



**WINNIE MADIKIZELA MANDELA LOCAL  
MUNICIPALITY**

**BID NO: WMM LM 00051 PPE PS 36M**

**BID DESCRIPTION: SUPPLY AND DELIVERY OF PPE: PROTECTION  
SERVICES FOR 36 MONTHS**

**ISSUED BY:  
SUPPLY CHAIN  
MANAGEMENT OFFICE  
WINNIE MADIKIZELA  
MANDELA MUNICIPALITY  
P O BOX  
12  
MBIZANA  
4800**

<b>NAME OF TENDERER</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>TOTAL BID PRICE</b>	
<b>CSDNUMBER</b>	

**INDE  
X**

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**PLEASE NOTE:**

- Each page of the tender document and schedules thereto must be initialed by the relevant authorized person in order for the document to constitute a proper contract between the Municipality and the Tenderer.
- On acceptance of the tender by the Municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.
- Failure to complete all blank spaces in the forms and to attend to the other details mentioned there in may render the tender liable to rejection.

**(1) DETAILS OF BIDDER**

FULLNAMES	
COMPANY/ENTERPRISE REGISTRATIONNO.ORI DNO.	
POSTALADDRESS	
PHYSICALADDRESS	
TELEPHONENO.	

CELLNO.OFCONTACTPERSON	
FAXNO.	
E-MAILADDRESS	
CONTACTPERSON	
VAT REGISTRATIONNO.	



**WINNIE MADIKIZELA MANDELA LOCAL MUNICIPALITY  
ADVERT**

PROJECT NAME	CONTRACT NUMBER	CLOSING DATE
Supply & Delivery of PPE: Protection Services for 36 Months	WMM LM 00051 PPE PS 36M	10 December 2023 @ 12h00

**Bid proposals are hereby invited from suitably qualified and accredited service providers who are interested to submit their proposals to *tender* for the above-mentioned projects for Winnie Madikizela-Mandela Local Municipality.**

Bid documents can be downloaded from e-tender portal website. ([www.etenders.gov.za](http://www.etenders.gov.za))

Bids should score a minimum of 70% in order to be considered for further evaluation.

The bids will be evaluated on the **80/20** preferential points system

Failure to submit the following fully completed document(s) will render the bid null and void:

- A copy of Entity Registration Documents, Certified ID Copy(ies) of Director(s) (not older than 3 months),
- Proof of CSD Registration
- SARS Valid PIN Printout
- Bid documents MBD1, MBD4, MBD6.1, MBD 6.2 ,MBD 6.4 MBD 8 and MDB 9
- A Billing Clearance Certificate or Statement of Municipal Accounts confirming that no undisputed municipal accounts are overdue by more than 30 days and a signed list of Municipal Accounts that the institution has and proof that they all do not have outstanding amounts more than 30 days on the day of the tender closing
- Evaluation Criteria: 80= Price, 20= Specific Goals as per the attached MBD 6.1 respectively
- In case of a joint venture, an original valid Tax Compliance Document of both partners should be submitted as well as a signed agreement by both parties clearly indicating the lead partner
- The minimum threshold for local content for the above mentioned projects is 100%.

**Advert Date: 10<sup>th</sup> November 2023**

**Closing Date: All tenders must be emailed to [tenders.scm@mbizana.gov.za](mailto:tenders.scm@mbizana.gov.za) by no later than the date and time stated above after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above. Failure to do so your tender may not be considered. There is no tender briefing.**

No late, hand delivered, incomplete or facsimile bids will be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. Value for money will be the key determinant. Winnie Madikizela-Mandela Local Municipality reserves the right to accept part or full bid. For technical enquiries, please contact Mr. S. Mtshengu at (072 122 1139), email: [mtshengus@mbizana.gov.za](mailto:mtshengus@mbizana.gov.za) during working hours. For Supply Chain Management related enquiries, please contact Mr. Z. Khala at (079) 886 0942, email: [khalaz@mbizana.gov.za](mailto:khalaz@mbizana.gov.za) during working hours

.....  
**Mr. L. Mahlaka**  
**Municipal Manager**

## **Letter of Consent**

**Name and Domiciliumcitandi of organization**

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The Municipal Manager

Winnie Madikizela-Mandela Local Municipality

P.O. Box 12

Bizana

4800

Sir/Madam

### **Granting of authority to request information from any legal entity relevant to this Bid**

I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material value to Winnie Madikizela-Mandela Local Municipality and directly relevant to the consideration of my/our Bid. I/we \_\_\_\_\_ grant my/our consent to such source to provide confidential information.

I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the Winnie Madikizela-Mandela Local Municipality, would affect the consideration of my/our Bid in any way.

The Winnie Madikizela-Mandela Local Municipality wishes to inform you that all information regarding your personal matters is treated as strictly confidential.

Please tick the appropriate box.

	<b>I/We hereby consent to the above</b>
	<b>I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Winnie Madikizela-Mandela Local Municipality responsible for not considering my/our Bid.</b>

Signature: \_\_\_\_\_

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

Name of the Witness

Signature:

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE SENT VIA EMAIL TO THE EMAIL ADDRESS PROVIDED BELOW OR AS PER TENDER REQUIREMENTS					
<a href="mailto:TENDERS.SCM@MBIZANA.GOV.ZA">TENDERS.SCM@MBIZANA.GOV.ZA</a> for tenders above R200 000 inclusive of VAT					
<b>OR</b>					
<a href="mailto:QUOTES.SCM@MBIZANA.GOV.ZA">QUOTES.SCM@MBIZANA.GOV.ZA</a> for quotations below R200 000 but above R30 000 inclusive of VAT					
<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:		<b>OR</b>	CSD No:	
PEOPLE LIVING WITH DISABILITY [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		MILITARY VETERAN	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[DOCUMENTARY PROOF/ SWORN AFFIDAVIT (FOR PEOPLE LIVING WITH DISABILITIES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR TARGETED GOALS]</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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....  
.....

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

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

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the

company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES)**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

“**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;

- (a) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) “**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
- (d) “**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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African	1.5	3		
Black	1.5	3		
Women	1.75	3.5		
Youth	1.75	3.5		
Leaving with disability	1.75	3.5		
Military Veterans	1.75	3.5		
<b>Total Points Allocated</b>	<b>10</b>	<b>20</b>		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAMES) .....  
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**

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and targeted goals.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.....  
NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
LOCAL CONTENT OF PRODUCTS**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

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- Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally Manufactured products.

.....

- Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

- “**Local content**” means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**

- “**Imported content**” means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>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

Bids will be evaluated based on the following criteria for Functionality

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
<p><b>PROOF OF EXPERIENCE (60)</b></p>	<p>Bidders must submit proof of experience in Supply &amp; Delivery of protective Clothing were provided. Bidders must submit an appointment letter /order with a signed Reference letter for each project to claim points. The Reference letters must be signed by Project Manager or a person at Head of Department level (60)</p> <p>NB: The value per appointment must be R 150 000.00 and above</p> <ul style="list-style-type: none"> <li>• 4 and above appointment letters/orders and above with reference letters = 60 points</li> <li>• 3 appointment letters/orders and above with reference letters = 50 points</li> <li>• 2 appointment letters/orders and above with reference letters = 30 points</li> <li>• 1 appointment letters/orders with reference letters = 20 points</li> <li>• No appointment and reference letter = 0 points</li> </ul>
<p><b>CAPACITY TO DELIVER</b> <b>40 Points</b></p> <p>Supply and Delivery of protective clothing for protection services unit for three years</p>	<p>Bidder is registered as a Distributor (<i>Provide Distribution certificate</i>) or Bidder has an approved account and agreement with a certified distributor/ manufacturer of Protective Clothing (<i>Provide confirmation from the distributor/agreement</i>) (40 Points).</p>
<p><b>TOTAL POINTS</b></p>	<p style="text-align: right;"><b>100</b></p>

**NB: Bidders should score 70% of the functionality to proceed to the next stage.**

**(5)CONTRACT FORM (TO BE FILLED IN BY WINNIE MADIKIZELA  
MANDELA MUNICIPALITY)**

By signing this *Contract Form* Winnie Madikizela Mandela Municipality (also referred to as the 'Purchaser'):

1. accepts your bid under reference number **WMM LM 00051 PPE PS 36M** awarded on the \_\_\_\_\_ for the **SUPPLY AND DELIVERY OF PPE: PROTECTION SERVICES FOR 36 MONTHS**
  
2. Under takes to make payment for the goods /services delivered in accordance with the terms and conditions of the contract, within30(thirty)days after receipt of an invoice accompanied by the delivery note.

ITEMNO	PRICE(VAT INCL)	QUANTITY	DELIVERY PERIOD	POINTS CLAIMED FOR B-BBEE

SIGNED AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_

Signature(s)

\_\_\_\_\_

Print name(s):  
(Municipal Manager)

\_\_\_\_\_

Date

<p align="center"><b>WITNESSES</b></p> <p>1.....</p> <p>2.....</p> <p><b>DATE</b> .....</p>
---

## (6) PRICE SCHEDULE

**N.B: Winnie Madikizela Mandela Municipality will only accept firm prices. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.**

### Specification for uniform

Traffic					
	PRODUCT DESCRIPTION	QUANTITY	YEAR 1 PRICING	YEAR 2 PRICING	YEAR 3 PRICING
	LADIES TRAFFIC BRONZ SKIRTS PLAIN WEAVE SKIRTS: 35mm X 1cm LOOPS. A-LINE OR PENCIL. STYLES FULLY LINED	8			
	LADIES TRAFFIC BRONZ PATROL HAT FELT WITH RIBBON	4			



	(SAPS STYLE)				
	LADIES TRAFFIC BRONZ PANTYHOSE SILKY STOCKINGS EXTRA SHEER	20			
	LADIES TRAFFIC BRONZ SHOES WITH HEEL (GREEN CROSS HIGH HEEL)  PURE LEATHER WITH SOFT CUSHENING	4			
	TWOOL TROUSERS (TRAFFIC BRONZE)  3 PLY PLAIN WEAVE PLEATED 55% TREVIRA WOOL (B6).  ZIP FLY  LARGE BELT LOOPS  SIZE: 70mm X 1cm LOOPS  (4 x females and 12 males)	57			
	MAGNUM TRAFFIC BRONZE SHORT SLEEVE SHIRT  MATERIAL: 50% POLYESTER 50% COTTON.  OPEN GLAD NECK  STITCHED IN CREASES FRONT & DOWN SLEEVES.	57			

<p>VELCRO CLOSING POCKETS FLAPS &amp; FLAP ON POCKETS WITH BLUNTED BUTTON THROUGH FRONT.</p> <p>EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<p>MAGNUM TRAFFIC BRONZE LONG SLEEVE SHIRT</p> <p>MATERIAL: 65% POLYESTER 35% COTTON.</p> <p>STITCHED IN CREASES FRONT &amp; DOWN SLEEVES.</p> <p>VELCRO CLOSING POCKETS FLAPS &amp; FLAP ON POCKETS WITH BLUNTED CORNERS.</p> <p>EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE</p>	57			

LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EMPULETS.				
<p>PATROL JERSEY TRAFFIC BRONZE  100% HIGH BULK ACRYLIC (FULLY WASHABLE)  MONDI KNIT.  HEAVY DUTY 7 GAUGE.  MILITARY WIDE RIB CUFF SAND WAIST BAND,  EPAULETES &amp; ELBOW PATCHES.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>	38			
<p>PULL OVER JERSEY TRAFFIC BRONZE  MEDIUM WEIFGT 10 GAUGE ``V`` NECK.  RIBBED WAISTBAND WITH EPAULETTES.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW.</p>	19			
<p>BUNNY JACKET TRAFFIC BRONZE  WINDBREAKER ``BUNNY``  QUALITY: 65% POLYESTER &amp; 35% COTTON.  STYLE: DOUBLE COLOUR, QUILTED BODY &amp;</p>	19			

<p>SLEEVES.  ZIP-FRONT WITH STORM FLAP.  TWO BREAST POCKETS, WITH EPAULETS.  TWO SLANT HAND WARMER SIDE POCKETS, WITH ELASTICATED WAIST BAND.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<p>REFLECTIVE JACKET</p> <p>LIME &amp; ORANGE LONG SLEEVE ---ZIP OFF SLEEVE.</p> <p>LEVEL 4 VISIBILITY WITH ZIPFRONT CLOSING.</p> <p>ELASTICATED WAIST.</p> <p>REFLECTIVE CHECKERBOARD STRIPS ON FRONT, BACK, SIDES &amp; ARMS.</p> <p>REFLECTIVE BACK PANEL: WMMLM LAW ENFORCEMENT/ WMMLM TRAFFIC POLICE AS WILL BE INDICATED WHEN ORDERING.</p> <p>EMBROIDED INITIAL &amp; SURNAME TO BE PRINTED IN REFLECTIVE MATERIAL ON RIGHT HAND SIDE CHEST AREA AND PROTECTION SERVICES LOGO</p>	<p>19</p>			

	ON THE LEFT-HAND SIDE OF THE CHEST AREA.				
	SOCKS LONG (TRAFFIC BRONZE) BIOGUARD CUSHION FOOT 70% WOOL OR PLAIN FOOT 70% WOOL. OPTI FRESH WOOL BLEND. WINTER	95			
	SOCKS SHORT (TRAFFIC BRONZE) BIOGUARD CUSHION FOOT 70% WOOL OR PLAIN FOOT 70% WOOL. OPTI FRESH WOOL BLEND. SUMMER	95			
	HARD PATROL CAP (TRAFFIC BRONZE) PLAIN WEAVER CAPS WITH PLAIN PLASTIC PEAK	16			
	HARD PATROL CAP (TRAFFIC BRONZE)  PLAIN WEAVER CAPS WITH PLASTIC PEAK WITH SENIOR OFFICERS LONG LEAF (WRATH) IN YELLOW.	9			
	BELT LEATHER WEB BROWN/BLACK DOUBLE LEATHER BONDED & STITCHED TOGETHER.	19			

<p>BASKET WEAVE FINISH PRESSED INTO LEATHER. BRASS ROLLER SINGLE PRONG BUCKLE. BILLET WITH 5 PUNCHED HOLES. TWO LEATHER LOOPS FITTED TO BELT.</p>				
<p>TACTICAL COMBAT BELT (ALL COLOURS MUST BE AVAILABLE) PROTECTION SERVICES LOGO ON BELT BUCKLE</p>	19			
<p>TIE ROYAL BLUE CONVENTIONAL 100% POLYESTER CROSS WEAVE.</p>	15			
<p>LADIES BOW TIE ROYAL BLUE CONVENTIONAL 100% POLYESTER CROSS WEAVE</p>	4			
<p>RAIN SUIT REFLECTIVE LIME.  MATERIAL: NYLON TAFETA MATERIAL. COLOUR: VARIOUS COLOURS SHOULD BE AVAILABLE. 100% WATERPROOF. JACKET: VELCRO CLOSING CHINESE COLLAR. HEAVY DUTY NYLON ZIP WITH VELCRO CLOSING STORM FLAP. BREATHABLE AIR-TEX INNER. ELASTICATED CUFF WITH VELCRO ADJUSTER. REFLECTIVE LEVEL 4 VISIBILITY TAPE TRIMMING.</p>	19			

<p>TWO BOTTOM POCKETS WITH VELCRO CLOSING FLAPS.  ELASTICATED MID SECTION FOR COMFORT OF IT.  ALL STITCHING TAPE SEALED TO PREVENT WATER LEAKAGE.  FOLD AWAY CARRY BAG IN RIGHT POCKET.  REFLECTIVE CHECKERBOARD STRIPS ON FRONT, BACK, SIDES AND ARMS.  REFLECTIVE BACK PANEL: "WMMLM LAW ENFORCEMENT/WMMLM TRAFFIC POLICE" PRINTED AND NAME OF THE ORGANISATION, AND PROTECTION SERVICES LOGO ON THE FRONT LEFT, INTITIAL &amp; SURNAME ON THE FRONT RIGHT.  TROUSERS:  ELASTICATED WAIST.  ELASTICATED LEG BOTTOM WITH ZIP CLOSING GAUNTLET.  REFLECTIVE LEVEL 4 CHECKERBOARD STRIPS ON THE SIDE OF THE TROUSERS.  COMPLETE SUIT.</p>				
<p>TUNIC BLAZER TRAFFIC BRONZ   WITH GOLD BUTTONS, WITH EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp;</p>	<p>19</p>			

<p>RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p> <p>(only once during the duration of 3-year project cycle NB: FIRST YEAR ONLY)</p>				
<p>JUMP SUIT TRAFFIC BRONZ WITH REFLECTIVE BLUE &amp; SILVER STRIPES ON ZIP-DETACHABLE SLEEVES ZIP-UP FRONT ZIP-UP SHIN</p> <p>SLEEVES AND PENTS &amp; EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT LEFT, INTITAL &amp; SURNAME IN YELLOW ON THE FRONT RIGHT, PRINTED</p> <p>ON THE BACK-LAW ENFORCEMENT IN REFLECTIVE SILVER &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>	19			
<p>PARABELLUM SHOES BROWN</p> <p>LACE UP PARABELLUM WITH FULL UPPER LEATHER.</p> <p>THICK RUBBER SOLE, ACID AND PETROL RESISTANT.</p> <p>SABS MARK BEARING14001</p>	38			



	BROWN LEATHER WEB CLOSED BOTTOM HOLSTER, RIGHT HAND/LEFT HAND AS MAY BE REQUIRED.  FOR 9MM TAURUS PT92AF-D TYPE WITH BROAD LOOPS	19			
	BROWN LEATHER WEB HANDCUFF HOLSTER WITH BROAD LOOPS	19			
	BROWN LEATHER WEB MAGAZINE HOLSTER FOR 15/17 SHOT 9MM Z88 MAGAZINE  WITH BROAD LOOPS	19			
	LAW ENFORCEMENT HANDCUFFS (MODEL 65 DOUBLE LOCKING HANDCUFFS – BLACK OXIDE SAPS TYPE	19			
	110ML PEPPER SPRAY, LAW ENFORCEMENT TYPE	57			
	110ML BROWN LEATHER WEB PEPPER SPRAY POUCH WITH BROAD LOOP.	19			
	1000000 LM SUPER XHP190 POWERFUL LED FLASHLIGHT 18650 XHP90 LED TORCH & TORCH POUCH WITH BROAD LOOPS.	19			

<p>26650 LITHIUM BATTERY &amp; CHARGER.</p> <p>NINE-CORE XHP190 WICK.</p>				
<p>COMBAT PANTS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p>MATERIAL: 50%POLYESTER &amp; 50% COTTON.</p> <p>FIELD DRESS WITH DRAW CORD IN TROUSERS LEGS.</p> <p>TWO MAP POCKETS, TWO SIDE POCKETS AND HIP POCKETS.</p> <p>LARGE BELT LOOPS. STITCHED IN CREASES BACK.</p> <p>FULL S.A.B.S SPECIFICATION</p>	57			
<p>COMBAT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p>MATERIAL: 50% POLYESTER &amp; 50% COTTON.</p> <p>FIELD DRESS WITH TWO PATCH BREAST POCKETS WITH FLAPS TO BUTTON.</p> <p>OPEN / GLAD NECK WITH BUTTON THROUGH FRONT.</p> <p>EPAULETTES TO BUTTON.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>	57			

	<p>KNITTED BEANIE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON FRONT.</p>				
	<p>COMBAT CAP TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p>POLYCOTTON</p> <p>VELCRO ADJUSTABLE.</p> <p>RE-ENFORCED FRONT BADGE.</p> <p>LARGE PEAK.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT</p>	32			
	<p>COMBAT CAP FOR SENIOR OFFICERS WITH LONG LEAF/WRATH ON THE PEAK, TRAFFIC BRONZE / (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p>POLYCOTTON</p> <p>VELCRO ADJUSTABLE.</p> <p>RE-ENFORCED FRONT BADGE.</p> <p>LARGE PEAK.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT</p>	6			

	<p>WHITE GLOVES MATERIAL: NYLON WHITE NYLON GLOVES.</p>	38			
	<p>TACTICAL POLICE COMBAT BOOTS WITH SIDE ZIP BROWN STYLE: CANVAS AND LEATHER UPPERS. LACE UP FRONT WITH ZIP-UP SIDE. BELOWS TONGUE. HEAVY DUTY RUBBER SOLE. LEATHER HEEL PROTECTOR. COMFORTABLE FOOT BED. NO STEEL TOE CAP.</p>	20			
	<p>BROAD SON HAT TRAFFIC BRONZ (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) WITH EMBROIDED PROTECTION SERVICES LOGO IN FRONT</p>	19			
	<p>ADJUSTABLE TACTICAL CARGO PANTS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) CARGO PANTS WITH 9 STRATEGIC POCKETS. ANTIQUÉ METAL STUDS FOR ADDED STRENGTH. WIDE BELT LOOP &amp; KNEE DARTS. EMBROIDERED WMMLMPROTECTION SERVICES LOGO ON FRONT LEG &amp; BACK POCKET FLAP. TRIPPLE STITCHING FOR ADDED STRENGTH.</p>	38			

<p>TACTICAL CARGO WORK (MILITARY) SHIRT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)</p> <p>100% POLYESTER ZIPPER CLOSURE MATERIAL. POLYESTER, SOFT &amp; COMFORTABLE, CLOSE TO SKIN BUTTON CLOSURE.</p> <p>TWO SHOULDER PATCH PANELS</p> <p>EMBROIDED ON THE FRONT LEFT WITH PROTECTION SERVICES LOGO ON THE LEFT &amp; ON THE FRONT RIGHT INITIALS &amp; SURNAME PRINTED IN (YELLOW)</p>	38			
<p>GOLF T SHIRT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)</p> <p>100% COTTON</p> <p>EMBROIDED ON THE FRONT LEFT WITH PROTECTION SERVICES LOGO ON THE LEFT &amp; ON THE FRONT RIGHT INITIALS &amp; SURNAME PRINTED IN YELLOW.</p>	38			
<p>TACTICAL COMBAT SHIRT WITH ZIP-VARIOUS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp;</p>	38			

<p>SURNAME IN YELLOW &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EMPULETS.</p>				
<p>TACTICAL COMBAT CONDOR SUMMIT SOFTSHELL JACKET WITH ZIP- TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)  100% TEFLON COATED POLYESTER/POLYESTER FLEECE LINING.  LINED STAND-UP COLLAR.  TWO WAY HOODIE.  TWO SHOULDER POCKETS.  TWO HIGHRISE SLASH CHEST POCKETS.  UNDERARM VENT ZIPPER.  DOUBLE LAYER REINFORCED FOREARM.  DRAWSTRING WAISTEBAND AND HOOD.  ADJUSTABLE WRIS.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLMPROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>	<p>19</p>			
<p>BULLET PROOF VEST TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)  LS621 SAPS TYPE LEVEL III WITH CERAMIC PLATES</p>	<p>19</p>			

<p>&amp; ARAMID SHEETS &amp; COOSHINED INSERT PADDING, VEST MUST BE CAPABLE OF STOPING AR-15 WITH 5.56 &amp; AK-47 WITH 7.62 &amp; MORE &amp; MUST ALSO PROVIDE PROTECTION AGAINST KNIVES &amp; OTHER MELEE WEAPONS.</p> <p>EMBROIDED ON THE FRONT &amp; BACK WMMLMLAW ENFORCEMENT IN YELLOW</p> <p>(One in the 3-year period. NB: FIRST YEAR ONLY)</p>				
<p>BULLET PROOF T-SHIRT CLASS 3A</p> <p>INVISIBLE SAFETY PROTECTION T-SHIRT</p> <p>BULLETPROOF</p> <p>LIGHTWEIGHT</p> <p>UNBRANDED</p>	19			
<p>CAP BADGES SIMILAR TO THE SHIELD ON THE FLASHERS FOR THE HARD PATROL CAP</p> <p>BRASS BACKING WITH PROTECTION SERVICES LOGO ON &amp; PLASTIC COATED WITH TWO SCREW ON STUDS AT THE BACK TO SECURE THE BADGE TO THE CAP.</p>	19			
<p>TRAFFIC STAR ON A METAL PLATE WITH MUNICIPAL LOGO ON &amp; PLASTIC COATED WITH A MEGNATIC BACKING TO FIX IT.</p>	19			
<p>TACTICAL RIFLE BAG WITH SHOWLDER STRAPS</p>	4			

BLACK/GREEN/TAN 42`` GUN BAG MADE FROM HEAVY DUTY WATERPROOF 600D CORDURA FEATURES 12 SECURING STRAPS TO KEEP GUNS IN PLACE & A MOLLE SYSTEM FOR ANY ACCESSORIES.				
TACTICAL RIFLE SLING TWO WAY RIFLE SLING FOR AR/LM5	4			
<b>PUMP GUN BAG</b>	7			
FLASHERS WITH ROYAL BLUE BACKING WITH WMMLM PROTECTION SERVICES LOGO ON	19			
EPAULETS ROYEL BLUE BACKING WITH 4 WRATHS IN METAL ON	2			
EPAULETS ROYEL BLUE BACKING WITH 3 WRATHS IN METAL ON	4			
EPAULETS ROYEL BLUE BACKING WITH 1 YELLOW STRIPE ON.	14			
EPAULETS ROYEL BLUE BACKING PLAIN (NO STRIPES ON).	14			
TONFA - JAVLIN 60CM T-BATON MUST BE	22			



<p>AVAILABLE IN BLACK &amp; BROWN</p> <p>OVERALL LENGTH 600mm</p> <p>HANDLE GRIP 100 LONG</p> <p>SIDE HANDLE 145mm FROM CENTRE OF SHAFT</p> <p>SHAFT DIAMETER 31mm</p> <p>SHAFT HANDLE WITH 8mm RIB RINGS/MULTI STUDED FOR FIRMER GRIP</p> <p>INJECTION MOULDED POLYTHYLENE PLASTIC</p> <p>WEIGHT: 430g</p> <p>LENGTH: 600mm</p>				
<p>TONFA BELT BATON HOLDER MUST BE AVAILABLE IN BLACK &amp; BROWN</p> <p>25mm NYLON WEBBING LOOP FITS ONTO BELT</p> <p>POLYETHYLENE RING HD INJECTED ONTO WEBBING</p> <p>FITS SIDE HANDLE T-BATON</p>	22			
<p>LANYARD</p> <p>8MM THICK ROUND CORD</p> <p>COLOUR: ROYAL BLUE</p> <p>POLYESTER OUTER</p> <p>COTTON INNER</p> <p>1.253N BREAK STRENGTH</p> <p>18G/M</p>	19			

SECURITY					
NAME OF THE ITEM	DESCRIPTION	QTY	YEAR 1 PRICING	YEAR 2 PRICING	YEAR 3 PRICING
<b>Black original ladies and men's Parabellum Shoes</b>	PARABELLUM SHOES BROWN LACE UP PARABELLUM WITH FULL UPPER LEATHER. THICK RUBBER SOLE, ACID AND PETROL RESISTANT. <b>SABS MARK            BEARING14001</b>	22			
<b>Black leather Combat boots (Magnum)</b>	TACTICAL COMBAT BOOTS WITH SIDE ZIP BROWN STYLE: CANVAS AND LEATHER UPPERS. LACE UP FRONT WITH ZIP-UP SIDE. BELOWS TONGUE. HEAVY DUTY RUBBER SOLE. LEATHER HEEL	22			

	<p>PROTECTOR. COMFORTABLE FOOT BED. <b>NO</b> STEEL TOE CAP.</p>				
<p><b>Powdered blue shirt short sleeve</b></p>	<p>MAGNUM SECURITY BRONZE SHORT SLEEVE SHIRT</p> <p>MATERIAL: 50% POLYESTER 50% COTTON.</p> <p>OPEN GLAD NECK</p> <p>STITCHED IN CREASES FRONT &amp; DOWN SLEEVES.</p> <p>VELCRO CLOSING POCKETS FLAPS &amp; FLAP ON POCKETS WITH BLUNTED BUTTON THROUGH FRONT.</p> <p>EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE.</p> <p>SHIRT EMBROIDED</p>	<p>44</p>			

	<p>PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM SECURITY</p> <p>SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<p><b>Powdered blue long sleeve shirt</b></p>	<p>MAGNUM SECURITY BRONZE LONG SLEEVE SHIRT</p> <p>MATERIAL: 65% POLYESTER 35% COTTON.</p> <p>STITCHED IN CREASES FRONT &amp; DOWN SLEEVES.</p> <p>VELCRO CLOSING POCKETS FLAPS &amp; FLAP ON POCKETS</p>	<p>44</p>			

	<p>WITH BLUNTED CORNERS.</p> <p>EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN WHITE &amp; WMMLM SECURITY SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EMPULETS.</p>				
<p><b>Navy Short sleeve combat shirt</b></p>	<p>COMBAT SHORT SLEEVE SHORT BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p><b>MATERIAL:</b> 50%</p>	<p>44</p>			

	<p>POLYESTER &amp; 50% COTTON.</p> <p>FIELD DRESS WITH TWO PATCH BREAST POCKETS WITH FLAPS TO BUTTON.</p> <p>OPEN / GLAD NECK WITH BUTTON THROUGH FRONT.</p> <p>EPAULETTES TO BUTTON.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN WHITE &amp; WMMLM SECURITY SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<p><b>Navy LONG sleeve combat shirt</b></p>	<p>COMBAT LONG SLEEVE TRAFFIC BRONZE (ALL</p>	<p>44</p>			

	<p>COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)</p> <p><b>MATERIAL:</b> 50% POLYESTER &amp; 50% COTTON.</p> <p>FIELD DRESS WITH TWO PATCH BREAST POCKETS WITH FLAPS TO BUTTON.</p> <p>OPEN / GLAD NECK WITH BUTTON THROUGH FRONT.</p> <p>EPAULETTES TO BUTTON.</p> <p>SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM SECURITY SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR</p>				
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	THE EPAULETS.				
<b>Navy- sleeveless-jersey</b>	<p>PULL OVER JERSEY SECUTIY BRONZE MEDIUM WEIFGT 10 GAUGE ``V`` NECK. RIBBED WAISTBAND WITH EPAULETTES.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW.</p>	22			
<b>Navy long-sleeve jersey</b>	<p>PATROL JERSEY SECURITY BRONZE 100% HIGH BULK ACRYLIC (FULLY WASHABLE) MONDI KNIT. HEAVY DUTY 7 GAUGE. MILITARY WIDE RIB CUFF SAND WAIST BAND, EPAULETES &amp; ELBOW PATCHES.</p>	44			



	<p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<b>Navy-Kenny jackets</b>	<p>BUNNY JACKET TRAFFIC BRONZE WINDBREAKER ``BUNNY``          QUALITY: 65% POLYESTER &amp; 35% COTTON.          STYLE: DOUBLE COLOUR, QUILTED BODY &amp; SLEEVES. ZIP-FRONT WITH STORM FLAP. TWO BREAST</p>	22			

	<p>POCKETS, WITH EPAULETS. TWO SLANT HAND WARMER SIDE POCKETS, WITH ELASTICATED WAIST BAND.</p> <p>EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL &amp; SURNAME IN YELLOW &amp; WMMLM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT &amp; RIGHT- SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.</p>				
<b>Navy- formal trousers</b>	<p>TWOOL TROUSERS (TRAFFIC BRONZE)</p> <p>3 PLY PLAIN WEAVE PLEATED 55% TREVIRA WOOL (B6).</p>	44			

	ZIP FLY LARGE BELT LOOPS SIZE: 70mm X 1cm LOOPS				
<b>Navy-combat trousers</b>	COMBAT PANTS SECURITY BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) <b>MATERIAL:</b> 50%POLYESTER & 50% COTTON. FIELD DRESS WITH DRAW CORD IN TROUSERS LEGS. TWO MAP POCKETS, TWO SIDE POCKETS AND HIP POCKETS. LARGE BELT LOOPS. STITCHED IN CREASES BACK. FULL S.A.B.S SPECIFICATION	44			
<b>Navy rain suits reflecting lemon (top &amp; bottom)</b>	RAIN SUIT REFLECTIVE LIME.	22			

	<p><b>MATERIAL:</b> NYLON TAFETA MATERIAL.  COLOUR: VARIOUS COLOURS SHOULD BE AVAILABLE.  <b>100% WATERPROOF.</b>  <b>JACKET:</b> VELCRO CLOSING CHINESE COLLAR.  HEAVY DUTY NYLON ZIP WITH VELCRO CLOSING STORM FLAP.  BREATHABLE AIR-TEX INNER.  ELASTICATED CUFF WITH VELCRO ADJUSTER.  REFLECTIVE LEVEL 4 VISIBILITY TAPE TRIMMING.  TWO BOTTOM POCKETS WITH VELCRO CLOSING FLAPS.  ELASTICATED MID SECTION FOR</p>				
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	<p>COMFORT OF IT.  ALL STITCHING TAPE  SEALED TO PREVENT  WATER LEAKAGE.  FOLD AWAY CARRY  BAG IN RIGHT  POCKET.  REFLECTIVE  CHECKERBOARD  STRIPS ON FRONT,  BACK, SIDES AND  ARMS.  REFLECTIVE BACK  PANEL:" WMMLM  SECURITY SERVICES"  PRINTED AND NAME  OF THE  ORGANISATION, AND  PROTECTION  SERVICES LOGO ON  THE FRONT LEFT,  INITIAL &amp; SURNAME  ON THE FRONT RIGHT.  <b>TROUSERS:</b>  ELASTICATED WAIST.  ELASTICATED LEG  BOTTOM WITH ZIP  CLOSING GAUNTLET.</p>				
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	REFLECTIVE LEVEL 4 CHECKERBOARD STRIPS ON THE SIDE OF THE TROUSERS. <b>COMPLETE SUIT.</b>				
<b>Navy Lady's skirt with slit</b>	LADIES TRAFFIC BRONZ SKIRTS  PLAIN WEAVE SKIRTS: 35mm X 1cm LOOPS.  A-LINE OR PENCIL.  STYLES FULLY LINED	6			
<b>Navy Combat Cap</b>	COMBAT CAP SECURITY BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED)  POLYCOTTON VELCRO ADJUSTABLE. RE-ENFORCED FRONT BADGE.  LARGE PEAK.  EMBROIDED SECURITY SERVICES LOGO ON THE FRONT	44			

<p><b>Combat belt</b></p>	<p>TACTICAL COMBAT BELT (ALL COLOURS MUST BE AVAILABLE) SECURITY SERVICES LOGO ON BELT BUCKLE</p>	<p>22</p>			
<p><b>Formal belt</b></p>	<p>BELT LEATHER WEB BROWN/BLACK DOUBLE LEATHER BONDED &amp; STITCHED TOGETHER.  BASKET WEAVE FINISH PRESSED INTO LEATHER.  BRASS ROLLER SINGLE PRONG BUCKLE.  BILLET WITH 5 PUNCHED HOLES.  TWO LEATHER LOOPS FITTED TO BELT.</p>	<p>22</p>			
<p><b>Navy Beanies</b></p>	<p>KNITTED BEANIE SECURITY BRONZE (ALL COLOURS MUST</p>	<p>44</p>			

	BE AVAILABLE AS MAY BE REQUESTED)  EMBROIDED SECURITY SERVICES LOGO ON FRONT.				
<b>Arting of new Municipality Security Badge</b>	Security Badge / Emblem/ Insignia (One off)	1			
<b>Light Blue Raised ridge polo golf shirt (combat)</b>	GOLF T SHIRT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE)  100% COTTON  EMBROIDED ON THE FRONT LEFT WITH PROTECTION SERVICES LOGO ON THE LEFT & ON THE FRONT RIGHT INITIALS & SURNAME PRINTED IN YELLOW.	66			
<b>Navy Knee Socks</b>	SOCKS LONG (SECURITY BRONZE)	66			



	BIOGUARD CUSHION FOOT 70% WOOL OR PLAIN FOOT 70% WOOL. OPTI FRESH WOOL BLEND. WINTER				
<b>Panty Stockings</b>	Silky (Mexican silver)	30			
<b>Navy Epaulettes</b>	Plain Navy Epaulettes	40 Navy Epaulettes			
<b>Navy Epaulettes</b>	2 Castle Epaulettes	4 Navy Epaulettes			
<b>Reflectors</b>	<ul style="list-style-type: none"> <li>• Lemon and blue reflective jackets with epaulettes</li> <li>• WMM LM Security Officer at the back</li> <li>• Rubberized Security Chest Badge on the front left</li> <li>• Written initial &amp; surname on the right</li> </ul>	44			

<b>VIP</b>					
<b>PRODUCT DESCRIPTION</b>	<b>QUANTITY</b>	<b>YEAR 1 PRICING</b>	<b>YEAR 2 PRICING</b>	<b>YEAR 3 PRICING</b>	<b>PRODUCT DESCRIPTION</b>
<b>Black leather Combat boots</b>	TACTICAL POLICE COMBAT BOOTS WITH SIDE ZIP BROWN STYLE: CANVAS AND LEATHER UPPERS. LACE UP FRONT WITH ZIP-UP SIDE. BELOWS TONGUE. HEAVY DUTY RUBBER SOLE. LEATHER HEEL PROTECTOR. COMFORTABLE FOOT BED. <b>NO STEEL TOE CAP.</b>	03			
<b>Combat Black VIP pants</b>	COMBAT PANTS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) MATERIAL: 50%POLYESTER & 50% COTTON. FIELD DRESS WITH DRAW CORD IN TROUSERS LEGS. TWO MAP POCKETS, TWO SIDE POCKETS AND HIP POCKETS. LARGE BELT LOOPS. STITCHED IN CREASES BACK.	6			

	FULL S.A.B.S SPECIFICATION				
<b>Black socks</b>	Black formal socks	15			
<b>Black ridge polo golf shirt (combat)</b>	Long & Short Black ridge polo golf shirt embroidered with Municipal logo on the left-hand side and written “VIP Protection” at the back 100% Cotton.	06			
<b>Jackets</b>	Black Jackets (warm)– written- (VIP Protection) at the back with municipal logo in front left and initial & surname QUALITY: 65% POLYESTER & 35% COTTON	03			

<b>POUND</b>					
<b>PRODUCT DESCRIPTION</b>	<b>QUANTITY</b>	<b>YEAR 1 PRICING</b>	<b>YEAR 2 PRICING</b>	<b>YEAR 3 PRICING</b>	<b>PRODUCT DESCRIPTION</b>
<b>65% Reflective work jacket</b>	Fern Green work jacket with 5 pockets - 4 extra-large front pockets and a concealed inner safety chest pocket - increasing the overall pocket space by an impressive 55%. It also features side slits for ease of movement and a longer YKK zip for a more	06			

	comfortable fit. Industrial acid resistant top reflective work jacket reflecting silver arms with name written on the right and Municipal Logo Winnie Madikizela Mandela embroidered on the left.				
<b>Reflective work trouser</b>	Fern Green Industrial work trousers with 5 pockets - 2 in the front, 2 in the back and a concealed inner safety pocket - increasing the overall pocket space by a substantial 35%. The work trousers fit comfortably, with a longer back and front rise, as well as a minimum 17cm length zip. For strength we have placed 30 bar tacks on critical stress points and triple needle lapped seams for extra strength. Green Reflective tape for increased visibility/chemically treated to repel acid splashes, oil and water with name written on the right and Municipal Logo Winnie Madikizela Mandela embroidered on the left.	06			
<b>Women's Jersey</b>	Female long sleeve Janine cardigan knit Melton L J 20	02			

	jersey embroidered municipal logo on the left and name on the right				
<b>Men's Jersey</b>	Cable knit Jersey knitwear from 50/50 acrylic wool blended yarn, created for comfort, warmth and durability embroidered municipal logo on the left and name on the right	04			
<b>Beanie</b>	Anti- polar fleece with municipal Logo 50% wool ,50% acrylic blended yarn for comfort and durability with adjustable folded brim	06			
<b>Socks</b>	Antibacterial treated with re enforced heel and toe for durability	12 pairs			
<b>Men's Gumboots</b>	Shosholoza recycled SABS approved Black General Purpose gumboots	02			
<b>Women's Gumboots</b>	Ladies Black Marina Calf SABS Gumboots	01			
<b>Gumboots Socks</b>	Ribbed gumboots Socks	12Pairs			
<b>Rain suits</b>	Rainproof: Water resistant fluorescent PVC coated fabric with all seams heat sealed / Double needle lapped seam for strength / 50mm JW REFLECT 0717 silver reflective tape for increased visibility / Concealed YKK zip on jacket / Storm cuffs cover concealed elasticised	06			

	cuff for secure fit / Stowaway hood with adjustable draw cord for a snug fit / Clear side panels in hood for improved peripheral vision / Two large concealed front pockets				
<b>Legendary Hats</b>	Fatigue sunhats, metal eyelets for airflow/8cm brim with bound edge for sun protection with Municipal Logo embroidered on the front.	06			
<b>Men's Freezer Jackets</b>	Padded, thin, light weight and warm insulation. Flap over zip, front patch bellows pockets with hand warmer compartment. Insulated detachable hood and flap over zip to keep cold with embroidered municipal logo on the left and name on the right	02			
<b>Women's Freezer Jackets</b>	Padded, thin, light weight and warm insulation. Flap over zip, front patch bellows pockets with hand warmer compartment. Insulated detachable hood and flap over zip to keep cold with embroidered municipal logo on the left and name on the right	01			
<b>Men's Jackets</b>	Premium parka jacket with internal pockets, deep waist pockets with polar fleece for added warmth and storm cuffs concealed ribs. Municipal Logo	02			

	embroided on the left and name written on the right				
<b>Women's Jackets</b>	Classic Melton Lynn jacket with lined pocket Municipal Logo embroided on the left and name on the right	01			
<b>T-Shirts</b>	Ribbed crew neck/feminine stitch detailing/contrast neck binding. Municipal Logo embroided on the left and name on the right .	24			
<b>Safety Boots</b>	Expedition Nubuck boot with leather upper / Rubber toe-bumper for added scuff protection / EVA/Rubber outsole for high durability and heat resistance / Hydro seal waterproof inner lining / Steel shank for torsional rigidity / Hygienic removable cushioned innersole with anti-microbial properties / Anti-penetration	06			
<b>Belts</b>	Full grain Buffalo Brown Legendary Belts with antique roller buckle	03			
<b>Female Formal Trousers</b>	Jade Formal Trousers partly elasticated adjustable waistband pockets with invisible zip.	02			
<b>Dress</b>	Jade/Red silky knit Jasmine dress with elbow sleeve warp KDO1 with Municipal Logo	02			

	embroided on the left and name written on the right				
<b>Overalls</b>	Green Overall with Municipal Logo embroided on the left and name written on the right at the back – Pound	03			

Name of Bidder\_\_\_\_\_

Bid Number\_\_\_\_\_

Closing Date\_\_\_\_\_

Closing Time\_\_\_\_\_

Offer to be valid for\_\_\_\_\_days from the closing date of the bid.

Brand and Model

\_\_\_\_\_

Does the offer comply with the specification(s)?  
specification, indicate deviation(s)

YES/NO If not to

\_\_\_\_\_

Period required for delivery Basis

\_\_\_\_\_

Delivery: Firm /not firm



## (8) CONDITIONS OF TENDER

**ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE.**

- 6.1 No tender will be considered unless emailed to Winnie Madikizela Mandela Municipality on tenders.scm@mbizana.gov.za.
- 6.2 Any portion of the tender document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 6.3 The municipality reserves the right to accept:
  - 6.3.1 the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and municipality is not obliged to accept the lowest or any tender;
  - 6.3.2 a tender which is not substantially or materially different from the tender Specification.
- 6.4 The municipality shall not consider tenders that are received after the closing date and time for such a tender.
- 6.5 The municipality will not be held responsible for any expenses incurred by Tenderer in preparing and submitting tenders.
- 6.6 The municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 6.7 A Tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the municipality after consideration of the reasons for the withdrawal.

6.8 The municipality reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.

6.9 Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendment to the quotation.

#### **6.10 Resolutions and Authorities**

A tender submitted:

**6.10.1** by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorizing the tender to be made and the signatory to sign the tender on the company's behalf **{(16) Authority to Sign Bid Document on page 44 to be completed}**;

**6.10.2** by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorizing the tender to be made and the signatory to sign the tender on the close corporation's behalf **{(16)}**

**Authority to Sign Bid Document on page 44 to be completed};**

6.10.3 by a partnership/consortium/joint venture may not be considered unless accompanied by written from all parties to the partnership/ consortium/ joint venture authorizing the tender to be made and the signatory to sign the tender on the partnership /consortium/ joint venture's behalf.

**6.11 Partnerships/Consortiums/Joint Ventures**

In the case of partnerships/ consortiums/ joint ventures, a copy of the partnership/ consortium/ joint venture agreement must be submitted with the tender document.

**6.12 Validity Period**

6.12.1 Any tender submitted shall remain valid, irrevocable and open for written acceptance by the municipality for **a period of 90days** from the closing date or for such extended period as may be applicable.

6.12.2 The tender amount will not be amended during the afore said validity period.

6.12.3 The aforesaid validity period may be extended by the municipality provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

6.12.4 Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such are quest shall not be considered further in the evaluation process.

6.12.5 In the event that an appeal in terms of the Systems Act 32 of 2000, is received, the validity period of the tender shall be deemed to be extended until finalization of the appeal; unless the bidder has requested in writing that its tender be withdrawn. The provisions in respect of withdrawal asset out in clause 6.8 above will apply to such withdrawal.

6.13 Unauthorized alterations and additions in the nature of statement of interpretation of this bid document must be avoided. If any such amendments are made or if the

bid document is not properly completed, it will cause the bid to be invalid. Any point of difficulty or doubt must be cleared with the municipality. Should any query be found to be of any significance, the municipality will inform all bidders accordingly.

**6.14 Tax clearance**

6.14.1 No award shall be made to a person whose tax matters have not been declared to be in order by the South African Revenue Service (SARS).

6.14.2 Tenderers are the reform required to obtain a valid Tax Clearance Certificate from the local SARS office where such Tenderer is registered for income tax /VAT purposes.

6.15 The municipality will publish the results of this bid on the municipal website.

## 9) GENERAL CONDITIONS OF CONTRACT

### *General Conditions of Contract*

#### **NOTES:**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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



involved until the goods are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise a broad market its good son own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits off re and open competition.
- 1.14 "GCC" mean the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/ or other materials that the supplier

Is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the tender 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 sub contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 1.17 “Local content” means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in tender documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full

end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

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

Applicable non-refundable fee for documents may be charged.

- 3.2 Invitations to Tender are usually published in locally distributed news media and on the Winnie Madikizela Mandela Municipality website.

#### **4. Standards**

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

#### **5. Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection there with, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the Winnie Madikizela Mandela Municipality, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the Winnie Madikizela Mandela Municipality.

## 7. **Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and all be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty(30) days following the date of completion of the supplier's performance obligation under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

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

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analyzed 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 there of, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to with stand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a Period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1.1 As specified ,the supplier may be required to provide any or all of the following materials,



notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

## **15. Warranty**

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. **Prices**

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

## 18. **Variation orders**

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

## 19. **Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

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

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

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

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

## 22. Penalties

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

## 23. Termination for default

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser

Pursuant to GCC Clause 21.2;

- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

## 24. **Anti dumping and counter availing duties and rights**

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amounts or enquired 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 provision all payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## 25. **Force Majeure**

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind what so ever 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, the neither the purchaser nor 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.

## **28. Limitation of Liability**

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

28.2 Not with standing any reference to mediation and/or court proceedings here in,

(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and /or services rendered according to the prescripts of the contract.

28.3 except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause6;

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

b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**



31.1 Every written acceptance of a Tender 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 Tender 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 a foresaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

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

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

#### Transfer of contracts

32.4 The contractor shall not abandon, transfer, cede as sign or sublet a contractor part thereof without the written permission of the purchaser

### 33. Amendment of contracts

33.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions there of 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 amender vary shall be in writing, shall also be in writing.

### 34. Prohibition of restricted practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was /were involved in collusive bidding.

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

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

**(10) DECLARATION FOR PROCUREMENT**

The following must be completed where the tender exceeds R10million (VAT included).

1. Are you by law required to prepare annual financial statements for auditing? YES/NO

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

2. Do you have any outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdue for more than 30 days ?YES/NO

2.1 If NO, this serves to certify that the Tenderer has no outstanding undisputed commitment for Municipal services towards the Municipality or any other service provider in respect of which payment is overdueformorethan30days.

2.2 If YES, provide particulars.

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3. Has any contract/tender been awarded to you by an organ of state during the past five years where any material, non-compliance or dispute concerning the execution of such contract/ tender occurred? YES/NO

3.1 If YES, furnish particulars.

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4. Will any portion of goods or services be sourced from outside the Republic of South Africa, and if so what portion or is it expected that any portion of payment from the Municipality will be transferred out of the Republic? YES/NO

4.1 If YES, furnish particulars.

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I the under signed certified that the information provided on this schedule is correct and accept that the Municipality may act against me should this declaration proves to be false.

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SIGNATURE

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DATE

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NAME OF TENDER

**(11) TRACK RECORD OF TENDERING ENTITY**

The following is a Statement of Work of similar nature recently successfully executed by myself/ourselves: previous letters of appointment need to be attached

Employer	Contact Person and Telephone Number	Nature of Work	Value of Work (inclusive of VAT)	Date Delivered Expected to be Completed

SIGNATURE:.....  
*(of person authorized to sign on behalf of the Bidder)*

DATE:.....

**(12) DEMONSTRATED EXPERIENCE**

<b>NAME OF TENDERING ENTITY</b>	<b>AREA OF SPECIALISATION</b>	<b>RELEVANT EXPERIENCE</b>	<b>EXPERIENCE -FROMDATE to DATE</b>

**(13) AUTHORITY TO SIGN BID DOCUMENT RESOLUTION BY DIRECTORS / MEMBERS:**

**Resolution for completion by Directors (if the Bidder is a (Pty) Ltd or Ltd) or Members (if the Bidder is a CC)**

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

Meeting held at \_\_\_\_\_  
(Place)

On \_\_\_\_\_ (date)

RESOLVED THAT:

1. The Bidder submits a bid to the Winnie Madikizela Mandela Municipality in respect of Bid No: **WMM LM 00051 PPE PS 36M**

2. Mr./Ms \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ and who will sign as follows:

\_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorized to sign the tender and any and all other documents and /or correspondence in connection with and relating to the tender, as well as to sign any contract and or all documentation resulting from the award of the tender.

**Note: The resolution must be signed by all the directors /members of the Tenderer. Should the space provided below not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format?**

No	Name	Capacity	Signature
1			
2			
3			
4			
5			



**(18)COMPANY REGISTRATION CERTIFICATE**

**(19) TAX CLEARANCE CERTIFICATE**

**(20)COMPANY PROFILE**

**(21)BBBEE STATU SLEVEL VERIFICATION CERTIFICATE**

**(22)RATES CLEARANCE CERTIFICATES**

**(23)RECENT REPORT OF CENTRAL SUPPLIER DATA BASE**