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JB MARKS LOCAL MUNICIPALITY

TENDER 20/2024: A PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS

CLOSING DATE: 06 June 2024

CLOSING TIME: 12H00

JB MARKS LOCAL MUNICIPALITY

**The Municipal Manager
PO Box 113
POTCHEFSTROOM
2500**

**Contact Person:
Mr Nkosinathi Jakole
Tel: (018) 299 5815**

NAME OF BIDDER:

ADDRESS:

TEL/Cell: _____

Email : _____

CSD SUPPLIER NO: _____

TENDER DOCUMENT



TENDER NO	20/2024		
TENDER DESCRIPTION	A PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.		
Closing date:	06/06/2024	CLOSING TIME	12:00
POSTAL ADDRESS: JB Marks Local Municipality Attention: Supply Chain Management Unit PO Box 113 Potchefstroom, 2520 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope Any tenders couriered to be submitted in the Municipality's Bid Box, any bids sent to the wrong recipient other than being submitted in the Bid Box will not be considered</i>	TO BE SUBMITTED AT: The bid box at the Records Office, room 315 Third Floor, Municipal Building Dan Tloome Civic Centre Corner of Sol Plaatjie Ave & Wolmarans Street Potchefstroom 2520		
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT JB MARKS LOCAL MUNICIPALITY POTCHEFSTROOM	A bid posted or couriered (at sender's risk) to the Municipality, PO Box 113, Potchefstroom, 2520, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention supply chain management unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.		
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)	R		
PREFERENCE CLAIMED FOR:			
Specific goals Points			
Preference Points Claimed:			
VALIDITY PERIOD: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and Specifications	
Ms. Betty Mongale Tel: (018) 299 5152 E-mail: mongales@jbmarks.gov.za		MR. Nkosinathi Jakole Tel: (018) 299 5815 E-mail: nkosinathij@jbmarks.gov.za	

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Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information			
Invitation to bid & Details of the bidder	MBD 1		
Terms of Reference			
Current Municipal Certificate / Lease Agreement			
Pricing schedule – firm prices (purchases)	MBD 3.1		
Form of Offer & Acceptance			
Declaration of Interest	MBD 4		
Preference points claim form for preference points for Specific goal.	MBD 6.1		
Formal contracts for services	MBD 7.1		
Declaration of bidder’s past supply chain management practices	MBD 8		
Certificate of independent bid determination	MBD 9		
Authority of Signatory			
General Conditions of contract & Bid Requirements			
Annexure A : Past Experience			

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE DATE

.....

BID CONDITIONS AND INFORMATION

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 120 days of the date of notification by the JB Marks Local Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) Bid documents may not be retyped or altered in any way.

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before closing date.

4 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the JB Marks Local Municipality by not later than 12h00 on 06/06/2024**
- (b) Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents.
- Names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 Tax Clearance Certificate

- a. A valid Tax Compliance Status must accompany the bid documents.
The onus is on the bidder to ensure that the JB Marks Local Municipality has a Tax Compliance Status on record and obtain confirmation from the Supply Chain Management Unit of the JB Marks Local Municipality.
- b. Bids not supported by a valid Tax Compliance Status, as an attachment to the bid documents will be invalidated.
- c. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate valid Tax Compliance Status.

8 Evaluation of Bids

Bids will be evaluated in terms of their responsiveness to the bid specifications and requirements as well as such additional criteria as set out in the bid documents.

- 9 Acceptance or Rejection of a Bid**
The JB Marks Local Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The JB Marks Local Municipality does not bind itself to accepting the lowest bid.
- 10 Registration on Accredited Supplier Database**
It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at JB Marks Local Municipality Supply Chain Unit. The JB Marks Local Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).
- 11 Site / Information Meetings**
None
- 12 Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2022.
- 15 Expenses Incurred in Preparation of Bid**
The JB Marks Local Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the JB Marks Local Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.
- 17 Validity Period**
Bids shall remain valid for 120 days after the bid closure date.
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
- 20 Contact with Municipality after Bid Closure Date**
Bidders shall not contact the JB Marks Local Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the JB Marks Local Municipality, it should do so in writing to the JB Marks Local Municipality. Any effort by the firm to influence the JB Marks Local Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (JB MARKS LOCAL MUNICIPALITY)					
BID NUMBER:	20/2024	CLOSING DATE:	06/06/2024	CLOSING TIME:	12:00
DESCRIPTION	A PANEL OF 10 SUPPLIERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *ROOM 315 ,THIRD FLOOR, MUNICIPAL BUILDING , DAN TLOOME CIVIC CENTRE*

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:	
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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN UNIT		CONTACT PERSON	Mr. Nkosinathi Jakole	
CONTACT PERSON	Ms. SB Mongale		TELEPHONE NUMBER	(018) 299 5815	
TELEPHONE NUMBER	(018) 299 5152		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	nkosinathij@jbmarks.gov.za	
E-MAIL ADDRESS	mongales@jbmarks.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
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.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ADVERT

SUPPLY CHAIN MANAGEMENT UNIT	JB MARKS LOCAL MUNICIPALITY		
	FORMAL TENDER		
	ADVERTISED ON:	NATIONAL NEWSPAPERS, LOCAL CIRCULATING NEWSPAPERS; MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE & E-PUBLICATION	
	TENDER NO	20/2024	
TENDERS ARE HEREBY INVITED FOR THE:	PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF THREE YEARS.		
PUBLISHED DATE	16 May 2024	CLOSING DATE	06 June 2024
CLOSING TIME	No later than 12:00 pm , tenders will be opened immediately thereafter, in public at the JB Marks LocalMunicipality		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents are obtainable from Office 104, 105 & 108 First Floor, Municipal Building, Dan Tloome Complex during Revenue section office hours (Mondays to Friday 08:00 - 15:15) Tel: (018) 299 5152; E-mail: mongales@jbmarks.gov.za		Printed copies of the tender documents are obtainable at a non-refundable fee, payable to a cashier at JB Marks LocalMunicipality, Revenue Section, Ground Floor, Municipal Building, Dan Tloome Complex .	
DATE AVAILABLE:	22/05/ 2024	NON - REFUNDABLE FEE:	R 1000.00
TENDER SUBMISSION RULES:			
<p>1. Tenders are to be completed in accordance with the conditions and tender rules contained in the tender document</p> <p>2. Tender document together with supporting documents must be placed in a sealed envelope clearly marked Tender 20/2024: PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS. The above stated Tender Number and Description must be placed in the Tender box in Room 315, Third Floor, Municipal Buildings, Dan Tloome Complex, corner of Sol Plaatjie Avenue and Wolmarans Street, Potchefstroom or addressed to PO Box 113, Potchefstroom, 2520.</p> <p>3. Bidders are required to submit both a hard copy and a soft copy (DISC or USB) of a completed tender document.</p> <p>4. Tenders may only be submitted on the tender document issued by the Municipality</p> <p>5. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document</p> <p>6. Important note: A valid Tax Clearance Certificate and certified copies of directors and owners identity documents must be submitted with the tender documentation.</p> <p>7. All prices must be VAT INCLUSIVE.</p> <p>8. No late tenders, tenders per facsimile or – e-mail tenders will be accepted.</p> <p>9. Council reserves the right to accept any tender or part thereof, and with the increase in price of any of the commodities, its purchase of those commodities from the specific tenderer will be considered and to determine the period of tenders to be awarded</p> <p>10. It will be required from service providers to register on the Central Supplier Database (CSD) from the website https://secure.csd.gov.za</p> <p>11. Tenders will not be considered should the pre requisites not met.</p>			
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000), Regulations 2022, and the JB Marks LocalMunicipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of Specific Goals.			
Briefing Session		N/A	
Preferential Procurement Regulations, 2022 - Local Content Requirement		None	
ANY ENQUIRIES REGARDING BIDDING PROCEDURES MAY BE DIRECTED TO		ANY ENQUIRIES REGARDING SPECIFICATION MAY BE DIRECTED TO	
Section:	SUPPLY CHAIN MANAGEMENT	Section:	Corporate Services: Occupational Health and Safety Unit
Contact Person	Ms Betty Mongale	Contact Person:	Mr. Nkosinathi Jakole
Tel:	018 299 5152	Tel:	018 299 5815
E-mail:	mongales@jbmarks.gov.za	E-mail:	nkosinathij@jbmarks.gov.za
AUTHORISED BY:	Municipal Manager: K. Kumbe	NOTICE NO	26/2024
			OFFICE OF THE SPEAKER

TENDER SPECIFICATIONS

Service providers are hereby invited to submit tenders for the **PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.**

This tender will commence after the appointment, or if later, the effective date of implementation will be negotiated with the successful tenderer(s) on the same conditions as stipulated. **Tender will be evaluated on functionality.**

TECHNICAL INFORMATION AND SPECIFICATIONS

1. CAPABILITY REPORT/EVALUATION

Bidder must attach a full capability report not older than 12 Months, (consisting of ALL pages, Not only the first page of the capability report) issued by the SABS which proves that the bidder or manufacturer that will supply the bid is capable of manufacturing the item(s) per the specification to the bid document. Failure to do so will lead to disqualification of the bid.

NB. SUB-STANDARD PRODUCTS WILL LEAD TO THE CANCELLATION OF CONTRACT

PERSONAL PROTECTIVE EQUIPMENT/CLOTHING SPECIFICATIONS
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PLEASE NOTE:

1. It is a requirement that all the items which are worn together on the attached schedule must be supplied by one supplier.
2. The Directorate will only consider splitting the supply between bidders; where it is reasonably satisfied that such split is necessary either in terms of economy, efficiency, reliability and effectiveness of supply; or where a supplier cannot provide for all of the items requested on a single source bid.
3. All items requested must be supplied within 2- 6 weeks from date of Order.
4. All JB Marks Local Municipality Badges and Patches as well as approved Rank Insignia must be obtained from the copyright holder where applicable.
5. All items classified as "Operational Wear" must feature rank and badge insignia on navy blue or Oxford Blue as indicated, background.
6. All items classified as "Corporate Wear" must feature rank and badge insignia on black backgrounds.
7. The supplier will be requested to submit samples of materials/items before the commencement of manufacture.
8. For tailor-made items, the supplier must ensure proper measurements of individuals.
9. The supplier must be willing to exchange any item that is ill-fitting or of wrong size and provide a replacement at no extra cost.
10. The JB Marks Local Municipality reserves the right to cancel any item order should the delivery schedule not be adhered to.
11. The JB Marks Local Municipality reserves the right to cancel this order should it be discovered that inferior materials are being used or unacceptable construction is evident in the assembly of the garments.

A. GENERAL SECTION

1. SCOPE:

This specification covers the requirements for protective clothing for the JB Marks Local Municipality

- Item 1 Structural Fire Fighting Suit
- Item 2 Proximity Fire Fighting Suit
- Item 3 Fire Fighting Helmet
- Item 4 Fire Fighting Goggles
- Item 5 Fire Fighting Gloves
- Item 6 Rope Rescue Cloves
- Item 7 Vehicle Rescue Cloves
- Item 8 Flash Hood
- Item 9 Fire Fighting Boots
- Item 10 Carry Bag
- Item 11 Reflective Vest
- Item 12 All Weather Jacket
- Item 13 Bush Fire Suit
- Item 14 Rescue Helmet
- Item 15 Flash Lights
- Item 16 Wetsuit 5mm One Piece
- Item 17 Wetsuit 3mm Shorty
- Item 18 Wetsuit Boots
- Item 19 Climbing / Rescue Helmet
- Item 20 Water Rescue Helmet
- Item 21 Personal flotation devices
- Item 22 Dry-Suit
- Item 23 Two piece work suite (Navy and Royal)
- Item 24 Two piece work suite (Emerald green)
- Item 25 Safety boots
- Item 26 Dust / Lab coat
- Item 27 Socks
- Item 28 Rain suits (2 piece)
- Item 29 Reflective Vest (General)
- Item 30 Reflective vest (Traffic reflective jacket)
- Item 31 Safety glasses
- Item 32 Gloves
- Item 33 Respiratory protection
- Item 34 Wide brim sun hats
- Item 35 Water boots
- Item 36 Beanies
- Item 37 Shin pads
- Item 38 Face shields
- Item 39 Chainsaw suite
- Item 40 Noise muffs
- Item 41 Aprons
- Item 42 Disposable coveralls
- Item 43 Chest waders
- Item 44 Jackets
- Item 45 Golf shirts
- Item 46 Hard hat
- Item 47 Life jacket
- Item 48 Multi gas monitor
- Item 49 Safety harness
- Item 50 Kidney belt
- Item 51 Chino trousers (Supervisors)
- Item 52 Two-tone bush shirts
- Item 53 Denim jeans
- Item 54 Jersey flat knit
- Item 55 Pull – Over flat knit
- Item 56 T-Shirts
- Item 57 Earplugs
- Item 58 Embroidery

PPE REQUIRED WILL NOT BE LIMITED TO ITEMS MENTIONED ABOVE, THE MUNICIPALITY MAY FROM TIME TO TIME REQUEST FROM APPOINTED BIDDERS ADDITIONAL PPE NOT MENTIONED IN THE ABOVE LIST.

2. DEFINITIONS

For the purpose of this specification the definitions given in the following will apply:

- 2.1.1. South African Bureau of Standards: SABS 10400, SABS 1362, SABS 0101
- 2.1.2. National Fire Protection Association: NFPA 1971, 1975, 1976, 1977, 1991, 1993, 1994, 1999.

Additionally to this the following will also apply:

Acceptable: Acceptable to the Manager

Normal: Subjected to the tolerance normal of good manufacturing practice.

Protective Clothing: Garments intended to provide personal protection during execution of daily duties

Badges, embroidery and logos: All PPE must include badges, embroidery and logos as specified by various sections.

3. SAMPLES:

- 3.1.1 Samples of all items on offer must be submitted. These samples must be clearly marked, especially where tenders submit more than one offer.
- 3.1.2 Colour matches of the material to be supplied for approval.

4. PREFERENCE FOR GOODS MANUFACTURED IN THE RSA:

- 4.1.1 The attention of tenderers is drawn to the preference for goods produced, manufactured or assembled in the RSA, as detailed in Clause 16 of the General Conditions of Contract Governing Tenders.

5. VARIABLE / QUALIFIED PRICES:

- 5.1.1 Where the price/s tendered is/are based on the rate of exchange, the price basis must be stated.
- 5.1.2 A bank statement or auditor's report indicating the exchange rate, which was applicable during the transaction payment to the overseas supplier, must be submitted with each invoice in the case of import goods.
- 5.1.3 Furthermore, the attention of tenders is drawn to the fact that documentary proof, substantiating any claim in respect of price adjustments, is essential for the approval of such claims and must be submitted timeously and to the satisfaction of the Council.

6. ADDITIONAL CONDITIONS OF TENDER:

- 6.1.1 Prices must provide for delivery.
- 6.1.2 Tenderers are required to provide labourers and equipment for the offloading of the order.
- 6.1.3 All tender documents must be completed in ink, and prices must include VAT.
- 6.1.4 Payment inclusive of all charges will be made in accordance with the General Conditions of Contract governing Tenders.
- 6.1.5 The lowest or any tender will not necessarily be accepted and the Council reserves the right to accept the whole or any portion of a tender.
- 6.1.6 The Council reserves the right to do minor changes on the original specifications with due notification to the successful tenders.
- 6.1.7 Provision to be made for tailor measurements.

B. TECHNICAL SECTION

REQUIREMENTS FOR PROTECTIVE CLOTHING

ITEM 1: STRUCTURAL FIRE FIGHTING SUIT

A. Standard Design

- The complete suit shall comply fully with all relevant standards on protective clothing for Structural Fire Fighting, NFPA 1971 2018 edition.
- The suit shall consist of a jacket and trousers.
- The minimum overlap between the jacket and trousers shall be 250mm.
- Each garment shall consist of a composite of an outer shell, moisture barrier, thermal barrier and lining.
- Copies of compliance certificates according to the NFPA 1971 must be attached to the tender document.
- The moisture barrier and thermal barrier shall form the inner shell and shall be detachable from the outer shell.
- The suits shall be made in seven (8) sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, XXX-Large and Special Size.
- Structural suits must be orderable in different jacket and trouser combinations.
- Special size suits shall be made to fit individual personnel, where standard sizes will not fit and protect adequately.

B. Fabric and Garment Requirements

1. Outer Material (Shell)

- The fabric shall be NFPA 1971 (2018) approved. Documented proof to be supplied. 203gsm 70% Spun Yarns and 30% Para Aramid Filament Yarns
- The following colour material garments shall be required: Gold and Dark / Navy Blue
- Samples of colours must be supplied for approval.
- The fabric shall withstand at least 350 cycles on the Taber Abrasion Machine without the Material holing (90% of material weight retained).
- The TPP (Thermal Protective Performance) shall be no less than 40 cal/cm² on the composite of the material on offer.
- Decomposition temperature to be no less than 1300°F
- The garments shall comply with the NFPA 1971 (2018) standards for: Seam strength, High visibility, Hardware and Label legibility.
- Only yarns guaranteed by the manufacturer to 360°C and S.A.B.S / NFPA shall be used.
- All raw edges and seams shall be over locked by using at least five (5) strands of yarn that is the same colour as the outer layer material.

2. Moisture Barrier:

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

3. Thermal Barrier & Lining:

Thermal barrier – 50% Aramid and 50% Viscose FR Face Cloth quilted to 2 layers of needle punched 80% Aramid and 20% Meta Aramid Batting.

- The fabric shall have NFPA 1971 (1997) approval for:
- Flame Resistance

- Heat Resistance
- Thermal Resistance
- Cleaning Shrinkage
- Strength
- Total material weight is 7.8 oz/yd²
- Resistance to penetration by fire ground chemicals.
- Proof of certificate must be included

C. Requirements for protective Tunic Jacket:

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

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

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

D. Requirements for Protective Trousers:

- The trouser shall be shaped in such a way that it will provide a tailored fit.
- The trousers shall extend no less than 150 mm above the waist.
- Super heavy-duty suspenders shall be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders. Reflective to be weaved into suspenders.
- The main body of the suspenders shall be constructed of non-elastic webbing.
- The suspenders shall be no less than 50 mm wide.

- The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment.
- On the back 50 mm wide elastic webbing shall be stitched to the non-elastic webbing. The left and right suspender belt shall be connected with 50 mm elastic webbing at the back.
- Provision shall be made for a fly flap in the trousers. This fly flap shall be fastened with Velcro along the entire length. The fly flap shall taper from top to bottom.
- The cuff area of the trousers shall be reinforced.
- The leg ends shall be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell shall be fitted with an elastic band.
- The knee area shall be reinforced with polymer coated Kevlar squares.

E. Requirements for Reflective Trim and Markings

- Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2018) shall be fitted to the suit.
- All trims shall be 3M type 9487
- The trims shall be 50 to 76mm wide throughout.
- All trims shall be double stitched
- The colour of the trims shall be lime-yellow with a silver strip in the centre.
- The trims shall be positioned as specified.
- Initials and Surname of member to be embroiled on the collar 15-20mm high in NFPA 1971(2018) approved yellow yarn.
- The following wording to be embroiled on the back of the tunic jacket in 3 lines 40mm high "JB Marks Fire Brigade" in NFPA 1971(2018) approved yellow yarn.

ITEM 2: PROXIMITY FIRE FIGHTING SUIT

- Fire Fighting Suit designed for use with high temperature firefighting.
- Must be constructed from Norfab knit light weight fabric of 17% Basofil, 83% Para-Aramid, aluminium laminate 1 side.
- Must be designed to protect against radiant heat and molten metal splash.
- Must comply to NFPA 1971 Standards.
- Must be ISO 11612 Certified
- The suits shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, XXX-Large and Special Size.
- Outer material must be of Rip Stop Knit Fabric

ITEM 3: FIRE FIGHTING HELMET

- The helmet shall meet the requirements as set in the NFPA 1971 (2018) or E.N. 469 and ISO 11613 (1999) and the heat requirements as set in the NFPA 1992 standards.
- Proof of the helmet's compliance with the above standards shall be supplied with the tender.
- The outer shell of the helmet shall carry a lifetime warranty.
- The helmet shall be moulded from thermoplastic.
- The helmet shall be colour moulded. Colours will be specified on placing of orders, but will be standard colours. The main colours shall be Yellow, White and Red.
- The helmet shall be equipped with jumbo ear and neck protection.
- The centre of gravity of the helmet shall be adjustable.
- Each helmet shall feature an adjustable chinstrap and chin-cup.
- Each helmet shall be fitted with a quick adjustable ratchet allowing one handed operation.
- The edge of the helmet shall be protected with a beading capable of withstanding high temperatures.
- Reflective taping shall be fitted to NFPA specification.
- The helmet shall be equipped with an impact cap.
- The helmet shall be fitted with a 150mm face visor.

ITEM 4: FIRE FIGHTING GOGGLES

- The goggles shall be NFPA 1971 (2018) certified.
- A single moulded curved lens goggle is required. The lenses shall be replaceable.
- The goggle shall feature a ballistic grade Polycarbonate lens.
- The lens shall be coated on both sides with anti-fog and anti-scratch coatings.
- Clear lenses are required.
- The goggles shall have a non-vented design.
- The entire goggle shall be capable of withstanding temperatures in excess of 240°C.

ITEM 5: FIRE FIGHTING GLOVES

- The gloves shall comply fully with the NFPA 1973 (1997) specification.
- The glove shall consist of three layers: Thermal lining, vapour barrier and leather outer shell.
- The vapour barrier shall be breathable and shall offer resistance to water, chemical and blood borne pathogens penetration.
- The leather outer shell shall be treated to withstand heat.
- The leather outer shell shall remain supple and flexible after repeated moisture exposure.
- The leather of the outer shell shall have a high gripping power when wet.
- The gloves shall be of gun cut construction with a wing thumb.
- The gloves shall be fitted with 100mm Nomex/Kevlar wristlets and leather pull strap.
- The gloves shall be supplied in various sizes: Extra Small, Small, Medium, Large, X-Large, XX-Large and XXX-Large

ITEM 6: ROPE RESCUE GLOVES

- The gloves shall comply fully with the NFPA 1971 (2018) standards.
- The gloves shall fit skin-tight and shall be designed as rope rescue and rappelling gloves.
- The gloves shall be constructed of leather with Kevlar reinforcement on the palm area and underneath the fingers.
- The glove shall be supplied in various sizes: Extra Small, Small, Medium, Large, X-Large, XX-Large and XXX-Large

ITEM 7: VEHICLE RESCUE GLOVES

- The gloves shall comply with NFPA 1971 (2018) standards.
- The gloves shall fit skin-tight and shall be designed as vehicle rescue gloves.
- The gloves shall have chemical resistance.
- The gloves shall have resistance against cuts and abrasion.
- The glove shall be supplied in various sizes: Extra Small, Small, Medium, Large, X-Large, XX-Large and XXX-Large.

ITEM 8: FLASH HOOD

- The hood shall meet the NFPA 1971 (2018) standards.
- The hood shall proof comfortable to wear.
- All seams shall be twice sewn and flat-stitched with heavyweight 100% Nomex tread.
- The material used shall have rib-knit construction.
- Material colour to be yellow
- Material content 40% P84, 55% Lenzing and 5% Kevlar

ITEM 9: FIRE FIGHTING BOOTS

- NFPA 1971(2018) approved foot ware for structural firefighting.
- Black with yellow colour scheme.
- Vulcanized handmade rubber upper and sole
- Designed for Structural firefighting, grass fire fighting and motor vehicle rescue.
- Include a metal toe cap with 102 joules impact resistance.
- Anti-corrosive epoxy coated steel Toe Cap
- Midsole metal plate with 1200N of puncture resistance.

- 14kv Electric Shock Resistance Protection.
- Non- woven Felt lining with ergonomic insole.
- Multiple layer of Flame Retardent Rubber with heat insulation on upper construction.
- Waterproof Construction
- Flame retardant and slip resistant rubber outsole.
- High abrasion and fuel oil resistance.
- Energy absorbing heel design.
- High thermal resistance sole/heel
- Resistant to strong acids, alkali's and fuel oils
- Able to withstand chemical permeation
- The boots shall be bunker pull-up boots.
- Sizes shall range from 3 up to 14 including half sizes.

ITEM 10: CARRY BAG

- The carry bag shall be constructed from black Codura
- The material shall have a minimum weight of 600 g/m².
- The carry bag shall have the following dimensions: height – 400mm, length – 600mm and width 400mm.
- The closure shall have a flap construction of at least 450 x 200mm. The flap shall be fitted with a heavy-duty nylon zipper. Provision shall be made for a padlock to secure the zipper when flap is closed.
- The bag shall be fitted with two handles and one shoulder strap. The straps shall be constructed of 40mm nylon webbing. The shoulder strap shall be of the clip-on type and the clips shall be constructed from a heavy-duty plastic.
- Badge / Logo shall be embroidered onto both side panels.

ITEM 11: REFLECTIVE VEST

- The vest has a collar type waistcoat design with jumbo arm gussets.
- The vest shall be constructed of a fluorescent colour material.
- The construction of the vest shall be as follows:
- The top & bottom third section of the vest shall be 150gm² solid polyester materials, colour to be lime green.
- The middle third section of the vest shall be 100% Airtex polyester material, colour to be bright orange.
- All seams shall be worked with bias-binding to give a smooth finish.
- The vest shall feature a 700mm front nylon zipper closure. The zip shall be of the open-end type.
- The waistband shall be elasticised and shall have a minimum width of 40mm.
- Silver reflective luminous striping shall be double stitched on the front, around the waist and across the back of the vest. The reflective striping shall be 50mm of 3M-8710 or similar quality.
- Retro Reflective Panels on the Back in 75mm letters.
- Wording to be provided with order.
- Reflective vest shall be supplied in various sizes.

ITEM 12: ALL WEATHER JACKET

- Must be water resistant
- Fitted with long zip-off sleeves
- Fitted with 2 reflective strips around the torso and 2 reflective strips on each forearm all reflective strips to be in silver.
- Fitted with a pen pouch on the left upper arm
- Fitted with 2 chest pockets with zip closures.
- Fitted with two side pockets and one internal pocket.
- Jacket is fitted with fleece inner and self-adjustable cuffs around wrist and waist.
- Fitted with detachable sleeves.
- The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, XXX-Large.

ITEM 13: BUSH FIRE SUIT

1. Standard Design

- The complete suit shall be manufactured from a flame and char resistant material.
- A material that complies with the NFPA 1971 (2018) codes shall be preferred.
- The suit shall consist on only an outer shell material.
- The suit shall consist of a coat and trousers.
- The suits shall be made in various sizes and Special Size. Special size suits shall be made to fit for individual personnel, where standard sizes will not fit to protect adequately.

2. Fabric and Garment Requirements

- BLUE colour material is required.
- The fabric shall withstand at least 300 cycles on the Taber Abrasion Machine without the material holing (90% of material weight retained).
- The TPP (Thermal Protective Performance) shall be no less than 30cal/cm².
- The tensile strength of the material after 5 seconds TTP exposure shall not be less than 65kg in warp and fill
- Only yarns guaranteed by the manufacturer to 260°C and SANS / NFPA approved shall be used.
- All raw edges and seams shall be over locked by using at least five (5) strands of yarn.

3. Requirements for Protective Coats

- The shell shall be of a single layer construction throughout.
- All seems shall be double stitched.
- The coat length shall be at least 850mm for size large suits.
- The coat length shall have a double closure front with 50mm Velcro and heavy-duty zip. The zip shall comply with the standards as set in NFPA 1971(2018).
- There shall be no seams on the shoulders.
- Sleeves shall be constructed in such a way as to afford maximum movement.
- The sleeve cuffs shall be reinforced.
- The arms of the coat shall be designed to facilitate the maximum amount of free arm movement.
- Shoulder and elbow padding is required.

4. Pockets

- Two (2) pleated pockets shall be fitted to the coat.
- The size of these pockets shall be 275mm x 225mm with a 75mm pocket-flap held down by two (2) Velcro squares.
- Each jacket shall have a pocket designed to carry a helmet torch. The measurements of the torch are approximate 170mm long x 50mm diameter. The pocket shall be of a box type construction and shall have a drainage eyelid in the bottom. The pocket shall be closed off with a pocket-flap fastened with Velcro square. The flashlight pocket shall be next to the right-hand side pocket.
- A radio pocket shall be fitted onto the left chest. The pocket shall be so positioned not to hinder the breathing apparatus shoulder straps. The pocket shall feature a pocket-flap with an insertion for the antenna. The pocket flap shall be closed with a Velcro square.
- All pockets shall be of the same material as the outer shell.

5. Requirements for protective trousers

- The trousers shall be shaped in such a way that it will provide a tailored fit.
- The trousers shall feature an elasticized waistband.
- Super heavy-duty suspenders shall be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulder shall be incorporated into the suspenders.
- The main body of the suspenders shall be constructed of non-elastic webbing.

- The suspenders shall be no less than 50mm wide.
- The suspenders shall be equipped with two non-slip thermo-plastic slide fasteners for adjustment.
- On the back 50mm wide elastic webbing shall be stitched to the non-elastic webbing.
- The left and right suspenders belt shall be connected with 50mm elastic webbing at the back.
- The cuff area of the trousers shall be reinforced.
- The leg ends shall be wide enough to fit over the bunker boots.
- The bottom leg seam of the inner shell shall be fitted with an elastic band.
- The knee area shall be reinforced.

6. Reflective Trims

- Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2018) shall be fitted to the suit.
- All trims shall be 3M type 9487.
- The trims shall be 50 to 76mm wide throughout
- All trims shall be double stitched.
- The colour of the trims shall be lime-yellow with silver in the centre.

ITEM 14: RESCUE HELMET

- A conventional style, helmet offering to, front, side and rear protection, similar to a standard fire-fighters helmet, and comply with OSHA 1919 (USA) requirements and UIAA standards or any other equivalent standards is required.
- The helmet shall be fitted with a permanently attached multi-point chin strap designed specifically for search and rescue operations and have an eight-point suspension for increased comfort and safety.
- Must be fitted with a visor that can retract into the helmet.

ITEM 15: FLASH LIGHT

- Torch must meet NFPA Fire Resistance Requirements for 30min
- Must be of a right-angle design and LED bulb
- Must have a rear hook to attach torch to fire tunic.
- Must have a 2-year warranty
- Must be Fire and Impact Resistant.
- Must be waterproof to at least 3m
- Use 4 AA Batteries

ITEM 16: WETSUIT 5MM ONE PIECE

- Constructed of neoprene with a thickness of 5 – 6mm
- Fitted with a front zip
- Zip must have a soft inner flap
- Seals on wrists and ankles to reduce water movement in and out of suit
- Separate hood to be supplied with suit
- Various sizes

ITEM 17: WETSUIT 3MM SHORTY

- Constructed of neoprene with a thickness of 1.5 – 3mm
- Fitted with a rear zip
- Zip must have a soft inner flap
- Available in various sizes

ITEM 18: WETSUIT BOOTS

- Boot stile design
- Fitted with a zip
- Non-slip sole design.
- Available in sizes 5 to 12

ITEM 19: CLIMBING / RESCUE HELMET

- Designed for working at height and rescue purposes.
- Fitted with chinstrap
- One size fit all (53 – 63cm)
- Must be available in Red, White and Yellow
- Weight not to exceed 350gr
- Comply to EN 12492

ITEM 20: WATER RESCUE HELMET

- Designed for Water Rescue purposes
- Fitted with chinstrap
- Adjustable sizing
- Helmet designed to protect against side impact.
- NFPA approved water rescue helmet

ITEM 21: PERSONAL FLOTATION DEVICES

- Designed for Water Rescue Purposes
- NFPA approved
- Fully adjustable
- Fitted with integrated body harness
- Fitted with cow tail towing system
- Cordura outer casing
- Constructed with Nylon inner shell
- Fitted with Accessory pocket
- Fitted with build in 10m throw line
- Minimum Positive Flotation of 102N

ITEM 22: DRY- SUIT

- Tri-laminate Material
- Available in different sizes
- Latex wrist and neck seals
- Integrated boots size selection on order
- Internal Waist
- Telescopic torso design with suspenders and crotch strap
- Front entry water / air tight zip
- Supplied with thermal under garment.
- Supplied with storage bag
- Supplied with swivel inlet & adjustable, automatic exhaust valve and 36” inflator hose with over size quick disconnect.

ITEM 23: TWO PIECE WORK SUITES (Royal Blue)

23.1

- 100% Cotton
- Acid-resistant reflective work suit
- Chemically treated to repel acid and oil splashes
- YKK steel zip
- Triple stitching
- 48 mm lime/silver/lime reflective tape at elbows, back (cross), and knees.
- Jacket-3 Pockets with press studs.
- Trousers-3 Pockets
- The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

23.2(COLOUR: Navy Blue)

- 100% Acid and Flame Retardant Cotton
- YKK ZIP
- Triple Stitched throughout
- Silver Reflective Tape double needle topstitched on Arms and Legs
- SABS Approved
- 300-310GSM FABRIC
- Two side entry pants pockets with money pocket & mitred back pockets.
- Jacket-3 Pockets with press studs on breast pocket. The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

23.3 (COLOUR: Blue and lime yellow)

- Two piece high visibility Continental Zip Suit.
- Polyester Cotton.
- 40mm silver reflective striping.
- Shall be supplied in various sizes.

23.4 Electrical Work Suit (Navy)

- ATPV 12.4cal/cm²
- 305gsm Fabric
- 88% Cotton, 12% Nylon
- Flame Retardant Thread throughout
- YKK concealed brass zips on jackets and pants
- Flame Retardant velcro closures
- Triple needle side seams
- Flame Retardant knitted rib cuffing
- Three jacket pockets with mitred flap & FR velcro
- closure & side swing pockets on pants
- 50mm Flame Retardant reflective tape on arms and legs

23.5 Arch Flash Suit (Navy)

- ATPV 100cal/cm²
- Fully triple needle stitched garment
- Concealed YKK Vizlon zip on jacket
- Flame retardant Velcro closures
- Flame retardant knitted rib cuffing
- cal/cm² Rating embroidery on hood, jacket, bib & brace and gloves
- Hood with Back flap with Velcro closure for built-in fan/air system
- Flame retardant Velcro closures
- 100cal/cm² Arc Visor with Real View Technology
- Integrated fresh air arc flash ventilation system for cooling
- NFPA 2112, NFPA 70E, SANS 724, ASTM F2621-12, EN 11612:2015, EN 61482-2-2:2020
- HOOD: ASTM F2178-12
- GLOVE: ASTM F2675

ITEM 24: TWO PIECE WORK SUITE (Emerald Green)

- 80/20 Poly cotton conti-suit
- YKK Steel zip
- Triple stitching
- 48 mm lime/silver/lime reflective tape at elbows, back (cross), and knees.
- Jacket-3 Pockets with press stud on breast pocket.

- Trousers-3 Pockets
- The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

ITEM 25: SAFETY BOOTS (Sizes shall range from 3 up to 14 including half sizes)

25.1	Anti-penetration, Anti-static, Chemical resistant, Heat resistant 300°C, Oil resistant, Shock absorbent, Slip resistant, Water resistant.
Upper	S2 waxy leather upper High quality full grain water resistant black waxy cow leather; resistant to chemicals, water, flame, oil and mould. Thermal lining on inside of boot, between leather and inner lining.
Sole	Polyurethane (PU) and Rubber
Eyelets	Nickel-free reinforced eyelets
Lining	Waterproof "Hydroseal" full inner sock
Toe cap	200J steel toe cap
Insole	Ultra-thick polyurethane (PU) with memory foam and Poron heel insert
Insole board	3MR Ibitech non-woven insole board

25.2	Electrical Resistance
UPPER	Full grain leather, padded collar and ½ padded bellows tongue for comfort
LINING	Needle-fibred vamp lining for excellent perspiration absorbency
In sock	Non-woven material in-sock laminated to Kevlar to protect the foot from heat transference, through the sole of the boot
Top sock	Anti-bacterial Energiser woollen top sock with anti-microbial properties
Midsole	Anti-penetration midsole
Toe cap	200J steel toe cap
Sole	Dual Density PU/Rubber (heat resistant up to 300° C)

25.3	Chelsea Boots
Upper	Full grain leather with elastic side gussets and 2 pull straps for ease of entering and exiting the boot.
Lining	Hi-tech vamp lining, needle-fibre blend with excellent perspiration absorbency.
In Sock	Anti-static, non-woven in sock for flexibility, comfort and stability
Top Sock	Anti-bacterial Energiser woollen top sock with anti-microbial properties
Midsole	Shank reinforcement for arch support Anti-penetration midsole.
Toe Cap	200J Steel toe
Sole	Dual Density PU/PU (Heat-resistant up to 95°C)

25.4	Ladies Light Industrial Tekkies
Upper	Mesh Upper for breathability, Gusset tongue
Sole	Rubber outsole for premium traction and durability
Toe cap	Reinforced PU toe cap
Footbed (insole)	Phylon Midsole for superior cushioning
Insole board	Moulded PU innersole for all day comfort

25.5	Safety shoes
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Upper	Highly durable, double-stitched barton print split buffalo leather upper with padded tongue and collar for added comfort
Toe cap	Wide profile, carbon steel toe cap, complying with the EN 20345 Standards
Sole	Dual-density polyurethane sole - comfortable, slip, oil and acid-resistant outer sole
Insole	Anti-static insole
Lining	Moisture-wicking mesh lining
Insole boars	Removable footbed offering added shock absorption

ITEM 26: DUST / LAB COAT (White-Navy)

- 80/20 Poly Cotton
- Acid resistant
- Knee length
- Long sleeve
- Button down jacket
- 2 pockets
- To be supplied in various sizes

ITEM 27: SOCKS (Black-Navy)

27.1

- 68% wool, 18% mohair, 14% elastane
- Zipro treated wool yarn
- Convection & radiant heat protection
- Thermally balanced & odor free

27.2

- Cushion foot socks Bio-Guard.
- Military rib half hose
- 70% Wool heavy weight.

ITEM 28: TWO PIECE RAIN SUITS (Colour: Day-Glo Yellow/Lime and Navy)

28.1

- Fold away hood with drawstring in collar.
- 100% Waterproof outer fabric
- Jacket concealed zip and press stud front.
- 19 mm Silver reflective tape on arms, legs, and across torso
- Trousers-Fully elasticated waist.
- Heavy duty & water resistant
- Ventilated back with mesh lining & aeration holes
- Supplied as jacket and trouser in carry bag
- Shall be supplied in various sizes
- Shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

28.2 (Fluorescent Orange PU/FR Cotton knit)

- 100% Waterproof with welded seams
- Covered zip closure with snap storm flap.
- 2 Front pockets with flap.
- Back Ventilation system with d-ring opening.
- Bib style trouser with quick release suspender system,
- Fly front with snap,
- Velcro tab type leg cuff adjusters,

- 3M 40mm reflective trim around calves and knees

ITEM 29: REFLECTIVE VESTS (General)

- 100% polyester fluorescent yellow open weave fabric
- Flame retardant tape
- 100% cotton woven fabric with micro-glass bead coating, 502g/m2
- Velcro closure
- Black polyester binding
- Garment class 2
- To be supplied in various sizes
- The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

ITEM 30: REFLECTIVE VESTS (TRAFFIC REFLECTIVE JACKET)

- 100% polyester tricot/mesh fabric
- Reflective tape is 50mm silver bead industrial washing T/C tape
- Nylon zip fastener with metal slider & buttons
- Identity card holder on left breast
- Garment class 2
- Enhanced visibility from all sides
- Zip-Off long sleeves.
- Shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

ITEM 31: SAFETY GLASSES

- Clear lens designed for indoor and outdoor use
- High density vinyl, flexible and durable, adjustable temples
- Polycarbonate mono lens
- Polycarbonate temples with ventilation
- Compatible with respiratory equipment
- Anti-glare lens
- Scratch resistant lens
- Over spectacle

ITEM 32: GLOVES (Shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large)

32.1 Leather

- Pigskin full grain leather
- Continuous side open cuff with polyester binding
- Syntax thread & cotton bound cuff trim

32.2 PVC

- **INNER** : Cotton liner
- **COATING** : PVC
- **CUFF** : Elasticated knit wrist length safety cuff

32.3 PVC

- **INNER** : Cotton liner
- **COATING** : PVC
- **CUFF** : Elbow length safety cuff

32.4 Rubber

- High quality elbow length rubber latex
- Insulated gloves (10 Kv and above)
- Exclusively for electrical purposes.
- R-acid resistant, oil-resistant, ozone-resistant, C – resistant to extremely low temperatures

32.5 Nylon

- Cut Resistant level 5 shell with reinforced black nitrile palm coating
- Double dipped polyurethane (PU), smooth palm
- Elasticated knit wrist length safety cuff
- Double dipped, palm dip, smooth finish

32.6 Chemical Gloves

- Nitrile Gloves
- Be protective against chemicals
- Mid-arm length

ITEM 33: RESPIRATORY PROTECTION

- Disposable FFP2 Dust Masks with elastic headband
- Soft PVC filter masks
- Dual wide elastic headband connected with a pin swivel connector
- NRCS AZ2011/43
- Single unifix filters

ITEM 34: WIDE BRIM SUN HATS (Navy)

- 4-Needle stitched sweatband
- Drawcord with toggle stopper
- Poly Cotton twill fabric
- Antique brass eyelets

ITEM 35: WATER BOOTS (SABS APPROVED)

- **COLOUR:** Black/Toffee
- **TOE CAP:** Steel Toe Cap/ No Toe Cap
- **SOLE:** Nitrile PVC Sole
- **UPPER:** PVC Upper

ITEM 36: BEANIES (Navy, Green)

- 50% Acrylic and 50% Wool
- 10 Gauge needle knit
- Double knit with turn up detail

ITEM 37: SHIN PADS

- Padded lining and high impact plastic outer guard.
- Shin/knee guards
- Cushioned inner pad liners
- High impact plastic plates
- 4 quick release buckles

ITEM 38: FACE SHIELD

- Face And Ear Protection
- Close fitting wire headband for comfort
- Durable self-adjusting ABS cups
- Twin point mounted cups

- High frequency earmuffs

ITEM 39: CHAINSAW SUITE and GLOVES

- Material composition of outer fabric: 100% polyester
- Lining material composition: 100% polyester
- Material complies to EN 381: class II
- 6 layer of chainsaw blade arresting fibre, pants with belt loops and bottom of braces
- Gloves: durable leather with textile back, cut protection class 1, tight fit.
- Jacket to have an elasticated waist band and 2 zipped chest pockets
- The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

ITEM 40: NOISE MUFFS

- Padded headband ear muff
- Twin point mounted cups
- Large cups with soft foam cushions
- Hearing protection for extended periods

ITEM 41: APRONS

- 100% Cotton
- Adjustable strap and buckle

ITEM 42: DISPOSABLE COVERALLS

- Promax Type 5 and 6
- Elasticated wrists legs and waist
- Hooded with a concealed HDPE (high density polyethylene) zipper front.

ITEM 43: CHEST WADERS

- 90% PVC and 10% polyester blend with PVC injection-moulded seamless gumboot construction for 100% waterproof protection
- 100% waterproof smooth PVC seam stitching
- Elasticated chest collar suited for sizes
- Adjustable woven nylon suspenders with integrated nylon buckles for quick-release functionality.

ITEM 44: WINTER JACKETS (The jacket shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.)

44.1

- High Viz Two-toned
- Water Resistant coated Polyester / Polar Fleece Lining
- YKK Zip with two-way puller
- 8 Multipurpose functional pockets
- Hood with adjustable drawcords
- Internal waist draw cords
- Storm cuffs with concealed rib
- Heat-sealed seams
- Stowaway hood (fits into the collar with hook and loop)

44.2

- Bomber-style thermal protective & water-resistant jacket
- Outer: 280gsm Gabardine fabric
- Body lining: 240gsm 100% Polyester fleece fabric
- Sleeve lining: 100% Quilted Polyester 190T Taffeta & Padding on sleeve: 180gsm 100% Polyester fabric

- 50mm Silver reflective tape on arms, waist & upper abdomen
- Elasticated rib knit cuffs & waistband
- Detachable sleeves with open end nylon zip
- Heavy-duty chunky nylon zip at front
- Two large side entry welt pockets
- Right breast with large dual utility pocket, bellow with flap Velcro closure & chunky nylon zip division
- Left breast large pocket with storm flap & Velcro closure plastic ID card holder
- Internal right breast pocket with Velcro closure

44.3

- 100% D59 Flame Retardant Cotton
- 300/310gsm fabric flame acid outer, 220gsm inner
- Flame retardant & coated acid-resistant fabric outer
- YKK chunky nylon zip
- Two square breast pockets
- Two outer square bottom pockets
- Nickel press studs throughout
- Silver Reflective Tape
- SABS Approved

ITEM 45: GOLF SHIRTS (Navy,Black Emerald Green)

- 100% Cotton
- Long and short sleeves
- Three-button placket
- Double-stitched hem
- Rib collar and cuffs
- The golfer shall be made in various sizes labelled: X-Small, Small, Medium, Large, X-Large, XX-Large, and XXX-Large.

ITEM 46: HARD HAT (Various colours)

- SABS Approved
- Made from moulded high-density Polyethylene
- Fully adjustable six-point headgear suspensions
- Slotted integration of accessories (earmuffs, visors etc.)
- Breathable sweatband
- Reinforced Ribs for extra protection
- Washable and replaceable air-cushioned foam layer

ITEM 47: LIFE JACKETS (Orange)

- Life Preserver with reflective tape
- Chest Strap 620mm x 25mm
- Waist Strap 3000mm x25mm

ITEM 48: MULTI GAS MONITOR

- To monitor up to five gases simultaneously
- Size 4.4 x 2.4 x 1.2 in. / 11.3 x 6.0 x 3.1 cm
- Weight 190 g
- Temperature -20 to +50°C
- Humidity 0% - 95% RH (non-condensing)
- Alarms - Visual, vibrating, audible (95 dB)- Low, High, STEL, TWA, OL (over limit)
- Tests Audible/visual alarms on activation; sensors, battery and circuitry (continuous)

- Typical battery life* 18 hours at 20°C / Recharges in less than 6 hours
- User options Confidence beep
- Set STEL interval
- Sensor on/off
- Latching alarms
- Safe display mode
- Stealth mode
- Calibration lock
- Auto zero on start up
- O2 auto calibration
- on start up
- Set bump test interval
- Force bump test when overdue
- Combustible gas measurement (%LEL or % by volume methane)
- User-settable calibration gas level
- Force calibration when overdue
- Low alarm acknowledge
- Language choices
- Set custom start up message
- Ratings EMI/RFI: Complies with EMC Directive 2004/108/EC
- IP 66
- Certifications and approvals Class I, Div. 1, Gr. A, B, C, D
- Warranty: Full two-year warranty including sensors and battery

ITEM 49: SAFETY HARNESS

- Full body harness, with adjustable leg straps
- Sternal D-ring for means of connection at the chest, as well as back mounted D-ring for connection at the back
- Padded foam back support for superior comfort
- Lanyard with scaffold hooks can be purchased separately
- 45mm wide Polyester webbing
- Multi-colour webbing to indicate correct positioning prior to donning

ITEM 50: KIDNEY BELT

- Type 2 certified Leather Trim
- Velcro Closing
- Kidney/Back support for heavy lifting

ITEM 51: TWO-TONE BUSH SHIRTS (Male and Female)

- 100 % cotton
- Two patch breast pockets.
- Button front.
- Short sleeve with dummy cuff.
- Colour: Navy with stone contrast.

ITEM 52: DENIM JEANS (Navy)

52.1 MEN

- 98.75% Cotton; 1.25% Spandex.
- Men's regular fit with midrise.
- Straight leg.
- YKK brass zipper.
- Two front rounded side pockets with RHS money pocket.
- Metal rivets at each end of front pockets.
- Two back patch pockets with detail stitching.
- 5 x belt loops.

52.2 LADIES

- 98.75% Cotton
- 1.25% Spandex
- Ladies regular fit with midrise.
- Straight leg.
- YKK brass zipper.
- Two front rounded side pockets with RHS money pocket.
- Metal rivets at each end of front pockets.
- Two back patch pockets with detail stitching.
- 5 x belt loops

52.3 UNISEX

- 93% Cotton, 5% Polyester, 2% Viscose
- Colour: Indigo (Denim)
- 50mm JW REFLECT® 1204 yellow & silver reflective tape for increased visibility
- Concealed brass YKK zip
- Industrial wash
- Front inside laid on pockets
- Back hip pocket
- Triple stitched stress seams for enhanced durability
- Bar tacked at stress points for extra strength

ITEM 53: JERSEY FLAT KNIT (Navy)

- Flat knit
- Medium weight 10 Gauge.
- "V" Neck
- Long sleeved. Ribbed cuff and waistband.
- With embroidered badge on left breast, and nametag on right breast.
- **No epaulettes or elbow patches.**

ITEM 54: PULLOVER FLAT KNIT (Colour: Navy)

- Flat knit medium weight 10 gauge v-neck
- Shall be supplied in various sizes

ITEM 55: T-SHIRTS (Colour: Navy)

- 100% cotton.
- Ribbed crew neckline
- Double top-stitched sleeves and bottom hem
- Self-fabric inner back neck tape
- Tubular knit - no side seams
- Unisex fit

ITEM 56: EARPLUGS

- EARPLUG Non-toxic, comfortable, non-allergenic, self-adjusting durable foam
- CORD Soft inter-woven string, 60cm long

ITEM 57: EMBROIDERY

- All tops/jackets/t-shirts/ shirts and jerseys be embroidered with the JB Marks Local Municipality Logo and the name of the department or section on the left breast side. The wording of the unit at the back of all work suits jackets.
- All head gear, bennies and sun hats are to be embroidered with the JB Marks Local Municipality logo.

It is a condition of the tender that all tenderers submit a SABS Manufacturing Capability Report Certificate, which certifies the capability to manufacture the specific items tendered for with their tender. Failure to submit this report will render the tender null and void.

It is a condition of the tender that the successful bidder obtains the required third-party certification for NFPA/CE or any other compliance if items do not already have them due to being manufactured locally. The cost must be incorporated into the costing.

SPECIFICATION & SCHEDULE / BILL OF QUANTITIES

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING FOR JB MARKS LOCAL MUNICIPALITY PERSONNEL ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE YEARS.

PRICING WILL BE REQUESTED UPON APPOINTMENT

Item No	Description	TOTAL
Item 1	Structural Fire Fighting Suit	83
Item 2	Proximity Fire Fighting Suit	08
Item 3	Fire Fighting Helmet	83
Item 4	Fire Fighting Goggles	83
Item 5	Fire Fighting Gloves	83
Item 6	Rope Rescue Gloves	12
Item 7	Vehicle Rescue Gloves	83
Item 8	Flash Hood	83
Item 9	Fire Fighting Boots	83
Item 10	Carry Bag	83
Item 11	Reflective Vest	83
Item 12	All Weather Jacket	83
Item 13	Bush Fire Suit	83
Item 14	Rescue Helmet	12
Item 15	Flash Lights	83
Item 16	Wetsuit 5mm One Piece	12
Item 17	Wetsuit 3mm Shorty	12
Item 18	Wetsuit Boots	12
Item 19	Climbing / Rescue Helmet	20
Item 20	Water Rescue Helmet	20
Item 21	Personal flotation devices	12
Item 22	Dry-Suit	04
Item 23	Two-piece work suite	
	23.1 Royal Blue	422
	23.2 Navy Blue	392
	23.3 Navy Blue and Lime Yellow	52
	23.4 Navy Blue ATPV Work Suit	128
	23.5 Arch Flash Suit	12
Item 24	Two-piece work suite (Emerald green)	514
Item 25	Safety boots	
	25.1 S2 waxy leather upper High-quality full grain water resistant	155
	25.2 Electrical Resistance	64
	25.3 Chelsea Boots	641
	25.4 Ladies Industrial Tekkies	67
	25.5 Safety shoes	67
Item 26	Dust / Lab coat	
	White	10
	Navy blue	95
Item 27	Socks	1988
Item 28	Rain suits (2 piece)	
	28.1 Day-Glo Yellow/Lime and Navy	653
	28.2 Fluorescent Orange PU/FR Cotton knit	64
Item 29	Reflective Vest (General)	717
Item 30	Reflective vest (Traffic reflective jacket)	76
Item 31	Safety glasses	717
Item 32	Gloves	
	32.1 Leather	3 Cartons

	32.2 PVC elastic wrist	4 Cartons
	32.3 PVC Elbow length	4 Cartons
	32.4 Rubber	1 Carton
	32.5 Nylon	4 Cartons
	32.6 Nitril mid-arm length	2 Cartons
Item 33	Respiratory protection	
	33.1 N95 Moulded Face Mask	1 Carton
	33.2 Soft PVC Filter Mask	
Item 34	Wide brim sun hats	717
Item 35	Water boots	922
Item 36	Beanies	
	Traffic brown	26
	Navy	691
Item 37	Shin pads (pair)	50
Item 38	Face shields	10
Item 39	Chainsaw suite and gloves	10
Item 40	Noise muffs	50
Item 41	Aprons	67
Item 42	Disposable coveralls	2 Cartons
Item 43	Chest waders	91
Item 44	Winter Jackets	
	44.1 High Viz Two-toned with 8 multipurpose pockets	496
	44.2 Bomber-style thermal protective & water-resistant jacket	155
	44.3 100% D59 Flame Retardant Cotton	64
Item 45	Golf shirts (Long and Short sleeves)(Navy and Black)	1026
	Emerald Green	180
Item 46	Hard hat	100
Item 47	Life jacket	20
Item 48	Multi gas monitor	08
Item 49	Safety harness	08
Item 50	Kidney belt	100
Item 51	Two-tone bush shirts	199
	Male	
	Female	
Item 52	Denim jeans	199
	52.1 Men	
	52.2 Ladies	
	52.2 Unisex	23
Item 53	Jersey flat knit	26
Item 54	Pull – Over flat knit	26
Item 55	T-Shirts	603
	Male	
	Female	
Item 56	Earplugs	5 Cartons
Item 57	Embroidery and Wording	

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance
 - 1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation. All the required returnable documents must be certified. Certification date should not be more than three months. This tender will be evaluated from Functionalities only.

LIST OF RETURNABLES

The following compulsory documents must be accompanied with the tender or proposals and failure to provide such documentation shall constitute automatic disqualification:

Documents	Yes	No
Company profile		
Certificate of registration		
SARS PIN		
Filled tender document		
Proof of previous Similar projects (Appointment letters and/or Delivery notes (5))		
Authority letter to distribute or be a re-seller		
Municipal Rates & Tax for both Director and Company(Not owing for more than 90 days)		
Bidder must attach a full capability report, (consisting of ALL pages, Not only the first page of the capability report) issued by the SABS which proves that the bidder or manufacturer that will supply the bid is capable to manufacture the item(s) in accordance with the specification to the bid document. Failure to do so will lead to disqualification of the bid.		

JB Marks Local Municipality is seeking a provider that is fully *au fait* with the operating environment and regulatory issues faced by local government. The inclusion of details of previous experience of providing similar services is highly recommended. Supply at most five (5) contactable references by simply stating the following:

- Name of client
- Position
- Contact telephone numbers
- Work performed
- Dates when work performed

CONTACTABLE REFERENCES

PROJECT NAME	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Excl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				
D.				
E.				

SCHEDULE OF PRICES

- a. Pricing is not required for establishing this panel
- b. Once a Panel is Established Quotations will be sourced from successful bidders
- c. The specification is not limited to the items specified below. Client may at any time when there is a need request for Cleaning Material that might not be listed under specified items in this document.
- d. Only SABS Approved will be accepted

2. Allocation of Work for the supply and delivery of PPE/Clothing

- a) The appointment into the JBMLM's panels of suppliers does not guarantee that the panellist will receive an actual appointment for the supply of the required PPE/Clothing. JBMLM to run a competitive process within the established panel;
- b) Services will be sourced on an as and when required basis from the panel of Suppliers and in terms of JBMLM SCM Policy and guidelines;
- c) Requests for quotations will be advertised on the JBMLM notice boards and website. The notices will remain on the JBMLM notice boards and website for seven days;
- d) It is the responsibility of the Supplier to ensure that they check the JBMLM notice boards and website regularly and respond to JBMLM's requests for quotations as set out herein;
- e) It is important to note that no officials from JBMLM will contact any Supplier for the purpose of obtaining quotes outside of the above process.

The maximum threshold for an appointment through the panel will not exceed R5 million including VAT. Where the value of work exceeds R5 million including VAT, such procurement will be subjected to a competitive tender process outside of the panel.

Signature of person authorised to sign bid documents

Name in block letters

Designation

Date

EXPERTISE AND CAPACITY

The proposal should reflect levels of expertise and capacity in the deliverance of tender requirements.

A weighted criteria with a possible maximum points has been set for functionality. A maximum of **100 Points** will be awarded for a good and proven track record for the number similar Projects Completed and authority to be a distributor/re-seller respectively.

EVALUATION CRITERIA

THIS PANEL TENDER WILL BE EVALUATED ON FUNCTIONALITY ONLY

Maximum of **100 points** will be awarded for a good and proven track record of **supplying similar equipment**.

The 100 points for functionality will be evaluated as follows:

FUNCTIONALITY TABLE

Criteria	Weight
The number of similar contracts completed must be accompanied by purchase orders (Supply and Delivery of PPE/Clothing)	Points allocated
Up to 2 contracts to the value of R200 000	30 Points
Up to 3 contracts to the value of R300 000	50 Points
Up to 4 contracts to the value of R400 000	80 Points
Up to 5 contracts to the value of R700 000 and above	100 Points

NB: Proof of contract or appointment letter will only be accepted if it is accompanied by a purchase order and delivery note. No appointment letter/Purchase order = 0 points.

Tenderers must obtain a minimum of 80% (80 points) of the functionality points for their financial proposal to be considered.

Tenderers must obtain a minimum of 80% of the functionality points for their financial proposal to be considered.

NOTE:

1. **Bidders who obtain a minimum of 80 points of the functionality may be recommended into a panel**
2. **ONLY FIRST 10 BIDDERS WHO SCORES HIGHEST (MAXIMUM =100/ OR CLOSEST TO MAXIMUM POINTS) WILL BE APPOINTED INTO A PANEL**
3. **This bid will be evaluated on functionality only. Once a panel is established quotations will be sourced from successful bidders.**
4. **Orders will be placed as and when required and according to departmental requirements.**

CERTIFICATE OF MUNICIPAL SERVICES

Information required in terms of the JB Marks Local Municipality’s Supply Chain Management Policy,
 Clause 28 (i) (c)(ii).

Tender Number:	20/2024
Name of Bidder:	

DETAILS OF THE BIDDER/S: Proprietor /Director(s) / Partners, etc:	
Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all names, please attach the additional details to the tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned, (full name in block letters) certify that the information furnished on this declaration form is correct and that I/we have 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

 Signature

thus done and signed for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2024

Please note:
 Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** and **THIS DECLARATION MUST STILL BE SIGNED**

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Bidder must attach a full capability report not older than 12 Months, (consisting of ALL pages, Not only the first page of the capability report) issued by the SABS which proves that the bidder or manufacturer that will supply the bidder is capable to manufacture the item(s) in accordance with the specification to the bid document. Failure to do so will lead to disqualification of the bid.

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

NAME OF BIDDER		TENDER NO	20/2024
CLOSING DATE	06/06/2024	CLOSING TIME	12:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

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

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

*Delete if not applicable

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

**TENDER NO: 20/2024: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE
EQUIPMENT/CLOTHING TO THE JB MARKS LOCAL MUNICIPALITY**

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: 20/2024: PANEL OF 10 SUPPLIERS FOR SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING TO THE JB MARKS LOCAL MUNICIPALITY

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

By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier 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 tender identified in the tender data. **AS PER FUNCTIONALITY SCHEDULE** 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 tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name
.....

Address:.....
.....
.....

MARKET ANALYSIS

JB MARKS LOCAL MUNICIPALITY reserves the right to conduct market analysis. Should the municipality exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The Municipality further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender

ACCEPTANCE

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five 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.

Signature(s)

Name(s)

Capacity

For the Employer.....

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

Date:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative.....	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder):.....	
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 (where applicable) 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 the following particulars: Name of person/director/trustee/shareholder member: Name of state institution at which you or the person connected to the bidder is employed:..... Position occupied in the state institution:..... Any other particulars:.....	
3.9	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	Yes / No
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 the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed:..... Position occupied in the state institution:..... Any other particulars:.....	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes / No
3.11.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:.....	

<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:.....</p>	<p>Yes / No</p>
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:.....</p>	<p>Yes / No</p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:.....</p>	<p>Yes / No</p>

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

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number / Persal Number

The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

.....
Signature

.....
Date

.....
Capacity

.....
Name of the bidder

¹ 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 or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

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

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

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

THIS PANEL TENDER WILL BE EVALUATED ON FUNCTIONALITY

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Proof of Documents	No proof No points (To be completed by the Tenderer)
1. Historically Disadvantaged Individual (Black Person)	4	1. Certified Identity Document.	
2. Youth	2	2. Certified Identity Document.	
3. Female Director	2	3. Certified Identity Document.	
4. Disabled Director	2	4. A Medical Report and Functional Assessment report compiled by a medical practitioner recognised by the South African Social Security Agency (SASSA), confirming disability.	
5. JB Marks Local Municipality	6	5. Municipal rates and taxes or service account OR Lease Agreement older than	

		6 months, with proof of payment from the landlord.	
6. DR Kenneth Kaunda District	4	6. Municipal rates and taxes or service account OR Lease Agreement older than 6 months, with proof of payment from the landlord.	
TOTAL GOALS	SPECIFIC	20	

DECLARATION CONCERNING COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

- been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p>

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **JB Marks Local Municipality** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **20/2024: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING TO THE JB MARKS LOCAL MUNICIPALITY** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **JB Marks Local Municipality** during the validity period indicated and calculated from the closing time of bid.

1. 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;
 - SARS Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 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)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

- (i) (Sole Supplier) (Full names..... (Identity Nr).....
- (ii) (Registered name of Company/ Close Corporation).....
(Registration Nr.)..... and herein represented by....., in his/ her capacity asduly authorised thereto **according to a Directors/Members resolution of which a copy is attached**)

SIGNED AT ON THIS DAY OF 2024

SIGNATURE.....

CAPACITY.....

WITNESSES
1.....
2.....
DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE JB MARKS LOCAL MUNICIPALITY)

I Mr K Kumbe in my capacity as Municipal Manager accept your bid under reference number **20/2024: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING TO THE JB MARKS LOCAL MUNICIPALITY** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT..... **ON THIS** **DAY OF****2024**

SIGNATURE

NAME (PRINT) **MR K KUMBE**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I,..... the undersigned, in submitting the accompanying bid: **20/2024: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT/CLOTHING TO THE JB MARKS LOCAL MUNICIPALITY** in response to the invitation for the bid made by: **JB MARKS LOCALMUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

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

JB MARKS LOCALMUNICIPALITY GENERAL CONDITIONS OF CONTRACT

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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 provider, 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 provider 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 provider 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 provider and not involving the provider'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.

General Conditions of Contract

	<p>1.15 “Goods” means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.</p> <p>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 provider 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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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 provider covered under the contract.</p> <p>1.25 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.</p>
<p>2. Application</p>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<p>3. General</p>	<p>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.</p> <p>3.2 Invitations to bid are usually published in locally distributed news media and in the institution’s website.</p>
<p>4. Standards</p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p>5. Use of contract documents and information;</p>	<p>5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed</p>

General Conditions of Contract

<p>inspection.</p>	<p>person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The provider 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.</p> <p>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 provider’s performance under the contract if so required by the purchaser.</p> <p>5.4 The provider shall permit the purchaser to inspect the provider’s records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
<p>6. Patent rights</p>	<p>6.1 The provider 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.</p> <p>6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.</p>
<p>7. Performance security</p>	<p>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.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider’s failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier’s or certified cheque.</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider’s performance obligations under the contract, including any warranty obligations, unless otherwise specified.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>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</p>

General Conditions of Contract

	<p>the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>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 provider.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.</p> <p>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.</p>
<p>9. Packing</p>	<p>9.1 The provider 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.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.</p>
<p>10. Delivery and documents</p>	<p>10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.</p>
<p>11. Insurance</p>	<p>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.</p>
<p>12. Transportation</p>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.</p>
<p>13. Incidental services</p>	<p>13.1 The provider may be required to provide any or all of the following services, including additional services, if any:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty

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	<p>obligations under this contract; and</p> <p>(e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2 Prices charged by the provider 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 provider for similar services.</p>
14. Spare parts	<p>14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<p>15.1 The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.</p>
16. Payment	<p>16.1 The method and conditions of payment to be made to the provider under this contract shall be specified.</p> <p>16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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 provider.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated.</p>
17. Prices	<p>17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his</p>

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	bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
	22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
	22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
	22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 22.5 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 provider'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 provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the

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	<p>contract; or</p> <p>(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.</p> <p>24.3 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.</p> <p>24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.</p> <p>24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.</p> <p>24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"> (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. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>24.7 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.</p>
<p>25. Anti-dumping and countervailing duties and rights</p>	<p>25.1 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 provider to the purchaser</p>

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	or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	<p>26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.</p> <p>26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.</p>
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.
28. Settlement of Disputes	<p>28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.</p> <p>28.2 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 provider 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.</p> <p>28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>28.4 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.</p>
29. Limitation of liability	<p>29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the provider 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 provider to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the provider 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.</p>
30. Governing language	30.1 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.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	32.1 Every written acceptance of a bid shall be posted to the provider 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

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	<p>by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>32.2 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.</p>
33. Taxes and duties	<p>33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.</p>
34. Transfer of contracts	<p>34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.</p>
35. Amendment of contracts	<p>35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.</p>

BID REQUIREMENTS OF JB MARKS LOCALMUNICIPALITY

THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED

CENTRAL SUPPLIER DATABASE (CSD) NO:

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER

FACSIMILE: AREA CODE:

NUMBER

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

YES / NO

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services (supply and delivery of PPE/Clothing), which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Clearance certificate is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested