



**SEKHUKHUNE**  
District Municipality

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## **SEKHUKHUNE DISTRICT MUNICIPALITY**

### **APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF PERSONEL PROTECTIVE EQUIPMENT AND SAFETY RELATED ITEMS FOR A PERIOD OF THREE (03) YEARS.**

**TENDER NO. SK-8/3/1-10/2022/2023**

**DUE AT: 11H30**

**CLOSING ON: 22/07/2022**

**TENDERER:**

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**TENDER PRICE (INCL. VAT):** \_\_\_\_\_

**EMPLOYER:**

**Municipal Manager**  
Sekhukhune District Municipality  
Private Bag X8611  
Groblersdal  
0470

**Contact: Supply Chain unit**  
Tel no: +27 (13) 262 7646/7301  
Fax no: +27 (13) 262 3570

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	SK8/3/1-10/2022/2023	CLOSING DATE:	22/07/2022	CLOSING TIME:	11:30
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER OF PERSONEL PROTECTIVE EQUIPMENT FOR A PERIOD OF THREE (03) YEARS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) **SEKHUKHUNE DISTRICT MUNICIPALITY-AB SIKHOSANA FIRE STATION (GROBLERSDAL FIRE STATION)**


### SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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	SUPPLY CHAIN MANAGEMENT	DEPARTMENT	CORPORATE SERVICES
CONTACT PERSON	VOSTER MASEMOLA	CONTACT PERSON	LINDA SEKHUKHUNE
TELEPHONE NUMBER	013 262 7656	TELEPHONE NUMBER	013 262 7499
E-MAIL ADDRESS	<a href="mailto:masemolav@sekhukhune.gov.za">masemolav@sekhukhune.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:sekhukhune@sekhukhune.gov.za">sekhukhune@sekhukhune.gov.za</a>

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
1.4. <b>THIS BID IS VALID FOR 90 DAYS</b>	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<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
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

## LIST OF RETURNABLE DOCUMENTS.

The tenderer must complete the returnable documents as listed

Generic	Tick if completed
Authority for Signatory ( <i>Compulsory</i> )	
Certificate of Authority for Joint Venture ( <i>Compulsory where applicable</i> )	
Certified copy of identity documents for directors ( <i>Compulsory</i> )	
Compulsory Enterprise Questionnaire-SCHEDULE 1A ( <i>Compulsory</i> )	
Copy of Company Registration Documents or CK1 for Close Corporations ( <i>Compulsory</i> )	
Form of offer to be properly signed ( <i>Compulsory</i> )	
Declaration of Interest (MBD4) ( <i>Compulsory</i> )	
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) ( <i>Compulsory</i> )	
Certificate of Independent Bid Determination (MBD9) ( <i>Compulsory</i> )	
Certified B-BEE Status Level Certificate SANAS approved or Sworn affidavit for BBEE Exempted Micro Enterprises as per bidder's correct turnover category ( <i>Required for evaluation</i> )	
The Municipal rates for the bidder and it's directors in respect of which payment is not overdue for more than 90 days or proof of lease agreement including rates for the landlord. In case where the Company or Director is registered in a rural area where the rates are not paid, please attach proof from Local Authority and Affidavit under oath indicating that there are no municipal rates payable.	
Valid Tax Clearance Certificate Issued by the South African Revenue Service. ( <i>Compulsory</i> ) or PIN issued by SARS	
CSD Registration/CSD Summary Report ( <i>Compulsory</i> )	

Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that must be submitted with the tender (Failing to submit any if the document may result in the tender being deemed non-responsive).
- **Required for evaluation:** Additional documentation that is required to be submitted with the tender and will be used as part of the tender evaluation.
- It is the responsibility of the bidder to bind the bid document

# **PERSONAL PROTECTIVE EQUIPMENT (PPE) SPECIFICATION/ TERMS OF REFERENCE (TRO)**

## **1 PURPOSE**

Supply and delivery of Personal Protective Equipment (PPE) to Sekhukhune District Municipality employees

## **2. BACKGROUND**

Occupational Health and Safety Act no 85 of 1993, General Safety Regulation 2, (3) indicates that employees who are exposed to risks and hazardous work - related activities should be provided with Personal Protective Equipment (PPE). OHS Act, Section 8, General duties of employers to their employees, requires that the employer provides and maintain as far as reasonably practicable a working environment that is safe and without risk to the health of the employees. The following is the type of PPE as per OHS Act: (a) suitable goggles, spectacles, face shields, welding shields, visors, hard hats, protective helmets, caps, gloves, gauntlets, aprons, jackets, caps, sleeves, leggings, spats, gaiters, protective footwear, protective overalls, or any similar safety equipment or facility of a type that will effectively prevent bodily injury.

(b) waterproof clothing, high-visibility-clothing, chemical-resistant clothing, low temperature clothing, chain mail garments, waders, fire retardant or flame-proof clothing, ice-jackets, or any similar safety equipment of a type that will effectively protect the wearer thereof against harm.

(c) protective ointments, earmuffs, ear plugs, respirators, breathing apparatus, masks, airlines, hoods, helmets or any similar equipment or facility of a type that will effectively protect against harm.

Supply and delivery of Personal Protective Equipment (PPE) to Sekhukhune District Municipality employees tender shall be for period of three (3) years. The prices of PPE and associated safety items shall be calculated according to 8% increase in year two (2) and three (3) of the provision of PPE.

## **A**

**PERSONAL PROTECTIVE EQUIPMENT FOR EMPLOYEES IN INFRASTRUCTURE AND WATER SERVICES, CORPORATE SERVICES, BUDGET AND TREASURY, PLANNING AND ECONOMIC DEVELOPMENT, SEKHUKHUNE DEVELOPMENT AGENCY, MUNICIPAL HEALTH SERVICES, MAYOR'S OFFICE, SPEAKERS' OFFICE AND COUNCILORS**

## 1. OUTPUTS

Employees from Departments, namely, Infrastructure and Water Services, Corporate Services, Budget and Treasury, Planning and Economic Development, Sekhukhune Development Agency and Councilors require personal protective equipment as per Occupational Health and Safety Act no 85 of 1993. These include employees from the following Units: Infrastructure and Water Services (PIU, Water Quality, Water reticulation, Water treatment works, Operations and Maintenance, Meter reading), Budget and Treasury (Asset Management, Supply Chain Management and Stores), Corporate Services (Registry, Fleet and facilities, EAP, Mayor and Speaker's office), and Planning and Economic Development (Town planning, Local Economic Development).

As indicated earlier, Supply and delivery of Personal Protective Equipment (PPE) to Sekhukhune District Municipality employees tender shall be for period of three (3) years. There will be increase of 8% in terms of PPE pricing calculation during the second and the third year of provision of PPE. That is, each PPE item shall be calculated according to 8% increase in year two (2) and year three (3) of PPE provision. The successful bidder shall be appointed on standards rates.

Employees will be provided with PPE as and when required. Therefore, employees will be provided with more than one (1) PPE item, and this will be congruent with employees' job needs and requirements. Currently, six hundred and fifty (650) SDM employees were provided with PPE Personal Protective equipment during financial year 2020/2021. This number may increase or either decrease in the coming years due to number of new employees who will be employed in SDM and/or those who will be terminated from the employment system due to retirement, resignations, and death.

## 2. THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT SPECIFICATIONS ITEMS CHARACTERISTICS ARE REQUIRED

PERSONAL DESCRIPTION	PROTECTIVE	EQUIPMENT	UNIT PRICE	VAT	TOTAL UNIT PRICE VAT	+
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**1. MAINTENANCE/PUMP OPERATORS**

**1.1 BODY PROTECTION**

**1.1.1 WORK SUIT**

NAVY BLUE TWO PIECE (2PC) CONTI SUIT J54 100% COTTON WORK SUIT (2PC) 230GM SABS COMPLETE WITH LIME REFLECTIVE TAPE (50MM) AROUND ARMS AND LEGS.

PREMIUM FISHING WAIDER WITH BRAISES, BUCKLES AND BOOTS  
REFLECTIVE VESTS

**1.1.2 RAIN SUIT**

ORANGE RUBBERIZED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.

**1.2 SAFETY FOOTWEAR:**

**1.2.1 GUMBOOTS**

HEAVY DUTY KNEE LENGTH GUMBOOTS SHOSHOLOZA STEEL TOE BLACK.

**1.2.2 SAFETY BOOTS**

ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J -8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.

**1.2.3 SOCKS**

WORK SOCKS

**1.3 GLOVES**

1340 TIG PIGSKIN FULL GRAIN LEATHER DRIVER GLOVE TAN PIG GRAIN, KEYSTONE, RED TRIM – GTIG

1340 HEAVY DUTY TEXTURED GREEN PVC COATED OPEN CUFF 40CM ELBOW GLOVE, NITRILE GLOVES.

**1.4 HEAD PROTECTION**

(A) SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4 POINT LINING, WHITE.

(B) WELDING HELMET FLIP FRONT.

(C) BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.

<p>S/M=57 CM / L/XL=60 CM</p> <p><b>1.5 EYE PROTECTION</b></p> <p>EURO WELD POLYCARBONATE LENS, VINYL FRAME SHADE 3 GREEN ANTI-SCRATCH LENS.</p>			
<p><b>2. MECHANICAL WORKSHOP</b></p> <p><b>2.1 BODY PROTECTION</b></p> <p><b>2.1.1 WORK SUITS</b></p> <p>FLAME RETARDANT 100% COTTON PYROVATEX 300GM NAVY BLUE WORK SUIT (2PC) COMPLETE WITH LIME REFLECTIVE TAPE AROUND ARMS AND LEGS REFLECTIVE VESTS.</p> <p><b>2.1.2 RAIN SUIT</b></p> <p>ORANGE RUBBERIZED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>2.1.3 WELDING APRON</b></p> <p>ACE LEATHER WELDERS APRONS 60 X 90CM.</p> <p><b>2.1.4 BODY HARNESS</b></p> <p>PARACHUTE WITH DOUBLE LINYARD WITH SHOCK ABSORBERS AND SKAFFLE - BIG HOOKS</p> <p><b>2.1.5 SAFETY FOOTWEAR</b></p> <p><b>2.1.5.1 BOOTS PROTECTION</b></p> <p>10 ACE LEATHER ANKLE SPAT WITH HDP- BUCKLES.</p> <p><b>2.1.4 BOOTS</b></p> <p>ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP BOOT, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>2.1.5 SOCKS</b></p> <p>WORK SOCKS</p> <p><b>2.1.6 GLOVES</b></p> <p>(A) SUPERIOR GREEN LINED LEATHER WELDING GLOVES ELBOW LENGTH. (B) 1340 TIG PIGSKIN FULL GRAIN LEATHER DRIVER GLOVE TAN PIG GRAIN,KEYSTONE,RED TRIM - GTIG</p> <p><b>2.1.7 HEAD PROTECTION</b></p> <p>(A) SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4</p>			

<p>POINT LINING, WHITE.</p> <p>(B) WELDING HELMET FLIP FRONT.</p> <p>(C) BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.</p> <p>S/M=57 CM / L/XL=60 CM</p> <p><b>2.1.8 EYE PROTECTION</b></p> <p>EURO WELD POLYCARBONATE LENS, VINYL FRAME SHADE 3 GREEN ANTI-SCRATCH LENS.</p> <p><b>3. WATER PURIFICATION PLANTS</b></p> <p><b>3.1 BODY PROTECTION</b></p> <p><b>3.1.1 WORK SUITS</b></p> <p>GREEN ACID RESISTANT P/VISC 65/35 270GM WORK SUIT (2PC) COMPLETE WITH LIME REFLECTIVE TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>3.2 RAIN SUIT</b></p> <p>ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>3.3 SAFETY FOOT - WEAR</b></p> <p>(A) ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP BOOT, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p>(B) HEAVY DUTY KNEE LENGTH GUMBOOTS SHOSHOLOZA STEEL TOE BLACK.</p> <p><b>3.4 GLOVES</b></p> <p>SUPERIOR GREEN LINED LEATHER WELDING GLOVES ELBOW LENGTH.</p> <p>BROWN SMOOTH PVC GLOVE 60CM SHOULDER.</p> <p><b>3.5 HEARING PROTECTIVE EQUIPMENT</b></p> <p>CLASSIC EXTREME HIGH FREQUENCY EAR-MUFF SNR 30.</p> <p><b>3.6 HEAD PROTECTION</b></p> <p>SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4 POINT LINING, WHITE.</p> <p><b>3.7 EYE PROTECTION</b></p>			
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<p>WRAPAROUND COMPOSITE POLY CARBONATES CLEAR ANTI SCRATCH SPECTACLES.</p> <p><b>3.8 RESPIRATORY PROTECTIVE EQUIPMENT</b></p> <p>(A) TWIN FILTER HALF MASK RESPIRATORS – VALUAIR PLUS 1001573</p> <p>(B) ABEK 1 COMBINATION CARTRIDGES FOR TWIN FILTER MASKS 1001573.</p> <p>(C) SURGICAL MASK, THREE LAYERS, OUTER HYDROPHOBIC NON-WOVEN, MIDDLE MELT-BLOWN, AND INNER SOFT ABSORBENT NON - WOVEN LAYERS</p>			
<p><b>4. METER READERS</b></p> <p><b>4.1. BODY PROTECTION</b></p> <p><b>4.1.1 WORK SUITS</b></p> <p>ROYAL BLUE J54 100% COTTON WORK SUIT (2PC) 230GM SABS COMPLETE WITH LIME REFLECTIVE TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>4.1.2 RAIN SUIT</b></p> <p>ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>4.2 HEAD PROTECTION</b></p> <p>BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.</p> <p>S/M=57 CM / L/XL=60 CM</p> <p><b>4.3 SAFETY FOOT - WEAR</b></p> <p>ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>4.4 SOCKS</b></p> <p>WORK SOCKS</p> <p><b>4.5 EYE PROTECTION</b></p> <p>SPECS SPORTY POLYCARBONATE GREY LENS, VINYL FRAME.</p>			
<p><b>5. SEWAGE PLANTS</b></p>			

<p><b>5.1 BODY PROTECTION</b></p> <p><b>5.1.1 WORK SUITS</b>  ROYAL BLUE J54 100% COTTON WORK SUIT (2PC)  230GM SABS COMPLETE WITH LIME REFLECTIVE  TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>5.1.2 RAIN SUIT</b>  ORANGE RUBBERISED RAIN SUIT WITH HOOD AND  SILVER REFLECTORS.</p> <p><b>5.2 HEAD PROTECTION</b>  SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4 POINT  LINING, WHITE.  BUSH HAT COTTON TWILL BRASS EYELETS AND  STUDS CORD WITH SLIDE TOGGLE.  S/M=57 CM / L/XL=60 CM</p> <p><b>5.3 RESPIRATORY PROTECTIVE EQUIPMENT</b>  TWIN FILTER HALF MASK RESPIRATORS – VALUAIR  PLUS 1001573  ABEK 1 COMBINATION CARTRIDGES FOR TWIN  FILTER MASKS 1001573.</p> <p>5.3.1. SURGICAL MASK, THREE LAYERS, OUTER  HYDROPHOBIC NON-WOVEN, MIDDLE MELT-  BLOWN, AND INNER SOFT ABSORBENT NON -  WOVEN LAYERS</p> <p><b>5.4 GLOVES</b>  BROWN SMOOTH PVC GLOVE 60 CM SHOULDER.</p> <p><b>5.5 SAFETY FOOT - WEAR</b></p> <p><b>5.5.1</b> ANKLE-HIGH LEATHER BOOT WITH TWO OR  THREE PAIRS OF EYELETS OR A BUCKLE AND  STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031  GENERAL INDUSTRY/AGRICULTURE MINING.  ACID/OIL/FUEL AND WATER RESISTANCE SABS  APPROVED.</p> <p><b>5.5.2</b> HEAVY DUTY KNEE LENGTH GUMBOOTS  STEEL TOE BLACK.</p> <p><b>5.6 SOCKS</b>  WORK SOCKS</p>			
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<p><b>5.7 EYE PROTECTION</b> WRAPAROUND COMPOSITE POLY CARBONATES CLEAR ANTI SCRATCH SPECTACLES.</p>			
<p><b>6. WATER QUALITY</b></p> <p><b>6.1. BODY PROTECTION</b></p> <p><b>6.1.1 WORK SUITS</b> GREEN ACID RESISTANT P/VISC 65/35 270GM WORK SUIT (2PC) COMPLETE WITH LIME REFLECTIVE TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>6.1.2 LAB COATS</b> WHITE ACID RESISTANT P/VISC 65/35 270GM DUST COAT.</p> <p><b>6.1.3 RAIN SUIT</b> ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>6.2 SAFETY FOOT- WEAR</b> ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>6.3 SOCKS</b> WORK SOCKS</p> <p><b>6.4 EYE PROTECTION</b> A800 POLY CARBONATES WRAP-ROUND LENS CLEAR FOG-BAN AND ANTI-SCRATCH LENS.</p> <p><b>6.5 GLOVES</b> HEAVY DUTY TEXTURED GREEN PVC COATED OPEN CUFF 40CM ELBOW GLOVE.</p> <p><b>6.6 HEAD PROTECTION</b> BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE. S/M=57 CM / L/XL=60 CM</p> <p><b>6.7. RESPIRATORY PROTECTIVE EQUIPMENT</b> SURGICAL MASK, THREE LAYERS, OUTER HYDROPHOBIC NON-WOVEN, MIDDLE MELT- BLOWN, AND INNER SOFT ABSORBENT NON -</p>			

WOVEN LAYERS			
<p><b>7. DRIVERS/FLEET, FACILITIES MANAGEMENT AND CLEANERS</b></p> <p><b>7.1 BODY PROTECTION</b></p> <p><b>7.1.1 WORK SUITS</b> ROYAL BLUE J54 100% COTTON SWEET ORR (2PC) OVERALL WITH LIME REFLECTORS TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>7.1.2 RAIN SUIT</b> ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>7.2 SAFETY FOOT - WEAR</b> BOOTS, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>7.3 SOCKS</b> WORK SOCKS</p> <p><b>7.4 HEAD PROTECTION</b> BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE. S/M=57 CM / L/XL=60 CM</p> <p><b>7.5 GLOVES</b> PVC HOUSEHOLD GLOVES</p> <p><b>7.6 EYE PROTECTION</b> SPECS SPORTY POLYCARBONATE GREY LENS, VINYL FRAME.</p>			
<p><b>8. INSTITUTIONAL SOCIAL DEVELOPMENT (ISD)</b></p> <p><b>8.1 BODY PROTECTION</b></p> <p><b>8.1.1 WORK SUITS</b> ROYAL BLUE J54 100% COTTON WORK SUIT (2PC) 230GM SABS COMPLETE WITH LIME REFLECTIVE TAPE (50MM) AROUND ARMS AND LEGS.</p> <p><b>8.1.2 RAIN SUIT</b></p>			

<p>ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>8.2 HEAD PROTECTION</b></p> <p>BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.</p> <p>S/M=57 CM / L/XL=60 CM</p> <p><b>8.3 SAFETY FOOT - WEAR</b></p> <p>ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>8.4 SOCKS</b></p> <p>WORK SOCKS</p> <p><b>8.5 EYE PROTECTION</b></p> <p>A800 POLY CARBONATES WRAP-ROUND LENS CLEAR FOG-BAN AND ANTI-SCRATCH LENS.</p>			
<p><b>9 ASSET MANAGEMENT, SUPPLY CHAIN MANAGEMENT, TOWN PLANNING, LOCAL ECONOMIC DEVELOPMENT AND SDA</b></p> <p><b>9.1 BODY PROTECTION</b></p> <p><b>9.1.1 WORK SUITS</b></p> <p>ROYAL BLUE J54 100% COTTON SWEET ORR (2PC) WORK SUIT WITH LIME REFLECTORS TAPE (50MM) AROUND ARMS AND LEGS REFLECTIVE VESTS.</p> <p><b>9.1.2 RAIN SUIT</b></p> <p>ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>9.2 SAFETY FOOT - WEAR</b></p> <p>FULL OR HALF BOOTS, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL/FUEL AND WATER RESISTANCE SABS APPROVED.</p> <p><b>9.3 SOCKS</b></p> <p>WORK SOCKS</p>			

<p><b>9.4 HEAD PROTECTION</b>          BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.          S/M=57 CM / L/XL=60 CM</p> <p><b>9.5 EYE PROTECTION</b>          SPECS SPORTY POLYCARBONATE GREY LENS, VINYL FRAME.</p>			
<p><b>10. REGISTRY</b></p> <p><b>10.1 BODY PROTECTION</b>          J54 100% COTTON KHAKI DUST COAT 230GM SABS APPROVED.          J54 100% COTTON WORK SUIT 230GM SABS APPROVED</p> <p><b>10.2 RESPIRATORY PROTECTIVE EQUIPMENT</b>          5208 2 RESPIRATOR FOR PROTECTION AGAINST TOXIC DUST, FUMES, 5209 AND WATER BASED MIST, SABS APPROVED</p> <p><b>10.3 SAFETY FOOT - WEAR</b>          HALF BOOT, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL.</p> <p><b>10.4 SOCKS</b>          WORK SOCKS</p>			

<p><b>11. STORES</b></p> <p><b>11.1 BODY PROTECTION</b>  J54 100% COTTON KHAKI DUST COAT 230GM SABS APPROVED. J54 100% WORK SUIT 230GM SABS APPROVED</p> <p><b>11.2 SAFETY FOOT - WEAR</b>  ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL.</p> <p><b>11.3 SOCKS</b>  WORK SOCKS</p> <p><b>11.4 RESPIRATORY PROTECTIVE EQUIPMENT</b>  5208 FFP2 RESPIRATOR FOR PROTECTION AGAINST TOXIC DUST, FUMES AND WATER BASED MIST. /FUEL AND WATER RESISTANCE SABS APPROVED.</p>			
<p><b>12. EMPLOYEE ASSISTANCE PROGRAMME, PROJECT MANAGERS, MANAGEMENT, ICT, COMMUNICATIONS, MAYORS OFFICE AND COUNCILLORS.</b></p> <p><b>12.1 BODY PROTECTION</b></p> <p><b>12.1.1 WORK SUITS</b>  DENIM 100% COTTON WORK SUIT (2PC) COMPLETE WITH LIME REFLECTIVE 50MM AROUND ARMS AND LEGS. J54 100% COTTON KHAKI DUST COAT 230GM SABS APPROVED. J54 100% COTTON KHAKI WORK SUIT 230GM SABS APPROVED  1PIECE OVERALL WITH SIDE POCKETS  SLEVELESS BUSH JACKETS WITH MULTIPLE POCKETS  REFLECTIVE VESTS</p> <p><b>12.1.2 RAIN SUIT</b>  ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>12.2 HEAD PROTECTION</b>  BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE.</p>			

<p>S/M=57 CM / L/XL=60 CM</p> <p>SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4 POINT LINING, WHITE.</p> <p><b>12.3 HEARING PROTECTIVE EQUIPMENT</b></p> <p>CLASSIC EXTREME HIGH FREQUENCY EAR-MUFFS SNR 30.</p> <p>EAR PLUGS</p> <p><b>12.4 GLOVES</b></p> <p>HEAVY DUTY TEXTURED GREEN PVC COATED OPEN CUFF 40CM ELBOW GLOVE.</p> <p>TIG PIGSKIN FULL GRAIN LEATHER DRIVER GLOVE-DROMEX TAN PIG GRAIN, KEYSTONE, RED TRIM – GTIG</p> <p>HEAT RESSISTANCE GLOVES</p> <p><b>12.5 RESPIRATORY PROTECTIVE EQUIPMENT</b></p> <p>TWIN FILTER HALF MASK RESPIRATORS – VALUAIR PLUS 1001573</p> <p>ABEK 1 COMBINATION CARTRIDGES FOR TWIN FILTER MASKS 1001573.</p> <p><b>12.5.1. SURGICAL MASK, THREE LAYERS, OUTER HYDROPHOBIC NON-WOVEN, MIDDLE MELT-BLOWN, AND INNER SOFT ABSORBENT NON - WOVEN LAYERS</b></p> <p><b>12.6 EYE PROTECTION</b></p> <p>A800 POLY CARBONATES WRAP-ROUND LENS CLEAR FOG-BAN AND ANTI-SCRATCH LENS.</p> <p><b>12.7 SAFETY FOOT - WEAR</b></p> <p>CHELSEY SAFETY BOOT OIL, ACID, FUEL, WATER RESISTANT BUFFALO LEATHER, DOUBLE DENSITY PU SOLE- INDUSTRIAL 200J STEEL RESISTANT INDUSTRIAL STEEL TOE CAP SABS APPROVED BRONX BOOTS</p> <p>BRAWN SAFETY WORK BOOTS (FULL/ HALF BOOTS).</p> <p><b>12.8 SOCKS</b></p> <p>WORK SOCKS</p> <p><b>13. MUNICIPAL HEALTH SERVICES</b></p> <p><b>13.1 BODY PROTECTION</b></p>			
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<p>J54 100% COTTON KHAKI DUST COAT 230GM SABS APPROVED. J54 100% WORK SUIT 230GM SABS APPROVED</p> <p>REFLECTIVE VESTS</p> <p>OVERHALLS (TWO PIECE SUIT) INDUSTRIAL</p> <p><b>SAFETY COMPLIANCE UNIFORM</b></p> <p>SHIRTS -LONG&amp; SHORT SLVEES)</p> <p>DRESS</p> <p>TROURSER (MALE &amp; FEMALES)</p> <p>JACKET (HIP LENGTH DOUBLE COLLAR) JERSEY TIE</p> <p>SCARF</p> <p>BELT</p> <p><b>HEALTH &amp; HYGIENE COMPLIANCE MONITORING UNIFORM</b></p> <p>WHITE DISPOSABLE OVERHAULS</p> <p>DISPOSAL OVERSHOES COVER</p> <p>HAIR NET</p> <p><b>13.2 SAFETY FOOT - WEAR</b></p> <p>ANKLE-HIGH LEATHER BOOT WITH TWO OR THREE PAIRS OF EYELETS OR A BUCKLE AND STRAP, INDUSTRIAL STEEL TOE CAP 200J-8031 GENERAL INDUSTRY/AGRICULTURE MINING. ACID/OIL BRAWN SAFETY WORK BOOTS (FULL/HALF BOOTS).</p> <p>FORMAL SHOES</p> <p><b>13.3 SOCKS</b></p> <p>WORK SOCKS</p> <p><b>13.4 RESPIRATORY PROTECTIVE EQUIPMENT</b></p> <p>SURGICAL MASK, THREE LAYERS, OUTER HYDROPHOBIC NON-WOVEN, MIDDLE MELT-BLOWN, AND INNER SOFT ABSORBENT NON - WOVEN LAYERS</p> <p>5208 FFP2 RESPIRATOR FOR PROTECTION AGAINST TOXIC DUST, FUMES AND WATER BASED MIST.</p> <p>/FUEL AND WATER RESISTANCE SABS APPROVED.</p>			
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<p><b>13.5 EYE PROTECTION</b> A800 POLY CARBONATES WRAP-ROUND LENS CLEAR FOG-BAN AND ANTI-SCRATCH LENS.</p> <p><b>13.6 RAIN SUIT</b> ORANGE RUBBERISED RAIN SUIT WITH HOOD AND SILVER REFLECTORS.</p> <p><b>13.7 HEAD PROTECTION</b> BUSH HAT COTTON TWILL BRASS EYELETS AND STUDS CORD WITH SLIDE TOGGLE. S/M=57 CM / L/XL=60 CM SAFETY CAP LIGHT WEIGHT HDP PLASTIC 4 POINT LINING, WHITE.</p> <p><b>13.8 HEARING PROTECTIVE EQUIPMENT</b> CLASSIC EXTREME HIGH FREQUENCY EAR-MUFFS SNR 30.</p>						
<b>TOTAL YEARS + VAT</b>	<b>YEAR 1</b>					
	<b>YEAR 2</b>					
	<b>YEAR 3</b>					

**PERSONAL PROTECTIVE EQUIPMENT AND STATION UNIFORM FOR EMERGENCY MANAGEMENT SERVICES PERSONNEL SPECIFICATION**

**1. LEGISLATIVE REQUIRMENTS FOR STATION UNIFORM**

Emergency Management Services employees should be provided with personal protective equipment and station uniform as per Occupational Health and Safety Act, no 85 of 1993 for Emergency Services Employees and the Fire Brigade Services Act, no 99 of 1987. The following is the specification:

**2. PERSONAL PROTECTIVE EQUIPMENT AND UNIFORM SPECIFICATION**

**2.1 SCOPE**

To specify the minimum level of safety to the user/wearer in terms of design,

performance, testing, and certification requirements for Structural firefighting Protective ensembles and ensemble elements that include coats, trousers, coveralls, helmets, gloves, footwear, and interface components.

Due to the permeability of the material used, the firefighting protective clothing offers limited protection from specified chemicals, biological agents, and radiological particulates (CBRN) terrorism agents.

Firefighters require the best Personal Protective Equipment available because of the hostile environment in which they perform their duties. Providing and using quality protective equipment will not necessarily guarantee fire-fighter safety; however, injuries can be reduced if used properly.

All equipment worn by the fire-fighter should meet current applicable standards. The Municipality reserves the right to appoint up to three (3) competent service providers

## **2.2 PURPOSE**

The purpose of this specification shall be to establish minimum levels of protection for firefighting personnel assigned to fire Department operations including but not limited to structural firefighting, proximity firefighting, rescue, emergency medical, and other emergency first responder functions.

To achieve this purpose, this specification shall establish minimum requirements for structural firefighting protective ensembles and ensemble elements designed to provide firefighting personnel limited protection from **thermal, physical, environmental, and blood-borne pathogen hazards** encountered during structural firefighting operations.

## **2.3 REFERENCED STANDARDS**

- S.A.B.S. 04, SABS 1362, SABS 0101,
- NFPA 1971, 1975, 1976, 1977, 1991, 1993, 1994, 1999.
- EN 469, EN ISO 13688, EN ISO 14116, EN ISO 13934-1, EN ISO 13935-2, EN ISO 13937-2, EN ISO 1421, EN ISO 4920, EN 20811, EN 31092, BS EN 530, EN 531, EN ISO 14116 (3/5H/40) and CE 0339.

## **2.4 CERTIFICATION**

The manufacturer must certify that the garments proposed meet or exceed all requirements of **NFPA 1971 and 1975 or EN 469**. The manufacturer must also list and label this product with:

Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI) or British

Textile Technology Group (BTTG), as the third - party certification organization prescribed in above standard. BTTG, UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfil this requirement.

**Certification shall include the scope of protection as follows:**

- Coat shall provide limited protection resistance to blood borne pathogens to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area.
- The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/ pant interface area.

**2.5 SPECIAL CONDITIONS**

Only locally produced or locally manufactured goods, works and services with a stipulated minimum threshold for local production and content will be considered. If the raw material or input to be used for a specific item is not available locally:

- Bidders should obtain written authorization from the Department of Trade and Industry should there be a need to import such raw material or input.
- A copy of the authorization letter must be submitted together with the bid document at the closing date and time of the bid.

**2.6 LOCAL CONTENT**

Service Providers will be evaluated in terms as part of the minimum requirements before evaluated on local content as follows: -

DESIGNATED SECTOR Stipulated minimum threshold.

PROTECTIVE CLOTHING 100%

The exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid must be used.

Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x must be used to calculate local content. The following formula to calculate local content must be disclosed in the bid documentation:

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

201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) * 100$$

Where:

X= imported content  
 Y =bid price excluding value added tax (VAT)

**2.7 SAMPLES**

Samples of all items on offer must be submitted, successful tenderers to provide these as at (Sekhukhune District Municipality, Bareki Mall Office, for quality assurance on delivery.)

**2.8 WARRANTY**

The bidder must provide a five-year warranty against defects in seams and workmanship with the bid package. In addition, a five-year warranty on the proposed outer shell, moisture barrier, and thermal liner shall also be included in the bid package, and any warranty information shall be included with the bid proposal.

**3. EMPLOYEES NAMES AND SIZES**

Service Provider shall visit all Fire Stations in Sekhukhune District Municipality, namely: Abby Skhosana, Marble Hall, Makhuduthamaga, Tubatse, Mashilabele to acquire employees' names and sizes and their size measurements will be taken.

**4. THE FOLLOWING PERSONAL PROTECTIVE EQUIPMENT AND UNIFORM SPECIFICATION CHARACTERISTICS ARE REQUIRED**

DESCRIPTION	UNIT PRICE	VAT	TOTAL UNIT PRICE + VAT
<p><b><u>COMBAT SHIRTS:</u></b>  <b>Colour</b> :- Navy            Fabric : Protal 240                50% protex , 50% cotton                Flame retardant fabric  <b>Style:</b> - Short Sleeve with dummy cuffs.                Glad / Open Neck collar                Two pleated Breast Pockets laps to button.                Stitched increases back and front with Epaulettes                Rubberized breast shield sewn onto breast of shirts.                Rubberized name tag on breast of shirts                Rubberized SDM Maltese Cross on both sleeves  <b>Lime and Silver positive checkerboard reflective</b>  <b>tape on flame retardant backing fabric on</b></p>			

<p><b>both sleeves.</b></p>			
<p><b><u>COMBAT TROUSERS:</u></b>  <b>Colour:</b> navy  Fabric : Protal 240  50% protex , 50 %cotton  Flame retardant fabric  <b>Style:</b> Double seat double knees.  Draw cord in waist and 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 waistband in same material as  trousers.  <b>Lime and Silver positive checkerboard  reflective  tape on flame retardant backing fabric on  both legs</b></p>			
<p><b><u>WINTER JACKETS</u></b>  <b>"WINDBREAKER" (double collar) STYLE</b>  <b>Fabric :</b> Protal 240  50% protex , 50% cotton  Flame retardant fabric  <b>Colour:</b> Navy blue.  <b>Style:</b> Double collar.  Quilted body and sleeves.  Metal Zip front with storm flap.  Two breast pockets. With or without  epaulettes.  Two slant hand warmer side pockets.  Elasticated waist band.  Flame retardant padding.  Rubberized breast shield sewn onto breast of  jacket  Rubberized name tag on breast of jacket</p>			
<p><b><u>WINTER JACKETS</u></b>  <b>WINTER JACKETS</b>  <b>"HIP LENGTH" ( Double Collar )</b>  <b>Fabric :</b> Protal 240  50%, polyester 50% cotton  Flame retardant fabric  <b>Colour:</b> Navy blue.  <b>Style:</b> Double collar.</p>			

<p>Quilted body and sleeves.  Metal Zip front with storm flap.  Two breast pockets. With or without epaulettes.  Two slant hand warmer side pockets.  Plain bottom. <b>No</b> elasticated waist.  <b>20 cm longer than windbreaker style.</b>  Flame retardant padding.  Rubberized breast shield sewn onto breast of jacket.  Rubberized name tag on breast of jacket</p>			
<p><b><u>RANK MARKINGS FOR UNIFORMS with metal impellers</u></b>  <b><u>Chief Fire Officer</u></b></p> 			
<p><b><u>Deputy Chief Fire Officer</u></b></p> 			
<p><b><u>Assistant Chief Fire Officer</u></b></p> 			
<p><b><u>Divisional Officers</u></b></p> 			
<p><b><u>Station Officers</u></b></p>			

			
<p><b><u>Leading Fire Fighters</u></b></p> 			
<p><b><u>Senior Fire Fighters</u></b></p> 			
<p><b><u>Fire Fighters</u></b></p> 			
<p><b><u>Junior Fire Fighters</u></b></p> 			
<p><b><u>Volunteer Fire Fighter</u></b></p> 			
<p>Red lanyard (single loop) with whistle</p>			
<p><b><u>JERSEYS</u></b> 100% High bulk acrylic (fully washable) Navy flat knit for combat uniforms and Black for step out uniforms.</p>			

Medium weight 10 Gauge. "V" Neck. Long sleeved. Ribbed cuff and waistband. With epaulettes or elbow patches. Sekhukhune Rubberized Quadrant badge on left breast.			
<b><u>BOOTS</u></b> Style : Steel toe cap boots Colour: Black Type classification: SB (Safety Boot) Impact protection provided is 200 Joules Compression I crushing 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: Outsole resistance to hot contact: 3000C			
<b><u>BLACK BORDER PATROL BELTS</u></b> Colour: Black Double leather bonded and stitched together. Basket weave finish pressed into leather. Nickel and Brass roller single prong buckle. Billet with five punched holes. Two leather loops fitted to belt.			
<b><u>BASEBALL CAPS – WOOL ACRYLIC:</u></b> With embroidered Lurex 70mm maltase cross (SDM Maltese Cross and embroidered peak Velcro adjustable. Re-enforced front for badge. Large Peak. Colour: Navy			
<b><u>BANNY WINTER HATS</u></b> <b>Colour; black/Navy blue</b> Maltese cross embroidered			
<b><u>CUSHION FOOT SOCKS:</u></b> Military rib 70% Cotton Bio guard <u>Cushion foot</u> "Sagren" Cushion sole cotton rich bio guard socks: Sagren, Navy.			
<b><u>CORPORATE UNIFORM / STEP OUT</u></b>			
<b><u>NAME BADGES</u></b> SA Flag and border. The flag of the RSA shall be set on the left of the tag. Initials and Surname shall be written			

on the tag. Tags with a magnet fastening is required. The tag shall have a dome shape plastic coating. The size of the name tag shall be no less than 15mm x 50mm.			
<p><b><u>LADIES SKIRT</u></b>  <u>SKIRT</u>  Colour: Black  Style : Pencil skirt.  Plain front with two darts back and front.  Fully lined. Box pleat at the back.  Waistband with belt loops. Slide fastener closure.  Plain hem.  Material: 55% Trevira/polyester and 45% Wool. 3-ply wrap, 3-ply weft of 360 to 380 grams per metre. Be of a minimum width of 150cm. Weave to be plain.</p>			
<p><b><u>LADIES SLACKS :</u></b>  Colour: Black  Material: Plain weave  Style: plain or elasticated back.</p>			
<p><b><u>LADIES BLOUSES – SHORT SLEEVE</u></b>  <b><u>WHITE/LONG SLEEVES:</u></b>  Glad neck collar  with epaulettes  Pleated shoulders  Darts in waist  Kashibo fabric.</p>			
<p><b><u>LADIES COURT SHOES:</u></b>  Green Cross  Slip On shoe  Medium Heel  Colour: Black</p>			
<p><b><u>BLACK STEP OUT TROUSERS:</u></b>  Colour: Black  Style: Double pleated fronts. One hip pocket to button. Zip fly. Two slanted side pockets. 40 mm belt loops. Plain bottoms. 55% Polyester 45% Wool. Pleated</p>			
<p><b><u>WHITE SHIRTS:</u></b>  Material: 35% Cotton 65% Polyester. Standard Weight shirting.  Colour: White  Style: Open glad neck collar. Two Patch Breast Pockets with flaps to button. Button through front.  With Epaulettes,  Rubberized SDM Maltese cross on both sleeves.  <b>Short sleeves</b> with Dummy/turn up cuffs.  <b>Long sleeves:</b> Fused/raised collar. Cuffs to button. The wrist with two covered studs.</p>			
<p><b><u>LADIES ALL WEATHER COAT:</u></b>  Style: Single breasted. A-line, mid-calf coat. Four button closure plus buttons on sleeves. Step collar.</p>			

<p>Square fronts. Two side pockets. Long sleeves. Body and sleeves fully lined. Loops for belt. Colour: Black</p>			
<p><b><u>FIREMANS TIES:</u></b> Men's ties: Conventional woven ties 100% Polyester cross weave with embroidered fire crossed axes Ladies Bow ties: Fold over style with pearl button. Adjustable elastic clip. 100% Polyester. Colour: Black.</p>			
<p><b><u>BLACK SHOES:</u></b> <i>(Male)</i> Leather uppers. Lace up With a Parabellum soles SANS 421 Approved</p>			
<p><b><u>FEMALE</u></b> Green Cross Slip On shoe Medium Heel Colour: Black</p>			
<p><b><u>SINGLE LEATHER BELTS 32 mm</u></b> With silver horse shoe buckle. Colour: Black, Basket wave finish.</p>			
<p><b><u>BLACK STEP OUT BLAZER (FIRE STYLE BLAZERS)</u></b> 55% Trevira 45% Wool Double Breasted With gold fire buttons on front Gold braid sewn on both sleeves (various ranks). with epaulette straps</p>			
<p><b><u>TUNIC CAP (STEP OUT CAP)</u></b> Material: three ply plain weave 55% Trevira and 45% wool to match uniform. Colour: Black plain weave material. Peak: Covered in same material as cap. Buttons: Two small gold fire buttons/silver according to ranks. Badge: American Style (Gold open laurel wreath with silver helmet and crossed axes) badge to be fitted by supplier. Wire hand embroidered Officers cap badge for different ranks. Gold wire hand embroidered peaks for following ranks:</p>			

<p>a) Chief Fire Officer – Double Oak leaf  b) Deputy Chief Fire Officer  c) Assistant Chief Fire Officer  d) Divisional Officer – Single Oak leaf  e) Station Officer – Plain covered Peak</p> <p>Black oak leaf cap band. Leading firefighters cap badge to be nickel plated metal firemen’s cap badge (closed laurel wreath with crossed silver axes) to be fitted by supplier.</p>			
<p><b><u>METALLETTE BREAST BADGES</u></b>  Light weight  Superior corporate presentation  Rubberized black backing.  Must be supplied with plastic badge support.  Coat of arms fire logo printed in center of badge  <b>NB: sample to be communicated with the Chief Fire Officer</b></p>			
<p><b><u>METAL CAP BADGES FOR STEP OUT CAPS</u></b>  According to rank.  Chief Fire Officer – Station Officer, Open gold wreath with gold crossed axes inside.  Leading Fire Fighter - Junior Fire Fighter, Closed silver wreath with silver crossed axes.</p>			
<p><b><u>BLACK PLAIN FOOT SOCKS, DIRECTOR:</u></b>  Standard weight – Medium gauge. Bio-guard “Director “anklet  Bio guard Cotton socks are required. Material: 60% Cotton 39% Nylon 1% Elastane.</p>			
<p><b><u>REFLECTIVE JACKETS</u></b>  HIGH QUALITY REFLECTIVE VEST.  ZIP OFF SLEEVES.  Combination of Orange and Lime.  100% Polyester Tricot/Mesh fabric.  100% waterproof  I.D Pocket,  Reflective collar  Long sleeve zip off orange and lime reflective jackets with Fire and Rescue back panels.</p>			
<p><b><u>PHYSICAL TRAINING SHORTS</u></b>  Material: 100% Cotton heavy weight drill is required.  The material shall have a weight of no less than 240</p>			

grams per square meter. The material shall have a brushed finish on the inside. Style: The shorts shall feature a 40mm wide elasticated waistband with a draw cord. Each short shall feature two side pockets. Colour: Oxford blue.			
<b><u>T SHIRTS</u></b> Material: 65% Polyester and 35% Cotton. The quality shall be "Tiger 7" or equivalent. Colour: Oxford blue. Badge: The Sekhukhune Emergency Management Services Quadrant badge shall be embroidered directly onto the left breast of each shirt. The embroidery shall be of high standard.			
<b><u>Lapel markings</u></b> All ranks			
<b><u>Helmet Markings</u></b> All ranks			
<b><u>Helmet leather ID Shield</u></b> All ranks			
<b><u>GOLF SHIRTS (WITHOUT POCKETS)</u></b> 190 gram poly/cotton fabric. Pique knit design. Raglan sleeve. Shoulder piping. Contrasting colours on shoulders, sleeves and collar. The Sekhukhune Emergency Management Services Quadrant badge shall be embroidered directly onto the left breast of each shirt. Colours: Navy Blue and white			
<b><u>TRACK SUITS</u></b> Material: The material shall be Tri-acitrate 100% polyester and brushed on the inside. Jacket Style: The jacket shall feature a waistband and cuffs of 100 % knitted acrylic, 26 tex. A nylon zip is required. The jacket shall feature a double collar and two side pockets. The main colour of the jacket shall be navy blue with corporate colours that will be specified. Trousers Style: The trousers shall have a 50 mm elasticated waistband. The trousers shall feature two side pockets. A permanent trouser seam shall be stitched in. Plain bottoms are required. Colour: The main colour of the trousers shall be navy blue. Badge: The Sekhukhune Emergency Management Services Quadrant badge shall be embroidered directly onto the left breast of each jacket. The embroidery shall be of a high standard.			
<b><u>SPORT SOCKS:</u></b> Style: The material shall be a plain knit polyester cotton mix. ¼ hose (anklets) socks required. The socks shall feature a double over elasticated top. The			

toe closure shall be overlapped. Colour: The socks shall be brilliant white with black striping.			
<b><u>SPORT SHOES:</u></b> High quality cross-trainer sports shoes are required. The dominant colour of the shoes shall be white.			
<b><u>BARETS</u></b> Colour: Black, unlined			
<b><u>GLOVES</u></b> Ceremonial white gloves			
<b>STRUCTURAL FIREFIGHTING GEAR (PPE)</b>			
<b>Helmet</b> Lightweight Structural Helmet Thermoplastic outer shell  Urethane foam impact liner  Rib-Stop Nomex ear and neck protector  Six point crown strap assembly  6" Face shield  3M Scotchlite reflective markings			
<b>Flash Hood</b> 40% P-84 / 55%  Rayon FR / 5%  Kevlar Material  Double Layered			
<b>Safety Goggles</b> Dual vented with anti-fog lens  100% UVA/UVB protection  Featuring PCX Xtreme  Polycarbonate shatter proof			
<b>Gloves</b>  <u>Structural Fire Fighting Gloves</u>  Advanced multi-layer design  Provides thermal protection and cut/puncture resistance  Flexible 6 layer knuckle guard system  Ring and middle finger's suede are cut and sewn independently for enhanced dexterity  Long cuff model uses Kevlar wrapped debris blocker  Double layer breathable polymer for blood borne pathogen/liquid desistance			
<u>Extrication Gloves</u>			

<p>Silicone-coated Kevlar fabrics and other functional synthetics.</p> <p>Must have silicone-coated Level 3 cut-resistant Kevlar</p>			
<p><u>Disposable Surgical Gloves</u></p> <p>Disposable Surgical gloves / none reusable</p>			
<p><u>Uniform navy blue round nose and mouth masks</u></p> <p>Bottle round-neck masks. Navy blue colour. Bearing SDM fire service emblem.</p>			
<p><b><u>Fire-fighters jacket and trousers</u></b></p> <p>Light weight layered construction:  outer shell- inherently flame resistant  Raftex FR/meta/para-aramid blend, light weight waterproof, breathable, inherently flame resistant thermal barrier, super light-weight liner raftex Meta aramid blend, with flame resistant antiwicking / anti-scuff barrier around all hems.</p> <p><b><u>Jacket:</u></b></p> <p>83cm long with zip and flame resistant Velcro front closure with extension gusset under the arm, one internally set-in bottom pocket-on right. Two bottom external and one internal patch pocket on left breast and extra-large throat tab with flame resistant Velcro closure. Breathable, waterproof moisture barrier seams are all sealed to be totally liquid proof.</p> <p>Anti-wicking and scuff resistant barrier on bottom hem and sleeve ends with a flame resistant knitted internal cuff.</p> <p>Flame resistant, 50mm lime/silver, breathable reflective tape sewn around both arms, 2 rows vertically down back and one row of flame resistant, 75mm lime/silver, breathable reflective tape sewn around full bottom hem with flame resistant, external antiwicking/anti-scuff barrier on elbows and shoulders with a radio pocket on left chest and a torch/microphone strap-and-pouch on the right chest.</p> <p><b><u>Drag Rescue Device</u></b></p>			
<p><b><u>Jacket closure</u></b></p> <p>Zipper on the inside, flame resistant Velcro on the Flap</p>			
<p><b><u>Trousers</u></b></p> <p>Waist high trousers, elasticated side waist, adjustable braces and thermoplastic buckle adjustment with one internal pocket at right rear end.</p> <p>Breathable, waterproof moisture barrier seams are all sealed to be totally liquid proof.</p> <p>Cargo pockets on both legs, with anti-wicking/scuff resistant barrier on bottom hem of legs.</p> <p>Anti-wicking/anti-scuff barrier on knees, flame resistant,</p>			

<p>50mm lime/silver, breathable reflective tape sewn vertically, down both back panels and flame resistant, 75mm lime/silver, perforated reflective tape sewn around the bottoms of both legs.</p> <p><b>Knee Pads:</b> The knee area shall be provided with increased thermal protection consisting of one (1) layer of reinforcing material covering multiple horizontal layers of batting insulating and cushioning material. Pads shall measure approximately 10" wide x 12" high.</p> <p><b>Materials and standards:</b> Outer shell - Raftex FR / Meta/Para-Aramid/Anti-static Blend Anti-wicking barrier - FR coated aramid Light weight highly breathable, Waterproof FR thermal barrier Light weight liner – Raftex/meta-Aramid Blend</p>			
<p><b>Firefighting boots</b> They must be resistance to: Slip. Puncture. Heat. Electricity. Abrasion Cut Flame retardant upper compound Leg lining with Felt and interlining material for heat resistant Steel toe cap Shin Guard Oil Resistant, flame resistant sole and electric shock resistant bottom Steel Mid-sole</p> <p><b>Composite Materials</b> <b>Outer Shell</b> 7 oz. Amor Twill – Golden Brown <b>Thermal Lining</b> 7.4 oz. – 86% Kevlar Filament, 14% Nomex /FR Rayon Spun Yarn; 2 Layers E89 –Glide 2 Layer <b>Moisture Barrier</b> 3.2 oz. /yd2 woven Nomex containing 2% carbon fibres, laminated to a PTFE membrane-Stedair 4000.</p>			
<p><b>Thermal Socks</b></p>			

<p>70 % wool and 30 % nylon/Elastane, No cotton.</p> <p>The material shall have a thickness of no less than 2,5 mm.</p> <p><u>Description:</u> 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</p> <p><u>Features:</u> Inherently flame-resistant for the life of the garment. Highly moisture absorbent, double that of cotton. Water washable. Natural fibres. Cool in summer, warm in winter.</p>				
<b>TOTAL YEARS + VAT</b>	<b>YEAR 1</b>			
	<b>YEAR 2</b>			
	<b>YEAR 3</b>			

## 5. SKILLS, KNOWLEDGE AND EXPERIENCE

A company with extensive experience in supply and delivery of Personal Protective Equipment.

## 6. FUNCTIONALITY

- Functionality will be evaluated as follows:
- The bidder should demonstrate in the proposal, knowledge, and expertise.
- Minimum points/score for functionality is 70 points, anyone who scores below 70 points will be disqualified for further evaluation.

<b>CRITERIA</b>	<b>POINTS</b>
<b>COMPANY EXPERIENCE</b> Company with experience in provision of Personal Protective Equipment (Attach stamped appointment letters with	40

<p><b>contactable reference)</b></p> <p>1 – 2 years = 20 Points</p> <p>3 – 4 years = 30 Points</p> <p>Above 4 years = 40 Points</p> <p>Non – submission = 0</p>	
<p><b>CERTIFICATION</b></p> <p><b>Certification of Products should bear the NFPA 1971 and 1975 or EN 469 as a proof of compliance to safety features labelling. Proof must be a commitment letter from manufacture approved by SABS. Certified certificate must not be older than three (3) months.</b></p> <p>Submission = 40 Points</p> <p>Non – submission = 0</p>	40
<p><b>METHODOLOGY</b></p> <p><b>PROJECT METHODOLOGY, SCENARIO PLANNING AND IMPLEMENTATION PLAN/STRATEGY (NB: ATTACH COPY)</b></p> <p><b>NO ATTACHMENTS= 0</b></p> <p><b>ATTACHMENT OF PROPOSED METHODOLOGY WITH MINIMAL INFORMATION =10</b></p> <p><b>DETAILED DOCUMENTATION WITH METHODOLOGY=20</b></p>	20
<p><b>TOTAL POINTS</b></p>	<b>100</b>

## 7. EMBROIDERY, BADGES AND COLOUR

- (a) Sekhukhune District Municipality (SDM) logo/emblem on the back top half of the work suit, lab coat, dust coat, shirt, winter coat and so on, with the wording reads as follows on top of the logo/emblem “Sekhukhune District Municipality”.
- (i) Embroidery 17cm high and 15 cm wide all colours on Sekhukhune emblem. (+- 1000 stitches)
- (b) SDM logo/emblem on top right-hand side of the work suit, lab coat and dust coat with the wording reads as follows Sekhukhune District Municipality underneath the logo.
- (i) Embroidery 7cm high and 5cm wide all colours on Sekhukhune emblem (+- 1000 stitches)
  - (ii) Badge: Embroidery 7cm high and 5cm wide with yellow colour.

## 8. QUANTITY

As indicated earlier employees will be provided with more than one (1) PPE. For instance, employees will be provided with three (3): (quantity) work suits, dust coat, lab coat, trouser, shirt, winter coat and so on each during singular provision and this will be compatible with their work needs and requirements as indicated in Sekhukhune District Municipality Personal Protective Equipment policy. Other PPE items shall be assessed before provision to determine the need for quantity thereof.

## 9. SIZE

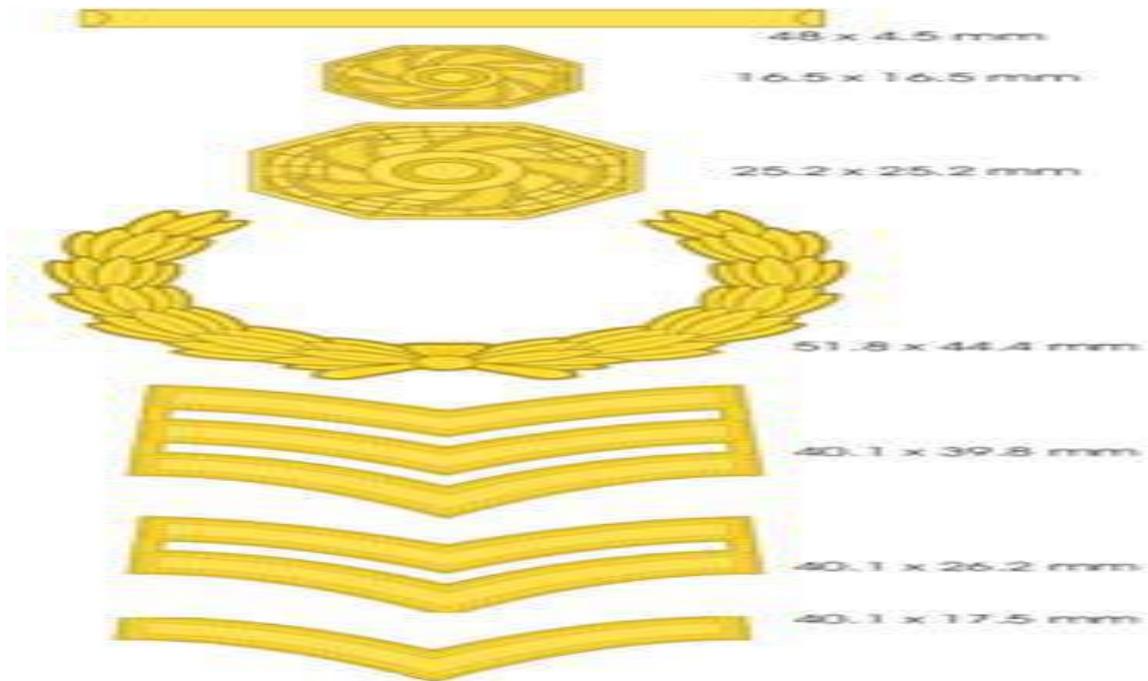
Appointed Service provide shall visit all employees at all Sekhukhune District Municipality workplaces/ work sites, stations, and offices to take sizes measurements.

### RANK INSIGNIA, BADGE & MARKINGS

- **RANK INSIGNIA**  
**DESCRIPTION**
- **Slider Range**
  - Base Material – Black
  - Size – 67.0mm x 118.0 mm
  - With Filler Sleeve
- **Metalette Pips**
  - Gold Plated
  - Uniformed Pre-Set spacing

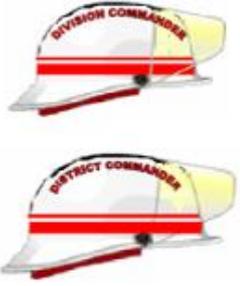


The diagram illustrates various rank insignia and metalette pips. From top to bottom, the items are: a horizontal bar (48 x 4.0 mm), a circular insignia (16.0 x 16.0 mm), a larger circular insignia (20.2 x 20.2 mm), a laurel wreath (51.8 x 46.0 mm), a three-bar metalette pip (40.1 x 29.0 mm), a four-bar metalette pip (40.1 x 26.2 mm), and a five-bar metalette pip (40.1 x 17.0 mm).



Rank insignia	Cap Markings	Dress Uniform Lapel marking	Euro Type Helmet – Helmet Markings	American Type Fire Helmet – Leather ID Shield	Ranks
				 On White helmet	Chief Fire Officer
				 On White Helmet	Deputy Chief Fire Officer

Rank insignia	Cap Markings	Dress Uniform Lapel marking	Euro Type Helmet – Helmet Markings	American Type Fire Helmet – Leather ID Shield	Ranks
				 On White Helmet	Assistant Chief Fire Officer
				 On White Helmet	

Rank insignia	Cap Markings	Dress Uniform Lapel marking	Euro Type Helmet – Helmet Markings	American Type Fire Helmet – Leather ID Shield	Ranks
				 On White Helmet	Divisional Officer
				 On White Helmet	Station Officer

Rank insignia	Cap Markings	Dress Uniform Lapel marking	Euro Type Helmet – Helmet Markings	American Type Fire Helmet – Leather ID Shield	Ranks
				 On White Helmet	Leading Fireman
				 On Black Helmet	Senior Fireman
				 On Black Helmet	Fireman

Rank insignia	Cap Markings	Dress Uniform Lapel marking	Euro Type Helmet – Helmet Markings	American Type Fire Helmet – Leather ID Shield	Ranks
				 On Black Helmet	Fireman
					Volunteer Firefighter

**ANNEXURE C**

**MBD 4**

**DECLARATION OF INTEREST**

- (i) No bid will be accepted from persons in the service of the state<sup>1</sup>.
- (ii) 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.

**2 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**

3.12.1 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.

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....

**Signature**

.....

**Date**

.....

.....

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....  
.....

**YES / NO**

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

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

2.2 If yes, provide particulars.

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

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars

**YES/NO**

of any material non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....

.....

**YES / NO**

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

4.1 If yes, furnish particulars

.....

.....

**CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

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**(iii) GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - 3 the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - 4 the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
  - (g) Price; and
  - (h) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

NB: The bid will be evaluated on **FUNTIONALITY and BBEE**

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	
<b>Total points for Price and B-BBEE must not Exceed</b>	

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2 DEFINITIONS**

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

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

**“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard

- contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
5. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
  6. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
  7. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
  8. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
  9. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
  10. **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
  11. **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
  12. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
  13. **“non-firm prices”** means all prices other than “firm” prices;
  14. **“person”** includes a juristic person;
  15. **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
  16. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
  17. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
  18. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
  19. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
  20. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

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

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

$$P_s 80 = \frac{P_t - P_{min}}{P_{min}} \quad \text{or} \quad P_s 90 = \frac{P_t - P_{min}}{P_{min}}$$

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant Contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating

issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution:                   =       (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?  
**(Tick applicable box)**

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of company/firm:.....
- 9.2 VAT registration number:.....
- 9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from

obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
---

## MBD 6.2

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

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if –

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

## 2. Definitions

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

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

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

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

2.4.1 The stipulated minimum local content thresholds percentage for the local production and content for the Textile, Clothing, Leather and Footwear Sector is 100%.

2.4.2 The designation constitutes sub-sectors from the (Standard Industry Classifications) SIC codes.

2.4.3 Sekhukhune District Municipality listed the designated products and minimum thresholds that guided by the National Treasury instruction note issued in terms of regulation 9(2) of the Preferential Procurement Regulations 2011.

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

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

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

2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and

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

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

Description of services, works or goods

Stipulated minimum threshold

DESCRIPTION	STIPULATED MINIMUM THRESHOLDS
<p><b>1. MAINTENANCE/PUMP OPERATORS</b></p> <p><b>1.1 Body Protection</b></p> <p>1.1.1 Work suit. 100%</p> <p>1.1.2 Rain suit 100%</p> <p>1.2 Safety footwear:</p> <p>1.2.1 Gumboots 100%</p> <p>1.2.2 Safety boots 100%</p> <p>1.2.3 Socks 100%</p> <p>1.3 Gloves 100%</p> <p>1.4 Head Protection 100%</p> <p>1.5 Eye Protection 100%</p>	
<p><b>2. MECHANICAL WORKSHOP</b></p> <p><b>2.1 Body protection</b></p> <p>2.1.1 Work suits 100%</p> <p>2.1.2 Rain suit 100%</p> <p>2.1.3 Welding Apron 100%</p> <p>2.1.4 Body harness 100%</p> <p>2.1.5 Safety footwear</p> <p><b>2.1.5.1 Boots protection</b></p> <p>2.1.4 Boots 100%</p> <p>2.1.5 Socks 100%</p>	

2.1.6 Gloves	100%
2.1.7 Head Protection	100%
2.1.8 Eye Protection	100%
<b>3. WATER PURIFICATION PLANTS</b>	
3.1 Body protection	
3.1.1 Work suits	100%
3.2 Rain suit	100%
3.3 Safety footwear	100%
3.4 Gloves	100%
3.5 Hearing Protective Equipment	100%
3.6 Head Protection	100%
3.7 Eye Protection	100%
3.8 Respiratory Protective Equipment	100%
<b>4. METER READERS</b>	
<b>4.1. Body protection</b>	
4.1.1 Work suits	100%
4.1.2 Rain suit	100%
4.2 Head Protection	100%
4.3 Safety footwear	100%
4.4 Socks	100%
4.5 Eye Protection	100%
<b>5. SEWAGE PLANTS</b>	
5.1 Body protection	100%
5.1.1 Work suits	100%
5.1.2 Rain suit	100%
5.2 Head Protection	100%
5.3 Respiratory Protective Equipment	100%
5.4 Gloves	100%
5.5 Safety footwear	100%
5.6 Socks	100%
5.7 Eye Protection	100%
<b>6. WATER QUALITY</b>	
<b>6.1. Body protection</b>	
6.1.1 Work suits	
6.1.2 Lab coats	100%

6.1.3 Rain suit	100%
6.2 Safety footwear	100%
6.3 Socks	100%
6.4 Eye Protection	100%
6.5 Gloves	100%
6.6 Head Protection	100%
6.7 Respiratory Protective Equipment	100%
<b>7. DRIVERS/FLEET, FACILITIES MANAGEMENT AND CLEANERS</b>	
7.1 Body Protection	100%
7.1.1 Work suits	100%
7.1.2 Rain suit	100%
7.2 Safety footwear	100%
7.3 Socks (Work socks)	100%
7.4 Head Protection	100%
7.5 Gloves	100%
7.6 Eye Protection	100%
<b>8. INSTITUTIONAL SOCIAL DEVELOPMENT (ISD)</b>	
8.1 Body protection	100%
8.1.1 Work suits	100%
8.1.2 Rain suit	100%
8.2 Head Protection	100%
8.3 Safety footwear	100%
8.4 Socks (Work socks)	100%
8.5 Eye Protection	100%
<b>9 ASSET MANAGEMENT, SUPPLY CHAIN MANAGEMENT, TOWN PLANNING, LOCAL ECONOMIC DEVELOPMENT AND SDA.</b>	
9.1 Body Protection	
9.1.1 Work suits	100%
9.1.2 Rain suit	100%
9.2 Safety footwear	100%
9.3 Socks (Work socks)	100%
9.4 Head Protection	100%
9.5 Eye Protection	100%

<b>WINTER JACKETS</b>	100%
<b>RANK MARKINGS FOR UNIFORMS WITH METAL IMPELLERS</b>	100%
<b>JERSEYS</b>	100%
<b>BOOTS</b>	100%
<b>BLACK BORDER PATROL BELTS</b>	100%
<b>BASEBALL CAPS – WOOL ACRYLIC:</b>	100%
<b>BANNY WINTER HATS</b>	100%
<b>CUSHION FOOT SOCKS:</b>	100%
<b>NAME BADGES</b>	100%
<b>LADIES SKIRT</b>	100%
<b>LADIES SLACKS :</b>	100%
<b>LADIES BLOUSES – SHORT SLEEVE WHITE/LONG SLEEVES:</b>	100%
<b>LADIES COURT SHOES:</b>	100%
<b>BLACK STEP OUT TROUSERS:</b>	100%
<b>WHITE SHIRTS:</b>	100%
<b>LADIES ALL WEATHER COAT:</b>	100%
<b>FIREMANS TIES:</b>	100%
<b>BLACK LEATHER WITH PARABELLUM SOLE SHOES:</b> (Male)Leather uppers. Lace up With a Parabellum soles, & SANS 421 Approved	100%
<b>FEMALE</b> Green Cross, Slip On shoe, Medium Heel and Colour: Black	100%
<b>SINGLE LEATHER BELTS</b>	100%
<b>BLACK STEP OUT BLAZER (FIRE STYLE BLAZERS)</b>	100%
<b>TUNIC CAP (STEP OUT CAP)</b>	100%
<b>METALLETTE BREAST BADGES</b>	0%
<b>METAL CAP BADGES FOR STEP OUT CAPS</b>	100%
<b>BLACK PLAIN FOOT SOCKS</b>	100%
<b>REFLECTIVE JACKETS</b>	100%
<b>T SHIRTS</b>	100%
<b>Lapel markings</b>	0%
<b>Helmet Markings</b>	0%
<b>Helmet leather ID Shield</b>	

<b>GOLF SHIRTS (WITHOUT POCKETS)</b>	100%
<b>TRACK SUITS</b>	100%
<b>SPORT SOCKS:</b>	100%
<b>SPORT SHOES:</b>	100%
<b>BARETS</b>	100%
<b>GLOVES</b>	100%
<b>Helmet</b>	100%
<b>Flash Hood</b>	100%
<b>Safety Goggles</b>	100%
<b>Gloves</b>	100%
<b>Extrication Gloves</b>	100%
<b>Disposable Surgical Gloves</b>	100%
<b>Uniform navy-blue round nose and mouth masks</b>	100%
<b>Fire-fighters Jacket and Trousers</b>	100%
<b>Firefighting boots</b>	0%
<b>Thermal Socks</b>	100%

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

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

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

NB

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

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

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

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

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

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

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

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

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

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

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

**(See attached Annexures C, D & E)**

Annex C

Local Content Declaration - Summary Schedule

(C1)  
)  
(C2)  
)  
(C3)  
)  
(C4)  
)  
(C5)  
)  
(C6)  
)  
(C7)  
)

Tender No.  
Tender description:  
Designated product(s)  
Tender Authority:  
Tendering Entity name:  
Tender Exchange Rate:  
Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)







Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)

Tender No.

(D2)

Tender description:

(D3)

Designated Products:

(D4)

Tender Authority:

(D5)

Tendering Entity name:

(D6)

Tender Exchange Rate:  Pula

EU

R 9,00

GBP

R 12,00

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

R 0





D. Other foreign currency payments

**Calculation of foreign currency payments**

Type of payment	Local supplier making the payment	Over seas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

\_\_\_\_\_

Date:

\_\_\_\_\_

(D45) Total imported value by 3rd party R

**Summary of payments**

Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R

**This total must correspond with Annex C - C 23**

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E 1)	<b>Tender No.</b>	
(E 2)	<b>Tender description:</b>	
(E 3)	<b>Designated products:</b>	
(E 4)	<b>Tender Authority:</b>	
(E 5)	<b>Tendering Entity name:</b>	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R
-------	-----------------------	----------------------------	---

(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R
-------	--------------------------	--	---

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R

(E13) **Total local content** R

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

**MBD 7.2**

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate or Tax Pin;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - 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 services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due 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:	.....

## MBD 8

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

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

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

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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**

## MBD 9

### 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.

**MBD 9**

**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

## MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

**MBD 9**

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

# FORM OF OFFER AND ACCEPTANCE

## 1. OFFER

The Sekhukhune District Municipality, identified in the acceptance signature block, has solicited offers to enter a contract for:

**Appointment of Service Provider for Personal Protective Equipment's and Associated Safety Items for a Period of Three Years.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

<b>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:</b>			
.....			
.....			
RAND	(IN	WORDS);	R..... (IN FIGURES
).....			

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

**For the Tenderer**

.....  
(Name and address of organization)

Name ..... and ..... signature  
of witness ..... Date .....

**2. ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature(s) ..... ..

Name(s) ..... ..

Capacity ..... ..

for the **Employer** .....  
**(Sekhukhune District Municipality)**  
Private Bag x8611  
Groblersdal  
0470

Name and signature of witness .....

Date .....

\_\_\_\_\_

## SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
|---|---|

- a member of the board of directors of any municipal entity       a member of an accounting authority of any national or provincial public entity  
 an official of any municipality or municipal entity       an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Client/Municipality to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

<b>SCHEDULE 1B: AUTHORITY OF SIGNATORY</b>
--

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

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

**A. Certificate for Company**

I, ....., chairperson of the board of directors of .....

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

**As witnesses :**

- 1. .... Chairman : .....
- 2. .... Date : .....

Tenderers must attach a copy of the Resolution of the Board - refer Schedule 2B.

**B. Certificate for Partnership**

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

NAME	ADDRESS	SIGNATURE	DATE

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

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ..... acting in the capacity of lead partner, to sign all

documents in connection with the tender offer for Contract .. and any contract resulting from it on our behalf.

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

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

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

- 1. \_\_\_\_\_ Signature : Sole owner : \_\_\_\_\_
- 2. \_\_\_\_\_ Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

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

**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:

- A. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- B. 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.

## TABLE OF CLAUSES

(i)	Definitions
(j)	Application
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(o)	Performance security
(p)	Inspections, tests and analysis
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(mm)	Notices
(nn)	Taxes and duties
(oo)	National Industrial Participation Programme (NIPP)
(pp)	Prohibition of restrictive practices

## 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)

### **<sup>2</sup> Standards**

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

### **<sup>2</sup> 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.

**21. 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:

5. 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
6. 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.

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

**4. Inspections, tests and analyses**

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:

- 6. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 7. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 8. 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:

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  
in the event of termination of production of the spare parts:  
Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and  
following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **8.**

**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.

**16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**9. Prices**

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

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**10. Contract amendments**

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

**11. Assignment**

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

**12. Subcontracts**

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

**13. Delays in the supplier's performance**

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

21.3 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.

21.4 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 cancelling 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.

### **v) 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:

10. 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;
11. if the Supplier fails to perform any other obligation(s) under the contract; or
12. 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

**v) 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.

**(f) 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.

**(g) 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 (NIP) Programme**

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)





