



KAAP AGULHAS MUNISIPALITEIT  
CAPE AGULHAS MUNICIPALITY  
U MASIPALA WASECAPE AGULHAS

# **TENDER: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR INFRASTRUCTURE DEPARTMENT**

**SCM17/2025/26**

<b>BIDDERS NAME:</b>		
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>BBBEE STATUS LEVEL</b>		
<b>CSD REGISTRATION NR</b>	<b>MAAA</b>	
<b>BID AMOUNT:</b>	R _____ <b>Vat (inclusive)</b>	

<b>For Office Use</b>	<b>OFFICIAL STAMP</b>
<b>Official 1:</b> .....	
<b>Official 2:</b> .....	

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## **CHECK LIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes		No	
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes		No	
3.	<b>(CAMBD 2)</b> Are a Tax Compliance status pin attached	Yes		No	
4.	<b>(Schedule 1 A)</b> Authority of Signatory - Is the form duly completed and signed?	Yes		No	
5.	<b>(Schedule 1B)</b> Enterprise Questionnaire -Is the form duly completed and signed?	Yes		No	
6.	<b>(Schedule 1C)</b> Documents of Incorporation - Is the form duly completed and signed?	Yes		No	
7.	<b>(Schedule 1D)</b> Payment of Municipal Accounts - Is the form duly completed and signed?	Yes		No	
8.	<b>(Schedule 1E)</b> B-BBEE certificate - Is the form duly completed and signed? Is a <b><u>certified or an original certificate attached</u></b>	Yes		No	
9.	<b>(Schedule 1F)</b> Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes		No	
10.	<b>(Schedule 1G)</b> Declaration by The Bidder Where the Bidder Is Sourcing Goods - Is the form duly completed and signed?	Yes		No	
11.	Form of Offer - Is the form duly completed and signed?	Yes		No	
12.	Contract data - Is the form duly completed and signed?	Yes		No	
13.	<b>(CAMBD 4)</b> declaration of interest- Is the form duly completed and signed?	Yes		No	
14.	<b>(CAMBD 6.1)</b> Preference points claimed- Is the form duly completed and signed?	Yes		No	
15.	<b>(CAMBD 8)</b> Signed declaration of bidder's past supply chain management practices	Yes		No	
16.	<b>(CAMBD 9)</b> Prohibition of Restrictive Practices be completed and signed.	Yes		No	
17.	<b>All bids must be submitted in writing on the official forms (not re-typed).</b>	Yes		No	
18.	Bidder <b>must</b> initial every page of this bid document.	Yes		No	


## **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	CAPE AGULHA MUNICIPALITY		
	REQUEST FOR TENDERS		
	ADVERTISED ON	MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER	
	TENDER NO:	SCM17/2025/26	
Tenders are hereby invited for:	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR THE INFRASTRUCTURE DEPARTMENT		
PUBLISHED DATE:	29 August 2025	CLOSING DATE:	07 October 2025
CLOSING TIME:	No later than 12H00. Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.		
AVAILABILITY OF BID DOCUMENTS:			
Tender documents are available from <b>Me G Koopman</b> at telephone number 028-425-5500 during office hours or email at <a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a> . The document can also be downloaded from the municipal website: <a href="http://www.capeagulhas.gov.za">www.capeagulhas.gov.za</a> free of charge.			
Date Available:	29 August 2025	Non-refundable Fee:	R 0. 00
BID RULES:			
1. Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.			
2. The Tender Document & supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION & CLOSING DATE OF TENDER.			
3. Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280.			
4. Tenders may only be submitted on the Tender documentation issued by the Municipality.			
5. A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender			
6. The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept ant tender, as it may deem expedient.			
7. Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>			
Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy & Preferential Procurement		Suppliers may claim preference points in terms of the 80/20. Price: 80 Specific Goals: (20) a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 Total Points: 100	
CIDB Registration Required		n/a	
Site Meeting / Information Session		n/a	Validity Period 90 days
ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:	
Division	Supply Chain Management	Division	Supply Chain Management
Contact Person:	Mr Roberto Sefoor	Contact Person:	Ms. G Koopman
Tel:	e-mail Enquires Only	Tel:	e-mail Enquires Only
E-mail:	<a href="mailto:robertos@capeagulhas.gov.za">robertos@capeagulhas.gov.za</a>	E-mail:	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>

**H KRÖHN**  
**ACTING MUNICIPAL MANAGER**  
**PO BOX 51**  
**BREDASDORP**  
**7280**

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY					
BID NUMBER:	SCM17/2025/26	CLOSING DATE:	07 October 2025	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR INFRASTRUCTURE DEPARTMENT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>CAPE AGULHAS MUNICIPALITY</b>				
<b>1 DIRKIE UYS STREET</b>				
<b>BREDASDORP</b>				
<b>7280</b>				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE: SCM	DEPARTMENT	FINANCE: SCM	
CONTACT PERSON	Geraldine Koopman	CONTACT PERSON	Roberto Seffoor / Isaac January	
TELEPHONE NUMBER	028 425 5500	TELEPHONE NUMBER	028 425 5500	
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:isaaci@capeagulhas.gov.za">isaaci@capeagulhas.gov.za</a>	

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p> <p>1.4. ALL SCHEDULES AS WELL AS THE FOLLOWING DOCUMENTS <b>MUST</b> BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS, FAILURE TO COMPLETE AND SUBMIT THE FOLLOWING WILL INVALIDATE YOUR BID:</p> <ul style="list-style-type: none"> <li>a) <b>CAMBD 1</b> - Invitation to Bid</li> <li>b) <b>CAMBD 4</b> - Declaration of Interest</li> <li>c) <b>CAMBD 6.1</b> - Preference Points Form in Terms of The Preferential Procurement Regulations 2022</li> <li>d) <b>CAMBD 8</b> - Declaration of Bidder's Past Supply Chain Management Practices</li> <li>e) <b>CAMBD 9</b> - Certificate of Independent</li> <li>f) Form of Offer and Acceptance</li> </ul>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **TERMS OF REFERENCE/ SCOPE OF WORKS**

Prospective Service Providers are hereby invited to submit tenders for the supply and delivery of Protective Clothing, Uniforms, Safety Gear and Accessories for the Cape Agulhas Municipality's Infrastructure Department for the period ending 30 June 2028.

- |                                 |         |
|---------------------------------|---------|
| 1. Roads & Stormwater           | 9 - 17  |
| 2. Water & Wastewater Treatment | 18 – 22 |
| 3. Solid Waste & Waste Removal  | 23 - 27 |
| 4. Parks & Recreation           | 28 - 42 |

## **REQUIREMENTS AND LOGISTICAL ARRANGEMENTS**

The successful supplier/s must supply and deliver the protective clothing within eight (8) weeks of receiving the order, or other time - frames must be mutually agreed on within one (1) week of receiving the order. If the successful supplier/s cannot or does not deliver the items within the delivery period as indicated; the bidder must inform the Municipality in writing of delays in delivery.

Should the supplier fail to inform the Municipality and the items is not delivered within the delivery period, a penalty of R 500 per day will be charged for each day an order is later than the delivery period of 8 weeks or the newly agreed time - frames. The penalty amount will be deducted from the invoice amount.

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.

The Municipality reserves the right to cancel an item/order should the delivery schedule not be adhered to or to cancel an item/order should it be discovered that inferior materials are being used or unacceptable construction is evident in the assembly of the protective clothing.

It is expected that prospective suppliers must ensure that full account of adherence to the relevant SANS Textile Standards is maintained and proven upon request from the Cape Agulhas Municipality.

## **SAMPLES**

Samples as per the specified list of items on the price schedule must accompany your Tender document and must be delivered to the offices of the Supply Chain Management Unit at the Cape Agulhas Municipality's Offices at 1 Dirkie Uys Street, Bredasdorp (opposite main building). ***Failure to submit these samples will lead to disqualification.***

Please ensure that every individual sample is duly marked with the name of the bidder and the name of each item as specified in the tender document. Please ensure that the samples are properly placed in one endorsed and sealed container.

These samples can be collected after awarding of contract/s to the successful bidder/s, **provided that only the samples of the successful bidder/s will remain with the CAM for the duration of the contract.**

## **REMUNERATION AND PRICE**

No upfront payments will be made for any reason whatsoever. Payments will only be made, within thirty (30) days, on submission of an invoice, which shows receipt of goods. Any fees or remuneration are inclusive of Value Added Tax.

## **PRICE**

A price must be submitted for a single complete item as below with guarantees and warranties, but the Cape Agulhas Municipality reserves the right to purchase more than one item as per the unit price of the successful bid/s and to award orders to different successful bidders.

## PRICE ESCALATION

It is required by a Service Provider to indicate price escalations (in the document), otherwise the prices will be considered as firm for the whole period of the Tender, and no claim for increased cost will be considered.

The Contract Price for Year 1 shall be FIRM. A once-off escalation of not more than the average CPI calculated over a 12-months period from July to June the next year, may be allowed for year 2 and year 3, to be implemented with effect from 1<sup>st</sup> July of year 2 and year 3.

All claims for price increases, not exceeding the generally accepted CPI norm, shall be considered only if lodged in writing, at the Council's office, 1 Dirkie Uys Street, Bredasdorp, 7280, supplying full details, 14 days before coming into operation on the said increase price, failing which, the bidder/s shall be deemed to have waived any claim to such increase.

## MINIMUM QUANTITY (VERY IMPORTANT!)

The municipality does not guarantee that all acquisitions will be in bulk quantities. The municipality may procure in smaller quantities at times, for eg. Between 1 and 20 garments. Therefore, NO minimum order quantities from bidders will be accepted. Bidders must take this into consideration when completing the MBD 3.1 (Pricing schedule).

## BRANDING / CORPORATE LOGO

**\*Front Branding: 50mm CAM (Cape Agulhas Municipality) emblem embodied on the left-hand side of the garment (to be done after the award has been made and on placement of an order)**

**\*Back Branding: CAM to be printed on the back. Size of branding must not be less than 15 centimeters wide, and the height must not be less than 7 centimeters. All printing to be in white embroidery.**

Screen Printing: 70mm White Lettering on Back of Garment: CAM

C A M 7CM

[ 15CM ]



9.0 cm

on LBS  
print: white  
red  
green  
yellow  
L/blue  
D/blue



Eg. **PARKS & RECREATION**

1. **SPECIFICATIONS: ROADS & STORMWATER DEPARTMENT**

**Please indicate with an "X" whether the offer complies with the requirements**

NR	DESCRIPTION	SPECIFICATIONS	COMPLY
1.1	<b>TWO-PIECE OVERALLS – TWO TONE (ORANGE WITH ROYAL BLUE)</b>		<b>YES/NO</b>
1.1.1	<b>JACKET</b> <b><u>MALES</u></b> <div> print  example:  <b>CAM</b> </div>	Two tone: Orange/Royal Blue – 240grams Conforms to SANS 434 manufacturing protocols – SABS CERTIFIED Garments to be poly cotton, orange 65% poly/royal blue 35% cotton – (65/35) 240grams Orange 65% Poly-navy blue 35% cotton - Orange upper – midriff height (65% poly) - Royal blue lower (35% cotton) Long sleeves – two tone - Orange upper - Royal blue lower Garment triple stitched all round Metal zip up front Closure Breast Pocket with Stud Closure Two (2) Side Hip Pockets Reflective Strips, 50mm wide (silver onto lime) over shoulder, around chest and around the sleeves Corporate logo printed on left breast pocket (black ink on orange garment) Printing to be explained by the client <b>Male manufactured and fit – SANS 434 specifications</b>	
1.1.2	<b>PANTS</b> <b><u>MALES</u></b>	Two tone: Orange/Royal Blue – 240grams Conforms to SANS 434/511 manufacturing protocols 65% Poly – 35% Cotton Triple stitched all round Long Pants - Lower – royal blue knee height - Upper - orange Elasticised Back Reflective strips x2 @ 50mm wide (silver onto lime) just below the knee Double stitched on the reflective strips Metal zip up front fly Waist Stud Closure One (1) Back Pocket Two (2) Side Pockets <b>Male manufactured and fit – SANS 434 specifications</b>	

NR	DESCRIPTION	SPECIFICATIONS	COMPLY
1.1	TWO-PIECE OVERALLS – TWO TONE (ORANGE WITH ROYAL BLUE)		YES/NO
1.1.3	<b>JACKET FEMALE</b>  <div> print example: <b>CAM</b> </div>	Two tone: Orange/Royal Blue – 240grams Conforms to SANS 434 manufacturing protocols – SABS Certified Garments to be poly cotton, orange 65% poly/royal blue 35% cotton – (65/35) 240grams Orange 65% Poly-navy blue 35% cotton - Orange upper – midriff height (65% poly) - Royal blue lower (35% cotton) Long sleeves – two tone - Orange upper - Royal blue lower Garment triple stitched all round Metal zip up front Closure Breast Pocket with Stud Closure Two (2) Side Hip Pockets Reflective Strips, 50mm wide (silver onto lime) over shoulder, around chest and around the sleeves Corporate logo printed on left breast pocket (black ink on orange garment) Printing to be explained by the client <b>Female manufactured and fit – SANS 511 specifications</b>	
1.4	<b>PANTS FEMALE</b>	Two tone: Orange/Royal Blue – 240grams Conforms to SANS 434/511 manufacturing protocols 65% Poly – 35% Cotton Triple stitched all round Long Pants - Lower – royal blue knee height - Upper - orange Elasticised Back Reflective strips x2 @ 50mm wide (silver onto lime) just below the knee Double stitched on the reflective strips Metal zip up front fly Waist Stud Closure One (1) Back Pocket Two (2) Side Pockets <b>Female manufactured and fit – SANS 511 specifications</b>	

NR	DESCRIPTION	SPECIFICATIONS	COMPLY
1.2	FOOTWEAR SAFETY SHOES/BOOTS - MALES		YES/NO
The shoes/boots will be used by workers involved in routine road maintenance, gravel road maintenance and construction, bitumen works and vegetation clearing. It is therefore required that the shoes/boots offered against this tender must be suitable for this working environment and be suitable for working on hot tar/bitumen and premix. The shoes/boots must conform to SANS specifications and carry the SANS mark of conformance.			
1.2.1	Safety Boots - MALE	Shoe/boot conform to SANS specifications	
		Shoe/boot carry the SANS/ISO 20345 certified mark	
		Extra wide fitting steel toe cap to withstand an impact load of 200 joules	
		Steel toe cap design to provide easier flex (and more comfort to bridge of the foot)	
		Leather upper cut from chrome tanned 2.0 mm – 2.2mm full grain bovine sides	
		Thickly padded inside tongue	
		Collar padding for comfort and support	
		Anti-bacterial/anti-fungal and sweat absorbent vamp lining	
		Must have eyelet loops and high abrasion resistant braided laces	
		Must be made with a flexible shank reinforced for arch support	
		Sweat absorbent and anti-bacterial Poron/EVA removable comfort energiser insole	
		Lace-up product	
		Must have a VIBRAM or equivalent rubber outsole	
		Slip resistance	
		Water resistance	
		Oil and acid resistance	
		Resistant to various chemicals (documentary proof to be provided)	
		Sole must be heat resistant up to 300 degrees Celsius	
Must have a Anti – Penetration Kevlar Midsole			
Must be approved by the Podiatry Association of South Africa (PASA)			
FOOTWEAR SAFETY SHOES/BOOTS – FEMALES			COMPLY
The shoes/boots will be used by workers involved in routine road maintenance, gravel road maintenance and construction, bitumen works and vegetation clearing. It is therefore required that the shoes/boots offered against this tender must be suitable for this working environment and be suitable for working on hot tar/bitumen and premix. The shoes/boots must conform to SANS specifications and carry the SANS mark of conformance.			YES/NO
1.2.2	Safety Boots – FEMALE	Shoe/boot conform to SANS specifications	
		Shoe/boot carry the SANS/ISO 20345 certified mark	
		Extra wide fitting steel toe cap to withstand an impact load of 200 joules	
		Steel toe cap design to provide easier flex (and more comfort to bridge of the foot)	
		Leather upper cut from chrome tanned 2.0 mm – 2.2mm full grain bovine sides	
		Thickly padded inside tongue	
		Collar padding for comfort and support	
		Anti-bacterial/anti-fungal and sweat absorbent vamp lining	
		Must have eyelet loops and high abrasion resistant braided laces	
		Must be made with a flexible shank reinforced for arch support	
		Sweat absorbent and anti-bacterial Poron/EVA removable comfort energiser insole	
		Lace-up product	
		Must have a VIBRAM or equivalent rubber outsole	
		Slip resistance	
		Water resistance	
		Oil and acid resistance	
		Resistant to various chemicals (documentary proof to be provided)	
		Sole must be heat resistant up to 300 degrees Celsius	
Must have a Anti – Penetration Kevlar Midsole			
Must be approved by the Podiatry Association of South Africa (PASA)			
Must be available in sizes 3 – 10 (female) (UK)			

NR	DESCRIPTION	SPECIFICATIONS	COMPLY
1.3	<b>GOLF T-SHIRTS – TWO TONE (ORANGE / BLUE): 65% POLY – 35% COTTON (65/35) ROAD WORKERS</b>		<b>YES/NO</b>
1.3.1	<b>Golf T-Shirts</b>	Orange with half navy blue	
		65% poly, 35% cotton (65/35)	
		Conforms to SANS 434/511 manufacturing protocols	
		Ribbed collar with 2 buttons	
		Ribbed cuff	
		Reflective strips (silver onto lime) over shoulder	
		Reflective strips (silver onto lime) around stomach and back	
		Corporate logo printed on left breast position (black ink on orange garment, same as overall)	
		Male/female suitable	
1.4	<b>GLOVES</b>		<b>YES/NO</b>
1.4.1	<b>GLOVES LEATHER (all sizes)</b>	Grey pig skin grain leather gloves with reinforced leather palm and thumb and index finger	
1.4.2	<b>CHEMICAL GLOVES RUBBER/LATEX</b>	For workshop environment when exposed to battery acid	
		20cm elbow length	
		Rough surface for better grip	
		Long lasting type	
1.4.3	<b>GLOVES PVC FOR WET ENVIRONMENT</b>	For civil construction and maintenance environment when working in wet conditions	
		Heavy weight construction with rough surface finish	
		Knitted wrist construction	
		20cm elbow length	
1.5	<b>RAINWEAR JACKET AND PANTS TWO TONE</b>		<b>YES/NO</b>
1.5.1	<b>JACKET</b>	Conform to SANS	
		Two tone lime/blue	
		EN 471 class three lined waterproof	
		Fishnet inner lining	
		Dual reflective strips (silver) around waist, over shoulder and sleeves	
		Inset hood	
		Welder seams for permanent resistance to rain/water	
		Zip-up and Velcro fasteners	
		Corporate logo printed on left breast position (same as overall)	
1.5.2	<b>PANTS</b>	Conform to SANS	
		Two tone lime/blue	
		EN 471 class three lined waterproof	
		Fishnet inner lining	
		Dual reflective strips (silver) around waist, around sleeves below	
		Welded seams for permanent resistance to rain/water	
		Elasticised waist	
		Vented studs inserts	

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## **PRICING SCHEDULE 1: ROADS & STORMWATER DEPARTMENT**

### **PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- Full / Detailed specifications of items quoted on required, i.e. Brochures or catalogues.
- Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.
- The Municipality will issue an order as and when required.
- More than one supplier may be appointed in order to minimize disruptions in service delivery as an alternative bidder should the primary bidder fail to do the service

	INDICATE WITH AN „X“							
<b>Are you/is the firm a registered VAT Vendor</b>	<b>YES</b>				<b>NO</b>			
<b>If “YES”, please provide VAT number</b>								

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**Delivery period after official order:** \_\_\_\_\_ (days/weeks/months)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR ROADS DEPARTMENT FOR A PERIOD OF 3 YEARS**

NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
1.1	TWO-PIECE OVERALLS									
1.1.1	JACKET - MALES	Two tone: Orange/Royal Blue – 240grams  *Front Branding: 50mm CAM (Cape Agulhas Municipality) emblem embodied on the left breast pocket of the jacket)  *Back Branding: CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.  Male manufactured and fit – SANS 434 specifications	28 - 36				10			
			38				8			
			40				8			
			42				4			
			44				4			
			46				4			
			48				4			
			50				2			
			52				2			
			54				2			
			56				2			
1.1.2	PANTS -MALES	Two tone: Orange/Royal Blue – 240grams  Male manufactured and fit – SANS 434 specifications	28 - 36				10			
			38				8			
			40				8			
			42				4			
			44				4			
			46				4			
			48				4			
			50				2			
			52				2			
			54				2			
			56				2			

**SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR ROADS DEPARTMENT FOR A PERIOD OF 3 YEARS**

NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
1.1	TWO-PIECE OVERALLS									
1.1.3	JACKET - FEMALES	Two tone: Orange/Royal Blue – 240grams  *Front Branding: 50mm CAM (Cape Agulhas Municipality) emblem embodied on the left breast pocket of the jacket)  *Back Branding: CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.  Male manufactured and fit – SANS 434 specifications	28 - 36				4			
			38				4			
			40				8			
			42				8			
			44				8			
			46				4			
			48				4			
			50				8			
			52				2			
			54				2			
			56				8			
1.1.4	PANTS - FEMALES	Two tone: Orange/Royal Blue – 240grams  Male manufactured and fit – SANS 434 specifications	28 - 36				10			
			38				8			
			40				8			
			42				4			
			44				4			
			46				4			
			48				4			
			50				2			
			52				2			
			54				2			
			56				2			




SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <b>ROADS DEPARTMENT</b> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION	SPECIFICATIONS	unit/ measur e (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
1.2	FOOTWEAR SAFETY SHOES/BOOTS – MALES									
1.2.1	Safety Boots - <b>MALE</b>		3				2			
			4				2			
			5				3			
			6				1			
			7				9			
			8				10			
			9				7			
			10				4			
			11				1			
			12				1			
			14-15				1			
	FOOTWEAR SAFETY SHOES/BOOTS – FEMALES									
1.2.2	Safety Boots – <b>FEMALE</b>		3				5			
			4				5			
			5-10				12			
1.3	GOLF T-SHIRTS – TWO TONE (ORANGE / BLUE): 65% POLY – 35% COTTON (65/35) ROAD WORKERS									
1.3.1	Golf T-Shirts	Corporate logo printed on left breast position (black ink on orange garment, same as overall) Front Branding: CAM logo printed on the front left chest of Garment width must not be less than 9 centimetres and the height not less than 5 centimetres. All printing to be in navy blue embroidery Back Branding: CAM to be printed on back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in navy blue embroidery Male/female suitable	XS - L				50			
		XL				12				
		XXL				4				
		3XL -5XL				12				







SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <u>ROADS DEPARTMENT</u> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
1.4	GLOVES									
1.4.1	GLOVES LEATHER (all sizes)						300			
1.4.2	CHEMICAL GLOVES RUBBER/LATEX						300			
1.4.3	GLOVES PVC FOR WET ENVIRONMENT						300			
1.5	RAINWEAR JACKET AND PANTS TWO TONE									
1.5.1	RAINWEAR JACKET	Back Branding: CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.	S				4			
			M				9			
			L				7			
			XL				5			
			2XL				5			
			3XL				2			
			4XL				2			
1.5.2	RAINWEAR PANTS		S				4			
			M				9			
			L				7			
			XL				5			
			2XL				5			
			3XL				2			
			4XL				2			
SUB TOTAL							R	R	R	
15% VAT							R	R	R	
TOTAL							R	R	R	
1. TOTAL OVER 3 YEARS TO BE CARRIED OVER TO PRICING SUMMARY							R			

## 2. SPECIFICATIONS: WATER, WASTEWATER TREATMENT & SANITATION DEPARTMENT

Please indicate with an "X" whether the offer complies with the requirements

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
2.1	<b>OVERALLS – Mr. Engineer Denim overall Two piece or similar approved</b>  	Triple stitched on all seams	
		Vislon zip for jacket and pants (studs on pockets must be plastic or velcro)	
		button on pants	
		100% cotton denim overall	
		Denim (Blue)	
		Reflective strip on upper arm, trunk area and below knee	
		Jacket: 3 pockets (should not be seam)	
		Underarm diameter, minimum of 27cm	
		Pants (Trousers): Ruler/Pocket plus three pockets	
		Jacket and Trousers as separate orders	
	*50mm CAM (Cape Agulhas Municipality) emblem embodied on the left-hand side of the jacket (to be done after the award has been made and on placement of an order)		
2.2	<b>CHEMICAL (ACID) RESISTANT OVERALLS / CONTI SUIT</b>  	Triple stitched – to comply with SANS 10101	
		SABS / ISO / EN approved (either of the approved safety standard / applicable standards to apply)	
		Bottle Green Colour	
		Conforms with ISO 6530 (Repellent to liquid chemicals)	
		Concealed YKK metal zip on Jacket and pants	
		Jacket: Two (2) pockets plus pen divider flap mitred top pocket with press stud close	
		Pants (Trousers): Ruler pocket plus Three (3) pockets	
		Poly Viscose Acid Conti Suit, or Javlin Premium Polycotton Acid Resistant Conti Suit, or similar approved.	
		Jacket and Trousers as separate orders	
2.3	<b>NON-WOVEN DISPOSABLE COVERALL</b>  	Disposable	
		Full body	
		Hooded	
		50gsm non-woven spunbonded polypropylene	
		Elastic wrists, legs and waist	
		Nylon Front Zipper	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
2.4	<b>GUMBOOTS – General (knee length)</b> 	Black knee length	
		PVC upper for optimum flexibility and abrasion resistance	
		PVC sole for maximum durability	
		Steel toe cap for added protection	
		Cleated sole design with SRA-level slip resistance and maximum soil release	
		Nylon liner	
		Optimal toe-spring	
		Elastic gusset for easy entry and exit	
2.5	<b>BOOTS FOR MEN (Lace-Up) – Bova Munich 2.0 or similar approved.</b> 	Slip Resistant	
		Abrasion Resistant	
		Water Resistant	
		Heat Resistant	
		Oil, Acid, Petrol and Solvent Resistant	
		Antistatic properties	
		SANS / ISO / EN approved (either of the approved safety standard)	
		Extra wide fitting steel toe cap resist to 200j	
		Full grain leather upper	
		Penetration resistant sole/insert	
		Dual Density PU Sole	
2.6	<b>BOOTS FOR WOMEN (Lace-Up) – Sisi Cate or similar approved.</b> 	<b>Bova Munich 2.0 or similar approved</b>	
		Slip resistant	
		Resistant to oil, petrol and solvents	
		Shock absorbent	
		Heat resistant	
		Antistatic properties	
		SANS / ISO / EN approved (either of the approved safety standard)	
		Extra wide steel toe cap resistant to 200 j	
2.7	<b>Nitrile Gloves (all sizes)</b> 	High quality genuine leather uppers	
		<b>Sisi Cate or similar approved.</b>	
		International standards (EN455 or EN374 or ASTM D6319) or South African Standards (SANS 11193-1: 2010)	
		Gloves	
		Examination	
		Nitrile	
		Powder-free	
		Non-sterile	
		Single use gloves	
		Should have short cuffs	
		Ambidextrous	
		Packaging: Pack of 100	

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

Signed .....

Date .....

Name .....

Position.....

Tenderer .....

## **PRICING SCHEDULE 2: WATER & WASTEWATER TREATMENT DEPARTMENT**

### **PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- Full / Detailed specifications of items quoted on required, i.e. Brochures or catalogues.
- Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.
- The Municipality will issue an order as and when required.
- More than one supplier may be appointed per section in order to minimize disruptions in service delivery as an alternative bidder should the primary bidder fail to do the service.

	INDICATE WITH AN „X“									
Are you/is the firm a registered VAT Vendor	YES						NO			
If “YES”, please provide VAT number										

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder

**Delivery period after official order:** \_\_\_\_\_ (days/weeks/months)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR WATER & WASTE WATER TREATMENT FOR A PERIOD OF 3 YEARS**



NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
2.1	<b>OVERALLS – Mr. Engineer Denim overall Two piece or similar approved</b>	<b>Front</b> *50mm CAM (Cape Agulhas Municipality) emblem embodied on the left-hand side of the jacket (to be done after the award has been made and on placement of an order)	<b>32-44</b>				<b>104</b>			
		<b>*Back Branding:</b> CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.	<b>46</b>				<b>4</b>			
			<b>48</b>				<b>2</b>			
			<b>50</b>				<b>8</b>			
2.2	<b>CHEMICAL (ACID) RESISTANT OVERALLS / CONTI SUIT</b>	<b>Front</b> *50mm CAM (Cape Agulhas Municipality) emblem embodied on the left-hand side of the jacket (to be done after the award has been made and on placement of an order)	<b>32-44</b>				<b>14</b>			
		<b>*Back Branding:</b> CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.	<b>46</b>				<b>2</b>			
			<b>48</b>				<b>2</b>			
			<b>50</b>				<b>2</b>			





**SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR WATER & WASTE WATER TREATMENT FOR A PERIOD OF 3 YEARS**

NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
2.3	NON-WOVEN DISPOSABLE COVERALL		32-44				2			
			46				2			
			48				2			
			50				2			
2.4	GUMBOOTS – General (knee length)		11				58			
			12				1			
			13				1			
			14-15				2			
2.5	Safety Boots - FOR MEN (Lace- Up) – <i>Bova Munich 2.0</i> or similar approved.		11				58			
			12				1			
			13				1			
			14-15							
2.6	Safety Boots - FOR WOMEN (Lace-Up) – <i>Sisi Cate</i> or similar approved.		11				7			
			12				1			
			13				1			
			14-15				1			
2.7	Nitrile Gloves (all sizes)						100			
SUB TOTAL								R	R	R
15% VAT								R	R	R
TOTAL								R	R	R
2. TOTAL OVER 3 YEARS TO BE CARRIED OVER TO PRICING SUMMARY								R		

### 3. SPECIFICATIONS: SOLID WASTE DEPARTMENT

Please indicate with an "X" whether the offer complies with the requirements

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
3.1	<b>TWO TONE REFLECTIVE WORK JACKET</b> 	Fluorescent fabric for increased day time visibility and Chest pocket with press stud closure and pen pocket. 50mm VizLite 201 silver reflective tape. Sizes: S - 4 XL Colours: Yellow/Navy Large front pockets. Concealed YKK zip; Bar tacks on stress points. Sold: Individually or 26 - 30 per bag (Size dependent)	
3.2	<b>TWO TONE REFLECTIVE WORK TROUSERS</b> 	Fluorescent fabric for increased day time visibility and elasticated back waistband. Triple needle stitching on inner leg and back rise. Two deep slant pockets with self-fabric pocket bag. Concealed YKK zip and bar tacks on stress points. 50mm VizLite 201 silver reflective tape. Sizes: S-4XL. Colours: Yellow/Navy	
3.3		<b>MAXIMUS or similar approved</b> Full leather upper and bellows tongue. More comfortable with heel grip counter lining and padded collar. Increased width by 3mm for improved sturdiness. New cleat design and reflective insert for improved low light visibility. Sizes: 3-13	
3.4	<b>Safety shoes</b> 	<b>HIKER or similar approved</b> An ultra comfortable safety boot in supple leather. Perfect for work and recreation. Double density PU sole. Heat resistant up to 95 degrees celcius. Antistatic. Extra wide fitting steel toe cap for comfort. Sizes: 5-13 Colour: Black	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
3.5	<b>Gloves (all sizes)</b> 	High durability, dexterity, super grip and high sensitivity on the finger areas. 100% PU coating on the palm, seamless nylon liner. Applications: General Maintenance, Fine assembly work and small component handling. Sizes: 8-11 Sold: Per pair or 120 per case	
3.6	<b>Gloves - DELI GLOVE</b> 	Used in the handling of food to prevent contamination of food. Sold: 100 per pack	
3.7	<b>Masks</b> 	<b>QSA 2020</b> QSA FFP2 valveless cup shape disposable dust masks provide low breathing resistance for increased wearer comfort, with heavy duty tab mounted headstrap and adjustable nose clip for a customized fit. Composition is polyester with no loose fibre's Sold: 20 per box or 400 per case	
3.8	<b>RUBBERISED RAIN SUIT</b> 	2 Piece Rubberised Rain Suit and of PVC and Nylon. It has a concealed hood in the collar, double elasticated cuff, drawstring waist, reinforced crotch and adjustable pants bottoms. Sizes: S-4XL Sold: Individually	

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

Signed .....

Date .....

Name .....

Position.....

Tenderer .....

### **PRICING SCHEDULE 3: SOLID WASTE DEPARTMENT**

#### **PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- Full / Detailed specifications of items quoted on required, i.e. Brochures or catalogues.
- Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.
- The Municipality will issue an order as and when required.
- More than one supplier may be appointed per section in order to minimize disruptions in service delivery as an alternative bidder should the primary bidder fail to do the service

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If “YES”, please provide VAT number								

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**Delivery period after official order:** \_\_\_\_\_ (days/weeks/months)

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR SOLID WASTE REMOVAL FOR A PERIOD OF 3 YEARS**

NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
3.1	<b>TWO TONE REFLECTIVE WORK JACKET</b>	Sold: Individually or 26 - 30 per bag (Size dependent) *50mm CAM (Cape Agulhas Municipality) emblem embodied on the left-hand side of the jacket (to be done after the award has been made and on placement of an order) *Back Branding: CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.	32-44				60			
			46				4			
			48				2			
			50				2			
3.2	<b>TWO TONE REFLECTIVE WORK TROUSERS</b>		32-44				60			
			46				4			
			48				2			
			50				2			
3.3	<b>Safety Boots - <u>MAXIMUS or similar approved</u></b>		3				1			
			4				2			
			11				32			
			12				1			
			13				1			
			14-15				2			

SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <u>SOLID WASTE REMOVAL</u> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION	SPECIFICATIONS	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
3.4	Safety Boots – <u>HIKER or similar approved</u>		3				1			
			4				2			
			11				32			
			12				1			
			13				1			
			14-15				2			
3.5	Gloves (all sizes)						500			
3.6	Gloves - DELI GLOVE						500			
3.7	MASK						400			
3.8	RUBBERISED RAIN SUIT	Back Branding: CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.	S				1			
			M				13			
			L				8			
			XL				1			
			2XL				3			
			3XL				3			
			4XL				2			
SUB TOTAL								R	R	R
15% VAT								R	R	R
TOTAL								R	R	R
3. TOTAL OVER 3 YEARS TO BE CARRIED OVER TO PRICING SUMMARY								R		

#### **4. SPECIFICATIONS: PARKS & RECREATION DEPARTMENT**

##### **TERMS OF REFERENCE/ SCOPE OF WORKS**

Prospective Service Providers are hereby invited to submit tenders for the supply and delivery of Protective Clothing, Uniforms, Safety Gear and Accessories for the Cape Agulhas Municipality Parks and Recreation Department

##### **i. General Specification for the Protective Clothing**

SANS CODES.

All items must be SANS and ISO standard approved where applicable.

##### **ii. Technical Specifications.**

It is compulsory that service provider submit technical specification sheets of the following with the tender document.

##### **iii. Samples:**




Samples of the following to be requested from the recommended service provider

2. Branded 2-Piece Overalls
3. Safety Boots
4. Utility Jackets
5. Rain Suits

On completion of the evaluation process samples will be returned. It is however the bidder's responsibility to arrange for the collection of the samples.



#### 4.1 Expanded Public Works Programme (EPWP) Uniforms


Please indicate with an "X" whether the offer complies with the requirements


ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.1.1	<p><b>EPWP Branded overalls</b></p>  <p>2 sets issued per EPWP beneficiary for a twelve month period.</p> <p>300 Sets required over a period of three years.</p>  	<p>The two-piece overalls must be fashioned in the following manner:  <b>SABS STANDARD</b>  Overalls (two piece) must conform with SANS 434  <b>FABRIC COMPOSITION</b>  80/20 poly cotton  250gm<sup>2</sup>-300gm<sup>2</sup>  <b>COLOUR OF OVERALL (TWO PIECE)</b>  Orange with 50mm yellow and silver reflective tape reflective tape on arms and legs  <b>PANTS</b>  Flat front, reinforce crotch, metal buttons, half elastic back, patched pockets  Triple stitched crouch, inner legs, outer legs .  Two side slant pockets (front) and one back patch pocket  <b>JACKET</b>  Front yoke, concealed front with brass zip, three pockets in front of jacket  Front patched pockets – two on either side (belly) and one on top left side.  With a press stud (metal/steel studs)  Embroidery on back left /and right chest pocket.  Triple stitched around arms, sides and around padding  ZIP  Metal zip (YKK or Equivalent)  <b>STITCHING</b>  Double stitching  <b>Branding:</b>  Items should resemble solid orange as far as possible. The EPWP logo are always solid black on orange apparel.  <b>On front view display</b>, the CAM logo will be positioned on the left chest and the EPWP logo always on the right chest.  <b>Back</b> : EPWP must be printed in black and at least be 8cm x 9cm  <b>Front</b>: On left :CAM Logo 2.5cm x 8 Cm printed in Black  On right side :EPWP logo in black 2.5cm x 8 cm in black</p>	




ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.1.2	<b>Hand Gloves</b>	<ul style="list-style-type: none"> <li>Pigskin full grain leather</li> <li>Gunn cut</li> <li>Keystone thumb</li> <li>Continuous side open cuff with polyester binding</li> <li>Reinforced with syntax thread &amp; cotton bound cuff trim for additional strength</li> </ul>	
4.1.3	<b>Safety Boots</b>  1x pair of safety boots will be received per year by each EPWP beneficiary	The following are the specifications for the safety boots:  Upper: Genuine split leather, 4 pair D-ring lace-up, Padded bellows tongue and collar for comfort Lining: Special needled-fibred vamp lining for excellent perspiration absorbency In Sock: Anti-static, non-woven in-sock for flexibility, comfort and stability. Top Sock: Anti-bacterial Energiser Woolen top sock with anti-microbial properties. Midsole: Shank reinforcement for arch support Toe Cap: Steel Sole: Single Density PU Sole (Heat-resistant to 95°C)	
4.1.4	<b>Socks</b>  Each employee will receive 2x pairs of socks a year	Non-abrasive, industrial work socks designed to safely prevent and eliminate blisters and hot spots when wearing heavy shoes such as steel toe boots. Must be constructed with mohair, the socks must feature the following properties:  Colour: Black Style: Calf length socks. Fabric composition: 15% Mohair, 29% Polyamide, 16% Elastane, 25% Cotton, 15% Acrylic. Reinforced heel and toe for durability. Rib cuff/top ensures the sock stays up and provided a secure fit preventing ingress of dirt. Size marked on sock for easy identification. A natural insulator, keeping feet thermally balanced (cool in hot temperatures and warm in cold conditions).  Have a smooth cuticle structure of mohair fibre used in the foot region results in a smooth surface reducing chafing and blisters. Odour free	
4.1.5	<b>Rain Suits</b>  Each employee will receive once every two years	Hydro Premium Heavy Duty PVC Rain Suit Colour: Yellow	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.2	<b>Parks, Cemeteries and Maintenance Personnel Safety Clothing</b>		
4.2.1	<b>Branded 2-Piece Conti Suits</b>  49 Staff Members:  Two Two-Piece Suits issued per staff member, once a year	<p>The Two-Piece Conti-suit should contain the following:</p> <p>Colour: Royal Blue Fabric: 65% Polyester, 35% Cotton Twill</p> <p>(a) Reflective Jacket Features are the following:</p> <ul style="list-style-type: none"> <li>• Weight: 230gm<sup>2</sup></li> <li>• 50mm yellow and silver reflective tape around the elbow are for increased visibility.</li> <li>• Chest Pocket with Hook and Loop closure</li> <li>• Chest pocket with Pen Division</li> <li>• Concealed inner chest pocket</li> <li>• Large Front Pocket</li> <li>• Concealed Zip</li> <li>• Side slits for ease of movement</li> <li>• Bar Tacks on stress points for extra strength</li> </ul> <p><b>Branding:</b>  <b>Front Branding:</b> CAM logo and PARKS &amp; RECREATION printed on the front left chest of Jacket. The width must not be less than 9 centimetres and the height not less than 5 centimetres. Printing to be in white embroidery</p> <p><b>Back Branding:</b> CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery.</p> <p>(b) The reflective work trousers should have the following features:</p> <ul style="list-style-type: none"> <li>• Weight: 230gm<sup>2</sup></li> <li>• 50mm yellow and silver reflective tape around the knees area for increased visibility.</li> <li>• Metal shank button closure</li> <li>• Concealed YKK zip</li> <li>• Half-elasticated waistband for ease of movement and improved comfort</li> <li>• Longer length front rise for more room to move</li> <li>• Two deep front pockets</li> <li>• Two large back pockets</li> <li>• Concealed inner pocket</li> <li>• Triple-needle lapped seams on in leg and back rise for reinforced strength and comfort</li> <li>• Reinforced bar tacks on stress points</li> </ul>	



ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.2.2	<p><b>Golf T-Shirts</b></p>  <p>49 Staff Members:</p> <p>Two Golf Shirts issued per staff member, once a year</p>	<p>Dry Tech Golfers are required with the following Specifications:</p> <ul style="list-style-type: none"> <li>• Colour:</li> <li>• 2 Tone colours (lime/navy blue)</li> <li>• 100% Polyester, 140gsm fabric</li> <li>• Quick dry, short sleeve collared golf shirts with button closure</li> <li>• Double needle stitched cover seams</li> <li>• Rib knit collar</li> <li>• Side slits</li> <li>• Unisex style</li> <li>• Comfortable &amp; breathable</li> </ul> <p><b>Branding:</b>  <b>Front Branding:</b> CAM logo and PARKS &amp; RECREATION printed on the front left chest of Garment width must not be less than 9 centimetres and the height not less than 5 centimetres. All printing to be in navy blue embroidery</p> <p><b>Back Branding:</b> KAM to be printed on back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in navy blue embroidery</p>	
4.2.3	<b>Hand Gloves</b>	<p>Pigskin full grain leather</p> <p>Gunn cut</p> <p>Keystone thumb</p> <p>Continuous side open cuff with polyester binding</p> <p>Reinforced with syntax thread &amp; cotton bound cuff trim for additional strength</p>	
4.2.4	<p><b>PVC Aprons</b></p> <p>Issued once every six months to 14 x staff members who have been trained to use Chainsaw, brush cutters an Chippers.</p>	<p>600 gram PVC Apron, superior splash protection and resistance to chemicals fats, grease, oils, punctures, and abrasions.</p>	
4.2.5	<p><b>Shin Guards</b></p> <p>Issued once every six months to 14 x staff members who have been trained to use Chainsaw, brush cutters an Chippers.</p> 	<p>The shin guards must offer the perfect blend of comfort, protection, and functionality, as an essential accessory for anyone working with brush cutters, chainsaws, and trimmers and should have the following specifications:</p> <p>Material: High impact plastic outer guard, padded lining</p> <p>Color: Black</p> <p>Size: One Size fits all</p> <p>Adjustable Quick Release Straps</p> <p>Padded Lining</p> <p>High Impact Plastic Outer Guard</p>	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.2.6	<b>Safety Googles</b>  Treated as a consumable that is bought separately from the specialised PPE bid.	The safety glasses must meet the following requirements: <ul style="list-style-type: none"> <li>• Ballistic protection class: F (45 m/s).</li> <li>• Side protection for shielded eyes.</li> <li>• This keeps branches, flying splinters and other small parts away from your eyes, meaning you can work safely in almost any position.</li> <li>• Holes in the side protection to reduce fogging of the lenses.</li> <li>• Safety glasses should be suitable for people who wear glasses.</li> <li>• Scratch-resistant and therefore durable.</li> <li>• Safety requirement: EN 16</li> <li>• 100% UV protection</li> </ul>	
4.2.7	<b>Face/Ear with Protection Nylon Mesh</b>    14 units issued once over a three-year period	A lightweight entry-level model with a large nylon visor. Elastic visor weatherseal on the helmet peak to protect against dirt. Ear defenders in a slim design with good noise protection. Ventilation openings in the top area of the crest. A brim as an anti-dazzle peak. Pin lock cap for straightforward headband adjustment. Conform to EN 352, EN 397, and EN 1731.	
4.2.8	<b>Safety Boots</b> 49 Staff Members:  1x pair of safety boots will be received per year by each employee	The safety boots must meet the following requirement: <ul style="list-style-type: none"> <li>• Conforms to EN ISO 20345:2011,</li> <li>• NRCS/9002/217251/0321 approved as per SANS 20345:2014</li> <li>• Water resistant genuine Buffalo leather upper, Oil &amp; slip resistant outsole, SRC (Slip resistance on ceramic tile floor with NaLS &amp; on steel floor with glycerine^c)</li> <li>• Heat insulation properties of the outsole withstands up to 95°C</li> <li>• Energy absorbing heel</li> <li>• Bellows tongue &amp; padded collar for added comfort</li> <li>• Removable and breathable PU and Memory Foam in sock designed for superior comfort, ideal when standing for long hours</li> <li>• Steel toe cap is impact resistant up to 200 ± 4J</li> <li>• Wider toe cap provides extra room &amp; comfort</li> <li>• Cleated outsole for additional traction</li> <li>• Metal D-ring fittings with antirust technology.</li> <li>• Dual colour nylon shoelaces for lasting durability</li> <li>• Reflective tab on rear of boot for added visibility.</li> <li>• Scuff toe over-cap for extra reinforcement</li> </ul> A BASF (Badische Anilin and Soda Fabrik) PU (Polyurethane) brand manufactured outsole and an insole with antistatic technology which reduces the chance of electrostatic discharge.	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.2.9	<b>Socks</b>  49 Staff Members: Each employee will receive 2x pairs of socks a year	Non-abrasive, industrial work socks designed to safely prevent and eliminate blisters and hot spots when wearing heavy shoes such as steel toe boots. Must be constructed with mohair, the socks must feature the following properties:  Colour: Black Style: Calf length socks. Fabric composition: 15% Mohair, 29% Polyamide, 16% Elastane, 25% Cotton, 15% Acrylic. Reinforced heel and toe for durability. Rib cuff/top ensures the sock stays up and provided a secure fit preventing ingress of dirt. Size marked on sock for easy identification. A natural insulator, keeping feet thermally balanced (cool in hot temperatures and warm in cold conditions). Have a smooth cuticle structure of mohair fibre used in the foot region results in a smooth surface reducing chafing and blisters. Odour free.	
4.2.10	<b>Rain Suits</b>    49x Staff Members:  Each employee will be issued with a rainsuit once every two years	Two-tone Hi-viz Polyester/PVC Rainsuit should have the following as specifications: <ul style="list-style-type: none"> <li>• Color: Two Tone: Navy Blue/Lime</li> <li>• Material: 70D / 170T 100% polyester, 0,18mm PVC (rubberised)</li> <li>• Hood with drawcord and stoppers</li> <li>• Ventilated back with inner mesh cape concealed zip features double storm flap with press stud closure</li> <li>• Eyelets under arms</li> <li>• Open-end sleeves with inner elasticated cuffs</li> <li>• Two front solid pockets with flap drawcord with stoppers at hem</li> <li>• Double-needle top stitching detail • Pants: two-tone with silver 50mm reflective tape detail fully elasticated waistband</li> <li>• Leg opening features adjustable press studs</li> <li>• Double-needle top stitching detail rainproof day/night visibility includes matching carry pouch</li> </ul>	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.3	<b>CLEANING AND FACILITIES MANAGEMENT STAFF</b>		
4.3.1	<b>Service Tunic Tops</b>   <p>11 x Staff Members (2 Tops issued per annum per official)</p>	<p>The service tunic should have the following features:</p> <ul style="list-style-type: none"> <li>• Colour: Navy Blue with White Tubing</li> <li>• Mandarin collar</li> <li>• Short sleeves</li> <li>• Assymetrical tunic</li> <li>• Buttons and side slits</li> <li>• Front and back waist darts</li> <li>• 175g 100% Polyester</li> </ul> <p><b>Branding:</b>  Sleeve Branding: CAM logo and PARKS &amp; RECREATION printed on the left sleeve of Garment width must not be less than 9 centimetres and the height not less than 5 centimetres. All printing to be in white embroidery</p>	
4.3.2	<b>Scrub Pants</b>  <p>11 x Staff member (2 pairs of pants issued per annum per staff member)</p>	<p>The scrub pants should meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Colour: Navy Blue</li> <li>• Side inseam welt pockets with bartacks</li> <li>• Back inner pocket with bartacks and twin needle stitching</li> <li>• Elasticated waistband with draw cord for adjustable and comfortable fit</li> <li>• Easy care fabric that can withstand over 50 industrial wash cycles</li> <li>• 150g 65/35 Poly Cotton Poplin Fabric with resin based precure finish</li> </ul>	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.3.3	<b>Safety Shoes</b>  11x Staff member (1 issue per annum)	Safety Sneakers with the following specifications: <ul style="list-style-type: none"> <li>• S1PL classification (S1 – energy absorption of seat region, antistatic and perforation midsole).</li> <li>• A lightweight yet impressive impact resistant fiberglass toecap rated up to 200 ± 4 Joules along with a lightweight Kevlar perforation midsole providing protection from penetrating objects and heat.</li> <li>• An oil and slip resistant rated outsole, SR (Slip resistance on a ceramic tile floor with glycerine).</li> <li>• A durable lightweight EVA rubber outsole with ESD technology and an insole with antistatic properties reduces the chance of electrostatic discharge.</li> <li>• Heat insulation properties on the outsole up to 120° C ideal for use when working in the hot sun or in jobs where drastic temperature changes are frequent.</li> <li>• The outsole has an energy absorption heel for comfort.</li> <li>• A removable foam in sock with antistatic thread, designed for comfort and</li> <li>• easy cleaning</li> <li>• Bellows tongue prevents liquids and particulates from penetrating through the shoes</li> <li>• An oxford mesh upper for breathability and durability with PU (Polyurethane) leather and TPR (Thermoplastic rubber) accents.</li> <li>• A synthetic inner lining, suitable for those who are allergic to chrome</li> <li>• The upper features a reinforced nuback heel and TPU toe bumper for added protection and ease of removal.</li> <li>• The cleated outsoles grip well for easy walk on terrain.</li> </ul>	
4.3.4	<b>Socks</b>  Each employee will receive 2x pairs of socks a year  11x staff members	Non-abrasive, industrial work socks designed to safely prevent and eliminate blisters and hot spots when wearing heavy shoes such as steel toe boots. Must be constructed with mohair, the socks must feature the following properties:  Style: Calf length socks. Fabric composition: 15% Mohair, 29% Polyamide, 16% Elastane, 25% Cotton, 15% Acrylic. Reinforced heel and toe for durability. Rib cuff/top ensures the sock stays up and provided a secure fit preventing ingress of dirt. Size marked on sock for easy identification. A natural insulator, keeping feet thermally balanced (cool in hot temperatures and warm in cold conditions). Have a smooth cuticle structure of mohair fibre used in the foot region results in a smooth surface reducing chafing and blisters. Odour free. These socks should be available in black	

ITEM	DESCRIPTION	SPECIFICATIONS	COMPLY (YES/NO)
4.3.5	<b>Branded Windbreaker Ladies</b>  <p>11x staff members: Each employee will receive a windbreaker jacket once every three year</p>	<p>The Windbreaker jackets will have the following specifications:            Colour: Navy Blue            Shaped side panels for feminine fit            Bar-tacked side pockets            Double top-stitching on side panels            Quilted            Medium weight            Padded            Zip-off hood and hem with drawcord and toggle            80g 100% Coated Polyester fabric            Water and wind resistant            Embroidery access</p> <p>Branding:            On front view display, the CAM logo will be positioned on the left chest Front:            ✓ On left :CAM Logo 2.5cm x 8 Cm printed in white embroidery</p>	
4.3.6	<b>Gloves</b>  <p>Consumable item that must be issued frequently. Treated as a consumable that is bought separately from the specialised PPE bid.</p>	<p>Yellow rubber latex glove for household application. Reusable.            Applied inside treatment to minimise the risk of allergies.</p>	

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## **PRICING SCHEDULE 4: PARKS & RECREATION DEPARTMENT**

### **PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- Full / Detailed specifications of items quoted on required, i.e. Brochures or catalogues.
- Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.
- The Municipality will issue an order as and when required.
- More than one supplier may be appointed per section in order to minimize disruptions in service delivery as an alternative bidder should the primary bidder fail to do the service

	INDICATE WITH AN „X“							
Are you/is the firm a registered VAT Vendor	YES				NO			
If “YES”, please provide VAT number								

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**Delivery period after official order:** \_\_\_\_\_ (days/weeks/months)

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <b>PARKS &amp; RECREATION</b> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION		unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
4.1	Expanded Public Works Programme (EPWP) Uniforms									
4.1.1	EPWP Branded overalls	The two-piece overalls must be fashioned in the following manner: <b>Branding:</b> Items should resemble solid orange as far as possible. The EPWP logo are always solid black on orange apparel. <b>On front view</b> display, the CAM logo will be positioned on the left chest and the EPWP logo always on the right chest. <b>Back :</b> EPWP must be printed in black and at least be 7cm x 15cm <b>Front: On left :CAM Logo 2.5cm x 8 Cm printed in Black</b> <b>On right side :EPWP logo in black 2.5cm x 8 cm in black</b>	32-44				20			
			46				10			
			48				10			
			50				10			
4.1.2	Hand Gloves						500			
4.1.3	Safety Boots		5-11				70			
			12				1			
			13				1			
			14-15				2			
4.1.4	Socks						100			
4.1.5	Rain Suits		S				4			
			M				8			
			L				10			
			XL				6			
			XXL				2			
			XXXL				3			
Sub Total 4.1 carried over to summary parks & recreation							R	R	R	

SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <b>PARKS &amp; RECREATION</b> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION		unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
				PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
4.2	<b>Parks, Cemeteries and Maintenance Personnel Safety Clothing</b>									
4.2.1	Branded 2- Piece Conti Suits	The Two-Piece Conti-suit should contain the following:  <b>(a) Reflective Jacket</b> <b>Front Branding:</b> CAM logo and PARKS & RECREATION printed on the front left chest of Jacket. The width must not be less than 9 centimetres and the height not less than 5 centimetres. • Printing to be in white embroidery <b>Back Branding:</b> CAM to be printed on the back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in white embroidery	32-44				72			
			46				10			
			48				2			
			50				2			
		<b>(b) The reflective work trousers</b>								
4.2.2	Golf T-Shirts	<b>Front Branding:</b> CAM logo and PARKS & RECREATION printed on the front left chest of Garment width must not be less than 9 centimetres and the height not less than 5 centimetres. All printing to be in navy blue embroidery <b>Back Branding:</b> CAM to be printed on back. Size of branding must not be less than 5 centimetres wide, and the height must not be less than 7 centimetres. All printing to be in navy blue embroidery	S - L				70			
			XL				16			
			XXL				4			
			XXXL				12			

SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <b>PARKS &amp; RECREATION</b> FOR A PERIOD OF 3 YEARS									
NR	DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
			PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
4.2.4	Hand Gloves					200			
4.2.5	PVC Aprons					14			
4.2.6	Shin Guards					14			
4.2.7	Safety glasses					14			
4.2.8	Face/Ear Protection Nylon with Mesh					14			
4.2.9	Safety Boots	5-11				40			
		12				1			
		13				1			
		14-15				2			
4.2.10	Socks					94			
4.2.11	Rain Suits Two-tone Hi-viz Polyester/PVC Rainsuit	S				4			
		M				8			
		L				10			
		XL				6			
		XXL				1			
		XXXL				3			
Sub Total 4.2 carried over to summary parks & recreation							R	R	R

SUPPLY & DELIVERY OF SAFETY AND PROTECTIVE CLOTHING FOR <u>PARKS &amp; RECREATION</u> FOR A PERIOD OF 3 YEARS										
NR	DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR			
			PRICE/ UNIT 2025/26	PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28		TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	
4.3	Cleaning and Facilities Management Staff									
4.3.1	Service Tunic Tops	<b>Branding:</b> Sleeve Branding: CAM logo and PARKS & RECREATION printed on the left sleeve of Garment width must not be less than 9 centimetres and the height not less than 5 centimetres. All printing to be in white embroidery					22			
4.3.2	Scrub Pants						22			
4.3.3	Safety Shoes						11			
4.3.4	Socks						22			
4.3.5	Branded Windbreaker (Ladies)	<b>Branding:</b> On front view display, the CAM logo will be positioned on the left chest Front: ✓ On left :CAM Logo 2.5cm x 8 Cm printed in white embroidery					11			
4.3.6	Gloves						100			
Sub Total 4.3 carried over to summary parks & recreation								R	R	R

#### 4. SUMMARY - PARKS & RECREATION

	TOTAL PRICE 2025/26	TOTAL PRICE 2026/27	TOTAL PRICE 2027/28
SUB TOTAL 4.1	R	R	R
SUB TOTAL 4.2	R	R	R
SUB TOTAL 4.3	R	R	R
SUBTOTAL (4.1 + 4.2 + 4.3)	R	R	R
VAT @15%	R	R	R
TOTAL	R	R	R
TOTAL OVER 3 YEARS TO BE CARRIED OVER TO PRICING SUMMARY	R		

#### 5. PRICING SUMMARY

SECTIONS	TOTAL OVER 3 YEARS
1. ROADS & STORMWATER (TO BE CARRIED OVER TO COVER PAGE & FORM OF OFFER)	R
2. WATER & WASTEWATER TREATMENT (TO BE CARRIED OVER TO COVER PAGE & FORM OF OFFER)	R
3. SOLID WASTE & WASTE REMOVAL (TO BE CARRIED OVER TO COVER PAGE & FORM OF OFFER)	R
4. PARKS & RECREATION (TO BE CARRIED OVER TO COVER PAGE & FORM OF OFFER)	R

Signed .....

Date .....

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

**TAX COMPLIANCE STATUS PIN**

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin**, as issued by the South African Revenue Service.

**Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE 1A: AUTHORITY OF SIGNATORY**

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

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

**A. Certificate for company**

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

As witness

1.....  
Chairman  
2.....  
Date

**B. Certificate of partnership**

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

NAME	ADDRESS	SIGNATURE	DATE

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

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

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

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

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

### D. Certificate for sole proprietor

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

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

**SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Enterprise details**

<b>Name of enterprise</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cellphone</b>	
<b>Fax</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Central supplier database registration number</b>	MAAA

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number:</b>	
---------------------------------------------------------	--

**Section 3: SARS information:**

<b>Tax reference number:</b>	
<b>VAT registration number, if any:</b>	

**Section 4: CIDB registration number: N/A****Section 5: Particulars of principles**

**Principle:** means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

\* Please complete and attach copies of Identity documents.

**Section 6: Banking Details of companies and close corporations**

Bank name and branch: .....

Bank account number: .....

Name of account holder: .....

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)**

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed ..... Date .....

Name ..... Position .....

Tenderer.....

## SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

### DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

#### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

**Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)**

Signature	Position	Date

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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## SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **must submit their original and valid B-BBEE status level verification certificate or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign CAMBD 6.1 and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

### 1 EMEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); or

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

### 2. QSEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

### 2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; or

3.1.2. A Verification Agency accredited by SANAS.

**WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:**

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

## SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of projects successfully completed by our company. This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed, **excluding references from Cape Agulhas Municipality.**

	Employer (Name, Tel, Fax, Email)	Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity		R	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; width: 100%;"></div>
	Contact Person				
	Tel				
	Email				
2.	Name of entity		R	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; width: 100%;"></div>
	Contact Person				
	Tel				
	Email				
3.	Name of entity		R	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; width: 100%;"></div>
	Contact Person				
	Tel				
	Email				
4.	Name of entity		R	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border-bottom: 1px solid black; width: 100%;"></div>
	Contact Person				
	Tel				
	Email				

***\*Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.***

***The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.***

***The Bidder hereby confirms that the information given above is true and correct:***

Signed.....

Date.....

Name.....

Tenderer.....

**SCHEDULE 1G: DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING  
GOODS OR SERVICES FROM A THIRD PARTY (COMPULSORY)**

**AUTHORISATION DECLARATION**

**NAME OF THE BIDDER:** \_\_\_\_\_

**SCM17/2025/26:**

**CLOSING DATE: 07/10/2025**

**Are you sourcing from a third party?**

YES	NO
-----	----

***\* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.***

**1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.**

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

**2. The bidder declares that the information contained herein is true and correct.**

**3. The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

List of goods or services offered:

Item No	Brand Name	Name of the company from where the goods or services will be sourced	Address and contact details of the company from where the goods or services will be sourced

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document*

**Note:*****The authorisation letter must be on the official letterhead of the third party******A separate letter must be included for each third party******The authorisation letter must be addressed to the Bidding Company***

Name of Bidding Company

Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORISATION LETTER: CONTRACT No** \_\_\_\_\_

We, \_\_\_\_\_ (Name of Third Party) hereby authorize you,

\_\_\_\_\_ (Name of Company) to include the products listed below in

your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarised ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no.	Description of product	Brand name

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

Yours faithfully,

\_\_\_\_\_  
Signature of Third Party

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

## **SPECIAL CONDITIONS & EVALUATING CRITERIA**

The following general conditions will apply to the tender:

1. **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
  - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
  - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
  - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 6.2 The bidder must ensure that his/her bid document is securely bound.
    - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
  - a) **CAMBD 1** - Invitation to Bid
  - b) **CAMBD 4** - Declaration of Interest
  - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
  - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
  - e) **CAMBD 9** - Certificate of Independent Bid Determination
  - f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM17/2025/26 SUPPLY & DELIVERY OF PROTECTIVE CLOTHING FOR INFRASTRUCTURE DEPARTMENT**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Tuesday, 07 October 2025** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**

## 14. TAX COMPLIANCE

14.1 The **Tax Compliance status pin** must be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender**. In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Compliance status pin** for each of the joint venture partners.

14.2 Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS

15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.

## 16. **PAYMENT OF MUNICIPAL ACCOUNTS (SHEDULE 1 D)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## 18. **VALIDITY AND PERIOD**

18.1 Tenders shall remain valid for 90 days after the closing date of the Tender

18.2 The contract period will be from date of commencement until **30 June 2028**.

18.3 **Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.**

19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.

## 20. **SABS CODES**

20.1 All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

## 21. **COMPLIANCE CERTIFICATES**

21.1 The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests, but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.

## 22. **PRICING**

22.1 Rates and prices offered by the bidder **must** be written into the pricing schedule of this document by hand, completed in full and originally signed by the duly authorized signatory.

22.2 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.

22.3 Prices should remain firm **until 30 June 2026**.

22.4 The annual price increase is equal to **CPI (related to the area)** per annum as from **1 July 2026**.

22.5 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.

- 22.6 Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period, the Municipality reserves the right to:
- 22.6.1 Accept the amended price; or
  - 22.6.2 Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
  - 22.6.3 Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include costs of delivery** to the Municipal stores in Fabrieksweg, Bredasdorp or such other address as may be indicated by the Municipality.
- 22.7 All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.
- 22.8 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.

## **23. ADMISSION OF BIDS**

- 23.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 23.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 23.3 Tenders that are deposited in the incorrect box or late will not be considered

## **24. BID OPENING**

- 24.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 24.2 Where practical, prices will be read out at the time of opening bids.
- 24.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 24.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## **25. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

- 25.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 25.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices.
- 25.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 25.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

## **26. EVALUATION**

- 26.1 Evaluation will be done per section. All items in a section must be completed for a supplier to be responsive for the section.
- 26.2 The Municipality will issue an order as and when required.
- 26.3 More than one supplier may be appointed per section in order to minimize disruptions in service delivery.
- 26.4 **The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.**

## **27. REQUIREMENTS OF A VALID BID:**

- 27.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:
  - 27.1.1 The tender has not been completed in non-erasable handwritten ink,
  - 27.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
  - 27.1.3 Incomplete Pricing Schedule or Bill of Quantities,
  - 27.1.4 A Form of Offer not signed in non-erasable ink,
  - 27.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.
- 27.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;
  - 27.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
  - 27.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
  - 27.2.3 To obtain the personal income tax number(s) from the recommended bidder;
  - 27.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
  - 27.2.5 To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed.
  - 27.2.6 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
  - 27.2.7 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
  - 27.2.7.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

## 28. TEST FOR RESPONSIVENESS

### 28.1 A bid will be considered non-responsive if:

- 28.1.1 the bid is not in compliance with the specifications.
- 28.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
- 28.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

### 28.2 The Municipality reserves the right to **accept or reject**:

- 28.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 28.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at [www.capeagulhas.gov.za](http://www.capeagulhas.gov.za)  
*The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## Form of Offer and Acceptance

### Offer

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

**CONTRACT: SCM17/2025/26 SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR INFRASTRUCTURE DEPARTMENT**

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

**The offered total of the prices inclusive of value added tax is**

Item nr	Description	Rands (In Words)	In Figures
1	Roads & Stormwater		
2	Water & Wastewater Treatment		
3	Solid Waste & Waste Removal		
4	Parks & Recreation		

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

Signature .....

Name .....

Capacity .....

**for the tenderer**

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

Name and signature of witness .....

Date .....

Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

and drawings and documents or parts thereof, which may be incorporated by reference into Parts above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Name .....

Capacity .....

for the  
Employer CAPE AGULHAS MUNICIPALITY  
1 DIRKIE UYS STREET  
BREDASDORP  
7280

Name and .....

signature .....

of witness .....

Date .....

# Contract Data

## Part 1: Contract Data provided by the Employer

### GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from [www.treasury.gov.za](http://www.treasury.gov.za)

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 88  
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

## Part 2: Data provided by the Service Provider

The **Service Provider** is: .....

Postal Address: .....  
.....

Physical Address: .....  
.....

Telephone: .....

Facsimile: .....

The **authorized and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

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

Telephone: .....

Facsimile: .....

Email: .....

**SIGNED ON BEHALF OF TENDERER:** .....

CAPE AGULHAS MUNICIPALITY	
GENERAL CONDITIONS OF CONTRACT	
<b>1. DEFINITIONS</b>	
The following terms shall be interpreted as indicated:	
"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"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.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

<b>2. Application</b>	
2.1.	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2.	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3.	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
<b>3. General</b>	
3.1.	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2.	Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.
<b>4. Standards</b>	
4.1.	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	
5.1.	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2.	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3.	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4.	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
<b>6. Patent rights</b>	
6.1.	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6.2.	When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
<b>7. Performance security</b>	
7.1.	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
7.2.	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3.	The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
7.3.1.	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
7.3.2.	a cashier's or certified cheque
7.4.	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
<b>8. Inspections, tests and analyses</b>	
8.1.	All pre-bidding testing will be for the account of the bidder.
8.2.	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3.	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4.	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5.	Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
8.6.	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7.	Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
8.8.	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

<b>9. Packing</b>	
9.1.	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.
<b>10. Delivery</b>	
10.1.	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
<b>11. Insurance</b>	
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.
<b>12. Transportation</b>	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
<b>13. Incidental</b>	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul>
13.2.	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
<b>14. Spare parts</b>	
14.1.	As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: <ul style="list-style-type: none"> <li>14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;</li> <li>14.1.2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
<b>16. Payment</b>	
16.1.	The method and conditions of payment to be made to the supplier under this contract shall be specified.
16.2.	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
16.3.	Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.

<b>17. Prices</b>
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
<b>18. Variation orders</b>
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
<b>19. Assignment</b>
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
<b>20. Subcontracts</b>
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
21.5. 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
<b>22. Penalties</b>
22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
<b>23. Termination for default</b>
23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
23.6.2. the date of commencement of the restriction
23.6.3. the period of restriction; and 23.6.4.
the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7.	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
<b>24. Anti-dumping and countervailing duties and rights</b>	
24.1.	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
<b>25. Force Majeure</b>	
25.1.	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2.	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	
26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of Disputes</b>	
27.1.	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2.	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3.	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4.	Notwithstanding any reference to mediation and/or court proceedings herein,
27.4.1.	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2.	the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract.
<b>28. Limitation of liability</b>	
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1.	the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28.1.2.	the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	
29.1.	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31. Notices</b>	
31.1.	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2.	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	
32.1.	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2.	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3.	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4.	No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

<b>33. Transfer of contracts</b>
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
<b>34. Amendment of contracts</b>
34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
<b>35. Prohibition of restrictive practices</b>
35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
<i>General Conditions of Contract (revised July 2010)</i>

### DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars

**Section 3.9.1: Record of service of the state**

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

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

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

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

\* Insert separate page if necessary

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

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

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

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

\* Insert separate page if necessary

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....  
 .....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The applicable preference point system for this tender is the 90/10 preference point system.
- c) Either the **90/10 or 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.

1.2 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.

1.3 The maximum points for this tender are allocated as follows:

		POINTS
<b>PRICE</b>		<b>80</b>
<b>SPECIFIC GOALS</b>	<b>50% of the 20 Points</b>	<b>20</b>
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>

1.4 **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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

## 5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)
- 5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].
- 5.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- may only score in terms of the 80/90-point formula for price; and
  - scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the <b>Cape Agulhas Municipality</b>	10
Within the boundaries of the <b>Overberg</b>	5
Within the boundaries of the <b>Western Cape</b>	2
Outside of the boundaries of the municipality	0

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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

**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)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>	<b>20</b>		
<b>1. B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>	_____	_____
<b>2. LOCALITY OF SUPPLIER</b>	<b>10</b>	<b>Indicate (YES/NO)</b>	<b>Number of points claimed (maximum of 10 points)</b>
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Cape Agulhas Municipality</b></li> </ul>	10	_____	_____
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Overberg</b></li> </ul>	5	_____	
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Western Cape</b></li> </ul>	2	_____	
<ul style="list-style-type: none"> <li>Outside of the boundaries of the municipality</li> </ul>	0	_____	

#### 5.7 Promotion of Local area suppliers

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

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

6.1 Name of company/firm:.....

6.2 Company registration number.....

**6.3 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]

6.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the 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 by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Cape Agulhas Municipality** in accordance with the requirements and specifications stipulated in bid number **SCM17/2025/26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - 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 2022;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2. ....

DATE: .....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

## PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)

1. I **HENDRIK KRÖHN** in my capacity as **ACTING MUNICIPAL MANAGER** accept your bid under reference number **SCM17/2025/26** dated **07 October 2025** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL
Supply And Delivery Of Protective Clothing For Roads & Stormwater	R _____			
Supply And Delivery Of Protective Clothing For Water & Wastewater Treatment	R _____			
Supply And Delivery Of Protective Clothing For Solid Waste & Waste Removal	R _____			
Supply And Delivery Of Protective Clothing For Parks & Recreation	R _____			

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

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

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

Item	Question	Yes	No
4.1	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? <b>(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).</b> The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	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)? Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	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 of law outside 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:		

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

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**SCM17/2025/26 SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR**  
**INFRASTRUCTURE DEPARTMENT**

in response to the invitation for the bid made by:

**CAPE AGULHAS MUNICIPALITY**

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder