. 55% Trevira 45% Wool</p>	1			
13	<p>Black shoes(Male ):</p> <p>Leather uppers.</p>	1			

	Lace up With a parabellum soles SANS 421 Approved				
14	Black shoes(female): Leather uppers. Lace up With a parabellum soles SANS 421 Approved	1			
15	Single leather belt 32mm: With bronze buckle. Colour: Black  a) Basket weave - 32 MM	1			
16.	<b>Rank markings( Cap markings, dress, uniform, lapel marking and lanyard rope, helmet)</b>				
16.1	Chief Fire Officer	1			
16.2	Divisional Officers	1			
16.3	Station officers	1			
16.4	Leading Fire Fighter	1			
16.5	Firefighters	1			
16.6	Junior fire fighters	1			
17	Red lanyard rope	1			
18	Bio-guard type <b>black</b> socks 70 % wool and 30 % nylon/Elastane, No cotton. The material shall have a thickness of no less than 2,5 mm.	1			
19	Combat Shirt (50/50%)Poly-Cotton)shirt <b>Blue-</b> with (70mm) maltes cross and cloth name tags embroidered: <b>COMBAT SHIRTS</b> -with (70mm) maltes cross embroidered <b>Material.</b> 50 % Polyester 50 % Cotton. Field dress <b>Colour:</b> Navy <b>Style:</b> Short sleeve. Two pleated patch breast pockets with flaps to button. Stitched increases back and front Open glad neck collar. Button through front. Lime and silver 3M reflective tape on both sleeves  Embroidered name tag and service badge	1			

	<p>on breast and sleeves. Retro-reflective fluorescent trims in accordance with the NFPA 1971 (1997) shall be fitted to the suit.</p> <p>All trims shall be 3M type 9487. The trims shall be 50 mm wide throughout. All trims shall be double stitched. The color of the trims shall be lime-yellow with a silver strip in the center</p>				
20	<p>Combat (50/50%)Poly-Cotton)Trouser <b>Blue:</b> <b>Material.</b> 50 % Polyester 50 % Cotton. <b>Colour:</b> Navy <b>Style:</b> Double seat double knees. Draw cord in trouser bottoms. Zip fly. 5 x 70mm x 25 mm Stitched down belt loops. Two standard side pockets. One jet hip pocket with concealed button. One pleated field dressing pocket - right groin - Velcro 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 trousers. Lime and silver 3M reflective tape sewn onto both legs Retro-reflective fluorescent trims in accordance with the NFPA 1971 (1997) shall be fitted to the suit.</p> <p>All trims shall be 3M type 9487. The trims shall be 50 mm wide throughout. All trims shall be double stitched. The color of the trims shall be lime-yellow with a silver strip in the center</p>	1			

21	<b>Blue</b> 'V' neck jerseys with (70mm) maltes cross and embroidered	1			
22	<b>Black</b> 'V' neck jerseys with (70mm) maltes cross and embroidered	1			
23	Fire Safety Boots: <b>Style:</b> Steel toe cap boots <b>Colour:</b> Black Type classification: <b>SB</b> (Safety Boot) <b>Impact protection</b> provided is 200 Joules <b>Compression / crushing</b> protection provided is 15,000 Newton's Full-Grain Oil Leather Uppers Breathable Cambrelle Lining Comfortable Poliyou Air Insole Durable Goodyear Welt Construction Walking Machines Oil-Resistant Rubber Lug Outsole Dual Lacing System Additional Protection: <b>Outsole resistance to hot contact:</b> 300°C	1			
24	Blue Winter Jackets 'Hip length' double collar: <b>) "WINDBREAKER" (double collar) STYLE</b> <b>Quality:</b> 50% Polyester 50% Cotton. <b>Colour:</b> Navy blue. <b>Style:</b> Double collar. Quilted body and sleeves. Zip front with storm flap. Two breast pockets. with or without epaulettes. Two slant hand warmer side pockets. Elasticated waist band. Embroidered name tag and service badge on breast and sleeves	1			
25	Reflector Jackets: HIGH QUALITY REFLECTIVE VEST. ZIP OFF SLEEVES. Combination of Orange and Lime. 100% Polyester Tricot/Mesh fabric. 100% waterproof I.D Pocket, Reflective collar	1			

26	Bio-guard type <b>blue</b> socks 70 % wool and 30 % nylon/Elastane, No cotton. The material shall have a thickness of no less than 2,5 mm.	1			
27	<p>Thermal socks:  70 % wool and 30 % nylon/Elastane, <b>No cotton</b>. The material shall have a thickness of no less than 2,5 mm.  Description: Mid-calf length sock with thick cushioned terry foot bed, reinforced toe and heel section. Double layer shank, knitted in an elastomeric “skeleton” that hugs the entire foot.  Colour: Blue Grey  Features:      Inherently flame-resistant for the life of the garment.                      Highly moisture absorbent, double that of cotton.                      Water washable.                      Outstanding resistance to molten metal splash.                      Natural fibers.                      Comfortable to wear.                      Cool in summer, warm in winter.  Standards:      EN 531: 1995; EN ISO 14116 (3/5H/40) and CE 0339.</p>	1			
28	Metal name tag	1			
29	Women black skirt(Fire fighting) 55% Trevira 45% Wool	1			
30	<p>Women safety shoes(Cleaners)  The brand for modern performance safety footwear that excels all expectations.  Smooth grain leather upper.  Oil and acid resistant.  Dual density sole with steel midsole  Steel toe cap - 200 Joules assured.  Colour: Black.</p>	1			
31	<p>Women shirts(Cleaners)  100 % cotton Navy blue embroidery on the left chest, no pocket</p>	1			



32	Ladies overalls(Cleaners) 100% cotton embroidery on the left chest (Navy Blue), no pocket	1			
33	Women skirt(Cleaners) 100 % cotton, shaped waistband, front pockets, embroidery on back left pocket	1			
34	Men safety boots (General Worker) Low Ankle Shoes Shock Absorber All Weather Friendly Imported no steel Toe Cap Genuine Leather Upper DIP Technology PU Sole Comfortable & Durable Anti Skid Sole Oil & Acid Resistant Sole	1			
35	Men flame and acid retard conti suite overalls (General Worker)  Jacket features include concealed YKK zip; chest pocket with V-flap and press- stud; hanger loop; side slits and elasticated cuffs. Pants have 1/2 elasticated waistband; triple top-stitching on front and back rise and also on the inner and outer leg. 300g 100% cotton with acid and flame retardant finish. SABS Approved	1			
36	White overalls (jacket and Pants) Abattoir	1			
37	Blue overalls (jacket and pants) Abattoir	1			
38	White Safety helmet (one size fits all) Abattoir	1			
39	Water boots (black on black sole) Abattoir	1			
40	Water boots (White with red sole) Abattoir	1			
41	Freeze suites	1			
42	Aprons(PVC White)	1			
43	Loading jacket with cap PVC Abattoir	1			

44	Long White lab/dust coat Abattoir	1			
45	Golf shirt ( fire fighting)	1			
46	Golf cap male/female( fire fighting): Velcro adjustable. Re-inforced front for badge. Large peak. ii) With embroidered Lurex 70mm maltese cross (fire badg and embroidered peak	1			
47	Ear plugs(noise)	1			
48	Dust mask	1			
49	Badge: To be manufactured from mettellette To be painted with a heat resistant, non- fading paint and covered with a clear apoxy resin coating of acceptable hardness - the paint and the resin coating to be free from bubbles, spots, inclusions, cracks and crazing and confined to the area prescribed by the design To be designed, dimensioned and colored as will be provided by the Chief Fire Officer.	1			
50	Corporate Black jacket (Male ): Shall be plain weave - 55 % Trevira and 45 % wool. 3-ply warp, 3-ply weft of 360 to 380 grams per metre.	1			
51	Corporate Black jacket (Female): Shall be plain weave - 55 % Trevira and 45 % wool. 3-ply warp, 3-ply weft of 360 to 380 grams per metre.	1			
52	Corporate Caps(Male): Material: [Melton] Three ply plain weave 55% trevira and 45% wool to match uniform. The Badge as specified shall be supplied and fitted by supplier as instructed.  • Two leaves x1	1			

	<ul style="list-style-type: none"> <li>• One leave x1</li> <li>• No leave x1</li> </ul>				
53	<p>Corporate Caps(Female):</p> <p>Material:</p> <p>[Melton] Three ply plain weave 55% trevira and 45% wool to match uniform. The Badge as specified shall be supplied and fitted by supplier as instructed.</p> <ul style="list-style-type: none"> <li>• Two leaves x1</li> <li>• One leave x1</li> <li>• No leave x1</li> </ul>	1			
54	Squire ladies neck scarf, chiffon 86 cm	1			
55	<p>Tie(Male):</p> <p>Color: Black to S.A.B.S. CKS 129/401c.</p> <p>Material: 2 Panel, 100% Satin Polyester, lined and tipped.</p> <p>Dimension: 1 450 mm Minimum and 2 000mm Maximum long x 80 mm at the widest wide point.</p>	1			
56	White ceremonial glove	1			
57	<p>Track suits:</p> <p>WASH CARE INSTRUCTIONS: Cool wash. Do not bleach. Cool iron. Do not tumble dry. Wash separately with like colours.</p> <p>FABRIC: Polyester</p> <p>FIT: Jacket and pants: Regular fit strikes a comfortable balance between loose and snug;</p> <p>Pants: Tapered legs with elastic cuffs.</p> <p>FEATURES: Jacket: Stand-up collar</p> <p>Jacket: Long sleeves with banded cuff</p>	1			
58	<p>Running shoe:</p> <p>MATERIAL: Mesh</p> <p>FEATURES: RF Gel unit and FF non-</p>	1			

	visible GEL FlyteFoam Propel to the top FlyteFoam Lyte to the bottom Moulded EVA sockliner Guidance line SpEVA 45 lasting New full ground contact set-up Neutral Pebax Trusstic for light stability Overlay for support Two-layer jacquard mesh External clutch counter OrthoLite collar sponge New last, more forefoot room AHAR outsole AHAR+ heel plug High-quality materials 10mm drop				
59	Webbing Belt: Single length of webbing Plastic buckle, Injection moulded to one and Plastic belt tip, Injection moulded to other end The WDM Fire Services emblem as specified to be on buckle.	1			
60	Women Slag: Be 55% Trevira and 45% Wool. 3-Ply warp, 3-Ply weft of 360 to 380 grams per metre Be of minimum width of 150cm Be of a color that is an acceptable match to color No CKS129/401c Black. Weave to be plain	1			
61	Soccer kit for 15 players Mesh Fabfric, 100% polyester	1			
62	Netball kit for 10 players Ultra-mesh, 100% polyester	1			
63	Volleyball kit for 9 players Aerofibre, 100% polyester	1			
64	Soccer ball-Synthetic Leather(Coated with polyurethane) size 5	1			
65	Volleyball ball-synthetic Leather size 25.5 inches	1			

66	Netball ball waterproof material size 5	1			
67	<p>JUMP / FLIGHT SUITS – DESIGNER</p> <p>Minimum order of 10 suits for Designer jump suits</p> <p>Collar: Standard open glad neck collar.</p> <p>Pockets: a) Two slant breast pockets with heavy-duty nylon zips. b) Two standard lined trouser side pocket. c) Two map / thigh pockets with Velcro closing flaps. d) One pen pocket - zip closing - on left upper arm.</p> <p>Front closing: Heavy-duty nylon zip with Velcro closing cover flap.</p> <p>Waist: Elasticated back. Tunnel elastic with Velcro fastening adjustment pull tags in front.</p> <p>Sleeves: a) Long or short sleeve with reflective tape securely sewn on around biceps. b) Long sleeve has Velcro closing cuffs and double elbows with zip off sleeves.</p> <p>Legs: a) Adjustable leg bottoms - heavy-duty zip closing. b) Reflective tape securely sewn on above knees - below map pockets. c) Double knees.</p> <p>Reflective badges : Includes one reflective back panel</p> <p>Reflective tape : Checker board tape on arms and legs</p> <p>Colour : Navy Blue</p> <p>Reflector color: Lime</p> <p>Sizes : 26-50 : 50+</p>	1			
68	<p>Rain coat and pant JACKET</p> <ul style="list-style-type: none"> <li>Concentric rings of 50mm lime</li> </ul>	1			

	and silver reflective tape (EN 20471 Class II) around torso and arms. <ul style="list-style-type: none"> <li>• Double needle stitched throughout with internal heat sealed taped seams for extra strength and water resistance.</li> <li>• Stow away hood with drawcord.</li> <li>• Ventilated mesh back and underarm eyelets for breathability</li> <li>• Raglan sleeves.</li> <li>• Concealed elasticised storm cuffs.</li> <li>• Stud fastening storm front with concealed Vislon zip.</li> <li>• Lower patch pockets with flaps.</li> <li>• Tipped drawcord with adjustable toggles at waist</li> </ul> <b>TROUSERS</b> <ul style="list-style-type: none"> <li>• Fully elasticated waist</li> <li>• Ankle poppers on the trouser hem</li> <li>• Polyester PVC</li> </ul>				
69	Torch (super light rechargeable flesh light <ul style="list-style-type: none"> <li>• Aerospace aluminium alloy</li> <li>• Superlight</li> <li>• Eradiation 1000m</li> <li>• Zoom elimination</li> </ul>	1			
	<b>SUB-TOTAL EXCLUSIVE VAT</b>				
	<b>VAT AT 15%</b>				
	<b>TOTAL INCLUSIVE VAT</b>		R	R	R
<b>GRAND TOTAL Y1,Y2,Y3</b>					R

**Pricing Schedule Notes:**

Prices should be quoted VAT inclusive if the bidder is VAT registered.

Rand amounts should be rounded off to 2 decimal points.

Incomplete Pricing Schedule is an automatic disqualification.

Miscalculation or errors in pricing will be deemed as misrepresentation and as results is an automatic disqualification.

The services will be rendered as and when required.

Note: Completion of the above pricing schedule table is compulsory. Attachment will not serve as a substitute for completing this table.

## **SECTION 7: SKILLS ,EXPERTISE AND QUALIFICATION REQUIREMENTS**

The successful service provider's project team members must have the relevant experience for the project and also expertise in training services and good relationship with referees.

1. Key Project team members should have a qualifications based on the above mentioned interventions.
2. The CV's must include qualifications, years of experience in related projects; including project names and contactable reference list (CVs and copies of qualifications must be attached).

**PARTICULARS OF CONSULTANCY SERVICES PROVIDED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS**

[illegible]



**ANY SIMILAR CONSULTANCY SERVICES PROVIDED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS**

<b>INSTITUTION NAME</b>	<b>PROJECT NAME /DESCRIPTION</b>	<b>VALUE OF PROJECT</b>	<b>PROJECT START &amp; COMPLETION DATE</b>	<b>CONTACT PERSON &amp; NUMBER</b>

## SECTION 8: DELIVERY TIMEFRAME

The project is expected to be completed in **Thirty six (36) months** from the date of the acceptance of the appointment letter. The service provider will be required to commence with the assignment immediately upon appointment and must supply the municipality with a detailed revised work schedule with time frames. It is required that the successful service provider comply with this requirements. The contract will be for a period of thirty six(36) months starting from the date the of signing the SLA. The Client will have the right to terminate the contract due to poor performance when deemed necessary.

## SECTION 8: REPORTING

The successful bidder will be expected to submit a detailed report to WDM on a monthly basis (1 copy to Project Manager and another copy to Supply Chain Management Unit). The **monthly reports** must be submitted **not later than the 07<sup>th</sup> of every month** after the awarding of the Bid by the Client/WDM.

The service provider must report on monthly basis to WDM on progress made. During the monthly feedback meetings team and a project manager must be present in all meetings.

## SECTION 09: PROJECT TEAM

CV's of the project team must be included in the proposal. Project team must be available for the whole implementation of the project. Declaration letters of availability of the team members must be attached, and in case of resignation of the member, the service provider must inform the municipality in writing. The resigned member must be replaced by a team member of the same qualifications and experience. The CV's must include years of experience in related projects, including project names and contactable reference list.

## SECTION 10:- EVALUATION CRITERIA

Proposal will be evaluated as follows:

### A.Mandatory requirements

Bids will be evaluated on mandatory requirements as stated below.

#### A MANDATORY REQUIREMENTS

- Tender proposal will be evaluated on 80/20 preferential points system;
- Price(s) quoted must be firm and inclusive of VAT (if VAT registered)
- Price(s) quoted must be valid for at least ninety (90) days from the closing date of the tender;
- Municipal accounts for the physical address of the business and residential addresses of each of its shareholders. The municipal accounts submitted may not be older than 2 months from the closing date of tender.
  - If the proof submitted is not in the name of the company or shareholder, written explanations and evidence must be attached indicating how the proof submitted relates to the said business or shareholder;
  - In cases where the address of the business or shareholder is not through ownership but through a lease agreement, a copy of municipal account for the owner of the building must be attached as well as a copy of the lease agreement with the said business or shareholder;
- This should provide clear evidence that the municipal accounts of the business' address and the residential addresses of every individual shareholder are not in arrears for more than 90 days;
- Copy Valid Tax Compliance Status Pin –if the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit to the municipality, within 7 working days,  
The proof of tax compliance status submitted by the bidder to the municipality will be verified via the CSD or e-Filing.
- Exclusion of other items will cause a disqualification, all quotes must be prepared according to the scope of work;
- No pricing options will be allowed, only one pricing schedule must be submitted by the tendering service provider;
- Form must be signed in black ink (no pencil is allowed or other colour);
- All MBD Forms must be completed and signed in black ink;
- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached;
- Any alterations on the proposals or the tender document must be initialed.
- Copy of Central Supplier Database report
- Initial each page of National Treasury General Conditions of Contract

Failure to submit the abovementioned documents will result in the tender submitted not being considered for further evaluation.

Bids that met the mandatory requirements will be evaluated on functionality.

## **B.Functionality Assessment**

<b>FUNCTIONAL AREAS</b>	<b>POINTS</b>
Company Experience	100
<b>Total</b>	<b>100</b>

### **FUNCTIONALITY BREAKDOWN**

<b>COMPANY EXPERIENCE (SUPPLY AND DELIVERY OF UNIFORM AND PPE)</b>	<b>POINTS</b>
5 or more completed projects	100
4 completed projects	90
3 completed projects	80
2 completed projects	70
less than 2 completed projects	0

### **COMPANY EXPERIENCE (COMPULSORY)**

#### **EXPERIENCE OR REFERENCE LIST OF SIMILAR WORK SUCCESSFULLY COMPLETED**

<b>INSTITUTION NAME</b>	<b>PROJECT NAME /DESCRIPTION</b>	<b>VALUE OF PROJECT</b>	<b>PROJECT START &amp; COMPLETION DATE</b>	<b>CONTACT PERSON &amp; NUMBER</b>	<b>SUPPORTING DOCUMENT (appointment letter/order/etc)</b>

Note:-Complete the table above on company experience.

**NB! It is compulsory that service providers attach proof of similar project executed from institutions e.g. Appointment letter/ Official purchase order / letter from the institution indicating that the work was indeed executed successfully.**

The Municipality has the right to score the service providers zero if the evidence is not attached / the referees indicated above are not traceable and they are unable to submit or recall the project as indicated above.

**N.B!** The minimum cut-off point for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation.

### C.Evaluation on 80/20 preferential point system

Service Providers that met the minimum cut –off points for functionality will then be evaluated in terms of 80/20 preferential point system as follows:

<b>Price Assessment</b>	<b>80</b>
<b>Specific goals</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

The formula to be utilized in calculating points scored for price are as follows:

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

Where

$P_s$  = Points scored for comparative price of bid or offer under consideration

$P_t$  = Comparative price of bid or offer under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid or offer.

### **Specific goals will be allocated as follows:**

The specific goals allocated points in terms of this tender	Number of points allocated	Means of Verification
	20	
Race – people who are Black, Coloured or Indian	10	CSD report and copy of Identification Documentation
Gender - Women	3	CSD report and copy of Identification Documentation
Youth	4	CSD report and copy of Identification Documentation
Disability	3	Certified copy of Doctor's Certificate with medical practice number

- Suppliers are required to submit the documents listed in means of verification as per above table for 20 points allocation.
- Points will not be allocated on specific goals without supporting documents as listed in means of verification column above.
- The specific goals allocated points will be apportioned in line with percentage on ownership of the company.

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals. If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots by the bid evaluation committee.

## **SELECTION CRITERIA**

The following criteria in conjunction with accepted procurement criteria will be applied during the evaluation of the proposals to the Waterberg Municipality:

- A demonstrated understanding of the requirements of the brief;
- The strength of the company's ability to complete the job successfully.
- The strength of the creative material in meeting the objectives;
- Relevant and related experience of the team of people who will work on the project;
- The ability to deliver within the time frame set;

## **SERVICE LEVEL AGREEMENT**

Once your Company has been selected, you will need to sign a contract which outlines the agreed duties of each party, as well as the required deliverables, remuneration, mutual delegations and terms and conditions of the appointment. The contract will be for the duration of the project including the liability period. The following considerations should be noted when contractual negotiations begin:

- Intellectual property
- Privacy of information
- Terms and conditions

## **REQUIRED BIDDER PROFILE:**

A company profile should be submitted, while interested parties should also indicate in their proposals their expertise and capacity to undertake the project in question. Previous experience reference list with recent contacts telephone numbers must be attached.

## **PAYMENT:**

Payment will be done against a fixed term contract according to Supply Chain Policy of Waterberg District Municipality, which must be inclusive of travelling and accommodation. All payments shall be made on the presentation of quality controlled; accepted, agreed deliverables and as per quotation. No variable cost not quantified will be allowed, all cost must be quantified unless the tender is of nature that cannot be quantified and it is stated as such in the financial proposal.

## **REFERENCES:**

The proposal should include a client reference list with contact details and a brief description of projects successfully completed with clear indication of project awarded amounts, time frame and description of the relevant project.

Similar references of other district and local municipalities or provincial governments will be an added recommendation and/or advantage.

## **BID PROPOSAL:**

The submission of bid proposals will close on as per the advert.

Note that all bid proposals are to be deposited into the bid box at Waterberg District Municipality, Harry Gwala Street, Modimolle, 0510.

No fax or email will be considered for the submission of the proposals.

## **ENQUIRIES:**

General Enquiries regarding this request for proposals should be directed either by Telephone, or preferable/ advisable by E-mail to Mr. G Matlou or Senior SCM Admin available in Supply Chain Management Unit and contacts are as follows:

- E-mail address: gmatlou@waterberg.gov.za
- Tel. Number: (014) 718-3300/52

**N.B!** Enquiries must be **forwarded in writing through e-mail address** above. No enquiries will be attended to **5 days before closing of the tender.**

The shortlisted companies and the directors or shareholders will be subjected to clearance or verification tests that the institution might deem necessary. Also note that the reference list attached might be contacted for verification process on the municipality's discretion.

## **RECOMMENDED:-**

ALL INTERESTED SERVICE PROVIDERS ARE ADVISED TO **NUMBER** THEIR PROPOSALS NEATLY, ATTACH ALL NECESSARY DOCUMENTS, INCLUDE A **CONTENT PAGE** OF THE PROPOSAL AND **BIND** THEM INCLUDING THE MUNICIPALITY TENDER DOCUMENT.

**CHECKLIST ON MINIMUM REQUIREMENTS**

No.	MINIMUM REQUIREMENTS	TICK	COMMENT IF NOT ATTACHED
<b>MANDATORY</b>			
1.	Price(s) quoted must be firm and inclusive of VAT (if VAT registered)		
2.	Price(s) quoted is valid for at least ninety (90) days from the closing date of tender		
3.	Municipal account of the company and shareholders which is not in arrears for more than 90 days (see detailed explanation under "Conditions").		
4.	Copy of Tax Compliant Status Pin (Bids received with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 working days) The proof of tax compliance status submitted by the bidder to the municipality will be verified via the CSD or e-Filing.		
5.	Exclusion of other items will cause a disqualification, all quotes must be prepared according to the scope of work		
6.	No pricing options will be allowed, only one price must be submitted by the tendering service provider		
7.	All MBD Forms must be completed and signed in black ink		
8.	In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached;		
9.	Any alterations must be initialed		
10.	Proof of registration of Central Supplier Database		
11.	Initial each page of NT General Conditions of Contract.		
<b>NO POINTS ALLOCATION IF SUPPORTING DOCUMENTS ARE NOT ATTACHED</b>			
1.	Contactable Reference, List of previous completed projects (see detailed explanation under "Conditions").		
2.	Copy/copies of Identification documents for company shareholders		
3.	Certified copy/copies of Doctors's certificate with medical practice number (only applicable for people with disability)		

---

 Service provider / representative

---

 Signature



## PART A INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)**

BID NUMBER:	WDM/2022/23-05	CLOSING DATE:	24 APRIL 2023	CLOSING TIME:	11H00AM
-------------	----------------	---------------	---------------	---------------	---------

DESCRIPTION	SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT
-------------	--

**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

**HARRY GWALA STREET**

**WATERBERG DISTRICT MUNIICPALITY**

**MODIMOLLE**

**0510**

**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:	
-----------------------	----------	--	----	---------	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
-------------------------------	--	-----------------	---

SIGNATURE OF BIDDER	.....	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED			
---	--	--	--

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
--	--	--	--

DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	KENNETH MOTHATA
------------	---------------------	----------------	-----------------

CONTACT PERSON	GEORGE MATLOU	TELEPHONE NUMBER	014 718 3338
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TELEPHONE NUMBER	014 718 3352	FACSIMILE NUMBER	N/A
------------------	--------------	------------------	-----

FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	kmothata@waterberg.gov.za
------------------	-----	----------------	---------------------------

E-MAIL ADDRESS	gmatlou@waterberg.gov.za		
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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |  |  |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?       | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state?

YES / NO

3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<b>Race – people who are Black, Coloured or Indian</b>		10		
<b>Gender - Women</b>		3		
<b>Youth</b>		4		
<b>Disability</b>		3		
<b><u>TOTAL</u></b>		<b><u>20</u></b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

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

**DATE:** .....

**ADDRESS:** .....

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

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax compliance status pin;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference points claim in terms of the preferential procurement regulations of 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE APPLICABLE (ALL TAXES INCLUDED)	BRAND	DELIVERY PERIOD	PREFERENTIAL PROCUREMENT SPECIFIC GOALS ALLOCATED	
				Race – people who are Black, Coloured or Indian	
				Gender - Women	
				Youth	
				Disability	

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

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

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

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

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js367bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>a</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>a</sup> 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.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**Js9141w 4**

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies 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 supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods 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 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**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.



**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 in SCC.

**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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 of GCC.

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

**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 in the SCC.

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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.

- |   |  |
|---|--|
| <b>16. Payment</b>                              | <b>16.1</b> The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.   |
|   | <b>16.2</b> 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.  |
|   | <b>16.3</b> 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.  |
|   | <b>16.4</b> Payment will be made in Rand unless otherwise stipulated in SCC.   |
| <b>17. Prices</b>                               | <b>17.1</b> 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.   |
| <b>18. Contract amendments</b>                  | <b>18.1</b> No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.  |
| <b>19. Assignment</b>                           | <b>19.1</b> 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.  |
| <b>20. Subcontracts</b>                         | <b>20.1</b> 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.  |
| <b>21. Delays in the supplier's performance</b> | <b>21.1</b> 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.  |
|   | <b>21.2</b> 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. |
|   | <b>21.3</b> No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.  |
|   | <b>21.4</b> 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force  
Majeure**

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.



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

Js General Conditions of Contract (revised July 2010)