



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

EMERGENCY SERVICES DEPARTMENT

TENDER NUMBER:

ES 02 -2025/26

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF PERSONAL PROTECTIVE EQUIPMENT TO THE CITY OF TSHWANE, EMERGENCY SERVICES DEPARTMENT FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE 2025	17	SEPTEMBER
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: EMERGENCY SERVICES DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory Briefing Session	Closing date
ES 02 2025/26	Tender for the supply, delivery and offloading of Personal Protective Equipment to the City of Tshwane, Emergency Services Department for a period of three (3) years as and when required.	Emergency Services Department	Technical enquiries: Louis Lewis 012 358 2020 or louisl@tshwane.gov.za	Not applicable	17 September 2025 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than **10:00am on 17 September 2025**

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Louis Lewis 012 358 2020 or louisl@tshwane.gov.za
- Supply chain enquiries: Oshebeng Leballo (Oshebeng.Leballo@tshwane.gov.za or 012 358 6395)

Bids will remain valid for a period of 90 days after the closing date.

The validity period for the tender after closure is 90 days. The city shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed, By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Johannesburg.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
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.....
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.....
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.....
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We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

..... Signature Signature Signature
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..... Date Date Date
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C. ONE-PERSON BUSINESS

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

..... Signature Date
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D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



EMERGENCY SERVICES DEPARTMENT

BID NAME

Tender for the supply, delivery and offloading of Personal Protective Equipment to the City of Tshwane, Emergency Services Department for a period of three (3) years as and when required.

BID NUMBER

(ES 02-2025-26)

1. BACKGROUND

There is an annual provision in the departmental budget to procure Personal Protective Equipment. Emergency Services personnel require specialised Personal Protective Equipment (PPE) that comply with stringent standards to perform operational duties on emergency incidents. Personnel need to comply with Occupational Health & Safety (OHS) requirements to perform their duties.

2. PROJECT SCOPE

It is the intent of the City of Tshwane that these specifications cover the supply and delivery of Personal Protective Equipment on an as and when required basis for a period of three (3) years.

With a view of obtaining the best results and the most acceptable product for service in the Emergency Services Department, these specifications cover only the general requirements. Minor details of materials where not otherwise specified are left to the discretion of the bidder.

All PPE items shall be new and of the highest quality. They shall be protected from damage; any damaged, flawed or defaced materials shall be rejected and replaced at a cost to the service provider. **NO EXCEPTIONS**

The supplier shall warrant that the materials shall be of the highest grade, in accordance with the best practices and ready and complete for full operation. The contractor shall warrant that all the materials / goods supplied under the contract are new, unused, that

they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier shall further warrant that all materials / goods supplied under tender award shall have no defect, arising from design, materials, or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

To eliminate divided responsibility and service, the full scope, which includes the supply and delivery of PPE items, will be adjudicated and awarded per section. The service providers shall remain responsible for the warranty of the products on offer. The service providers will be using his/her own transport. Delivery and off-loading must be included in the price. NO EXCEPTIONS.

The specifications shall be strictly complied with by all bidders. Exceptions shall be considered if they are deemed equal to or superior to the specifications at the sole discretion of the Municipality, provided they are fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS." Exceptions shall be listed by page and paragraph.

3. DELIVERABLES

SECTION 1: EMERGENCY SERVICES PERSONAL PROTECTIVE EQUIPMENT

ITEM 1.1: STRUCTURAL FIREFIGHTING PROTECTIVE COAT

Description:

Fabric Composition:

54% PBI/44% Para-Aramid/2% Antistat Spun Yarns. The fabric offered shall exceed the minimum requirements of NFPA 1971 (2018 - Latest Edition) in all respects.

Style:

- The outer shell shall be of a single layer construction throughout.
- All seams shall be double stitched.
- The coat shall be of medium length (700 mm for large size).
- The coat shall have a double closure front with 50 mm Velcro and a heavy-duty zip. The zip shall be double stitched.
- There shall be no seams on the shoulders. Sleeves shall feature gussets underneath the armpits to allow for maximum movement.
- The sleeve cuffs shall be reinforced.
- The arms of the coat shall be designed to facilitate the maximum amount of free arm movement.
- Shoulder padding is required. The padding shall consist of a polymer-coated 12evlar with a heat-resistant material sandwiched between the shell and the 12evlar. The padding shall be stitched onto the outer shell using double stitching. Thermal lining is to be provided between patch and fabric.
- Drag Rescue Device (DRD) As per NFPA 1971 (Latest Edition) "Each coat element shall have a DRD installed in the upper torso portion of the element"
- The jacket shall include inverted pleats. Two pleats shall be set in the back of the outer shell and shall start at the shoulder and extend to the middle of the back of the jacket. The liner shall feature a single inverted pleat situated in the upper middle of

the back. If no pleats are supplied, provision shall be made in the design of the coat to allow free movement of the arms without any discomfort.

- The inner jacket shall be attached to the outer jacket by means of heavy-duty rust-free press studs and Velcro with snaps at the arms.
- The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971 (Latest Edition) requirements.
- Two (2) pleated side pockets shall be fitted to the coat. The size of these pockets shall be at least 275 mm x 225 mm with a 75 mm pocket-flap held down by two (2) Velcro squares.
- A radio pocket, approximately 90mm x 150mm x 52mm shall be fitted onto the left chest. The pocket shall be so positioned not to hinder the Breathing Apparatus shoulder straps. The pocket shall feature a pocket flap with an insertion for the antenna. The pocket flap shall be closed with a Velcro square.
- A pocket shall be provided on the left inside of the inner shell. The pocket shall be constructed of the same material as the inner shell with an approximate size of 160 mm x 160 mm and shall feature a Velcro closure strip.
- All pockets shall be of the same material as the outer shell.
- The collar shall be of a double layer of the same material as the outer shell and shall have a layer of the quilted thermal barrier in the center thereof. A storm-flap, constructed the same as the collar, shall be fitted in such a way as to ensure a "Dry Suit".
- Reflective Trims: Retro-reflective fluorescent trims in accordance with the NFPA 1971 (Latest Edition) shall be fitted to the suit. The colour of the trims shall be lime-yellow with a silver strip in the center.
- The wording 'CITY OF TSHWANE EMERGENCY SERVICES' shall be attached as a reflective panel onto the back of the coat.
- Provision for a second panel for rank or designation
- The Departmental Logo of the City of Tshwane Emergency Services shall be embroidered onto both sleeves. A sample of the Logo will be made available for viewing.
- The coat shall be supplied in all sizes: S, M, L, XL, XXL, XXXL

Colour: Khaki

Example:



ITEM 1.2: STRUCTURAL FIREFIGHTING PROTECTIVE TROUSERS

Description:

Fabric Composition:

- 54% PBI/44% Para-Aramid/2% Antistat Spun Yarns. The fabric offered shall exceed the minimum requirements of NFPA 1971 (2018 - Latest Edition) in all respects.

Style:

- The trousers shall be shaped in such a way that it will provide a tailored fit. An elastic band of approximately 50 mm shall be incorporated in the back waist area to gather the trousers in for a more comfortable fit. The trousers shall extend to no less than 150 mm above the waist.
- Super heavy-duty 5-point suspenders shall be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders. The main body of the suspenders shall be constructed of non-elastic webbing.
- The suspenders shall be no less than 50 mm wide. The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment. 50 mm wide elastic webbing shall be stitched into a section in the two front suspender belts to provide elasticity when moving and bending.
- Provision shall be made for a fly flap in the trousers. This fly flap shall be fastened with heavy duty zip with closure lock and a Velcro strip along the entire length. The fly flap shall taper from top to bottom.
- The cuff area of the trouser shall be reinforced.
- The leg ends shall be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell shall be fitted with an elastic band.
- The knee area shall be reinforced padding. The padding shall consist of a polymer-coated evlar with a heat-resistant material sandwiched between the shell and the evlar. The padding shall be stitched onto the outer shell using double stitching. Side pleats to improve bending of the knee movements shall be incorporated in the design of the knee pads
- A large bellow pocket shall be fitted on each upper side of the leg. The pocket shall feature a large closing flap with two Velcro fastening strips. The approximate size of each below pocket shall be 250 mm x 300 mm x 70 mm.
- Reflective Trims: Retro-reflective fluorescent trims in accordance with the NFPA 1971 (Latest Edition) shall be fitted to the suit. The colour of the trims shall be lime-yellow with a silver strip in the center.
- The trouser shall be supplied in all sizes: S, M, L, XL, XXL, XXXL

Colour: Khaki

Example:



ITEM 1.3: MAINTENANCE OF STRUCTURAL FIREFIGHTING PROTECTIVE GEAR

Description:

Prospective bidders should make provision for a local maintenance and repair workshop within the boundaries of the City of Tshwane for maintenance of structural firefighting suits.

Maintenance should comply with the requirements of NFPA 1971 (Latest Edition) in all respects.

Maintenance of structural firefighting protective coat

- 1.3.1 Repair / replace 50mm velcro on coat as a whole
- 1.3.2 Repair / replace of heavy-duty zip
- 1.3.3 Repair / replace shoulder padding
- 1.3.4 Repair / replace drag rescue device
- 1.3.5 Repair / replace outer jacket
- 1.3.6 Repair / replace inner jacket
- 1.3.7 Repair / replace pleated side pockets
- 1.3.8 Repair / replace radio pocket
- 1.3.9 Repair / replace pocket on the left inside of the inner shell
- 1.3.10 Repair / replace reflective trims
- 1.3.11 Lettering/ Embroidery per panel - add names/designations
- 1.3.12 Replace both Flashes

Maintenance of structural firefighting protective trousers

- 1.3.13 Repair / replace outer shell
- 1.3.14 Repair / replace inner shell
- 1.3.15 Repair / replace elastic band
- 1.3.16 Repair / replace suspenders
- 1.3.17 Repair / replace fly flap heavy duty zip
- 1.3.18 Repair / replace knee reinforced padding
- 1.3.19 Repair / replace pockets on each upper side of leg
- 1.3.20 Repair / replace reflective trim

ITEM 1.4: PERSONAL PROTECTIVE EQUIPMENT HYGIENE SERVICES

Description:

General:

Prospective bidders should make provision for a local washing facility within the boundaries of the City of Tshwane for washing and cleaning of structural firefighting suits.

It should be cleaned in accordance with:

- NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.
- NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

- 1.4.1 Marking of Fire suit
- 1.4.2 Marking of Flash hood
- 1.4.3 Washing & drying
- 1.4.4 Packaging and storage
- 1.4.5 Transport (collection and delivery from all 21 Fire stations)

ITEM 1.5: FIREFIGHTING HELMET (TRADITIONAL)

Description:

Bullard **traditional helmet – equivalent or similar**. The helmet shall be designed to help protect the firefighter from head and neck injuries related to structural firefighting activities. The firefighting helmet shall comply with NFPA 1971 (Latest Edition) requirements for heat and impact performance.

The helmet shall be a flared, rear-brim design with a length of 15-5/8", a width of 12-1/4" (at the face shield hardware) and a height of 7".

Style:

- **Shell:**

The shell shall be comprised of a composite fiberglass with a thermo set fire retardant resin.

Color pigment shall be added to the resin as part of the manufacturing process that molds the helmet to maintain appearance by masking chips and scratches that might occur in daily wear and tear.

Hard coat gloss-finish fire retardant polyester powder shall also be applied during the molding process to the outer finish of the helmet. The shell finish shall be available in white and black.

The edge of the composite shell shall have an aluminum reinforced, elastomeric edge beading that is secured at the rear of the brim by a brass clip and D-ring fastened by a brass rivet. The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2013 Section 5-2.4 Heat Resistance (482°C) requirement.

A stamped, embossed, brass sheet front shall be provided in the form of an eagle to be attached by two solid brass bolts and nuts.

The beak of the eagle shall be formed to hold the top of a leather identification shield. Two brass, support arms shall fork and extend downward from the eagle head 3-1/2" from the tip of the eagle beak to form the lower supports for attachment of the leather identification shield. An arched, brass bar shall be attached to the two lower support arms of the eagle to form a cross-bar support. An 8-32 threaded hole shall be provided at the lower support arms of the eagle to accept the two brass screws which hold both the cross-bar support and the leather identification shield.

- **Face shield:**

The face shield shall be a hard-coated PPC material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim. The face shield shall be certified to meet the Standard for Eye and Face Protection. This certification shall

be in addition to compliance with NFPA 1971 (latest edition) requirements for heat and impact performance.

When mounted, the face shield shall permit a minimum retract ability of 90° in the stowed position. The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon hand wheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer and mounting bracket. The face shield hardware shall be tested to NFPA 1971-2013 Section 5-2.5 flame resistance test. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws.

- **Impact Liner System:**

The impact liner shall consist of a urethane foam liner glued to a black high-heat resistant inner shell with a heat deflection temperature > 220° F @ 264 psi. The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use.

The black inner shell shall have four 1" x 3" pieces of adhesive-backed Velcro hook material attached, two to each side, to secure the ear/neck protector at the sides of the inner shell.

- **Crown Strap Suspension System:**

The crown strap suspension system shall be three 3/4" nylon web straps attached to six nylon keys. The keys shall be locked into the lip of the inner shell against the urethane impact liner.

- **Ratchet Headband:**

The helmet shall have a quick-adjustment sizing capability by means of a ratchet adjustment system attached to a heat-resistant nylon headband. The headband shall be attached to the inner shell by four black acetal buttons (two front, two rear). The headband shall have the ability to be raised or lowered inside of the inner shell by location points on the headband.

This adjustment shall not affect the height of the helmet on the firefighter's head. The ratchet portion of the headband shall have a ratchet height adjuster located at the rear of the headband, inside of the inner shell. This ratchet height adjuster shall permit at least 1" of travel by means of three height adjustment keys for proper fit. This independent adjustment component shall have a 3/4" piece of adhesive backed velcro hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.

- **Brow Pad:**

The headband shall be supplied with a fire retardant cotton brow pad, backed with foam cushion padding material at the forehead, which is removable for laundering and replacement. Attachment to the headband with stitching will not be permitted.

- **Chinstrap:**

The chinstrap shall be two pieces of 3/4" black nomex webbing with a super tough nylon quick release buckle and a chrome-plated slide fastener. The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield mounting bracket with two stainless steel screws. The long portion of the chinstrap with the female side of the quick-release

buckle and the slide fastener shall be attached to the left side of the outer shell in the same manner.

When the chinstrap is connected and fully extended, maximum length shall be at least 24" when measured from one anchor block to the opposite anchor block.

- **Ear/Neck Protector:**

The ear/neck protector shall consist of a 6 oz. rip-stop nomex outer shell backed with two layers of FR cotton flannel for comfort and protection. A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell.

When properly attached to the inner shell of the helmet, the ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:

6" from the sides of the helmet brim at the chinstrap.

2. 6-1/2" from the center rear of the helmet brim.

- **Retro-reflective Trim:**

The outer shell shall have 8 pentagon-shaped, fluorescent lime-yellow, retro-reflective markings equidistantly located around the circumference of the dome. The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting. Vinyl based reflective materials will not be considered equal.

Colour: White and Black

Example:



ITEM 1.6: LEATHER FRONT FOR FIREFIGHTING HELMET

Description:

A leather front will also be required showing the "City of Tshwane Emergency Services Department" name, and Departmental logo.

An example of the leather front is available for viewing.

Example:



ITEM 1.7: FACE SHIELD FOR FIREFIGHTING HELMET (TRADITIONAL)

Description:

The face shield shall be a hard-coated PPC material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim. The face shield shall be certified to meet the Standard for Eye and Face Protection. This certification shall be in addition to compliance with NFPA 1971 (latest edition) requirements for heat and impact performance.

When mounted, the face shield shall permit a minimum retract ability of 90° in the stowed position. The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon hand wheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer and mounting bracket. The face shield hardware shall be tested to NFPA 1971-2013 Section 5-2.5 flame resistance test. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws.

Example:



ITEM 1.8: FLASH HOOD

Fabric Composition: Nomex

Style:

- The hood shall meet the requirements of NFPA 1971 (Latest Edition).
- The hood shall proof comfortable to wear.

- All seams shall be twice sewn and flat-stitched with heavyweight 100% Nomex thread.
- The material used shall have a rib-knit construction.
- The material shall offer excellent flame resistance even after repeated washing.
- The construction material shall be breathable and capable of wicking moisture from the skin.
- The material shall be pre-shrunk.
- The face opening shall be oval shaped and elastically reinforced.
- The hood shall protect the face and upper part of the chest, neck and shoulders blades.

Colour: Navy blue

Example:



ITEM 1.9: FIREFIGHTING BOOTS

- Fabric Composition: Rubber with Kevlar / Nomex leg linings. The Firefighting boots shall meet the requirements of NFPA 1971 (Latest Edition).
- Style:
 - The boot shall be constructed of seamless natural rubber. The rubber shall be capable of withstanding temperatures of up to 165 ° C, without losing flexibility or appearance.
 - The rubber shall have the following properties: Water penetration resistance, Chemical resistance, Heat and Flame resistance.
 - The boot shall feature a toe cap of a high abrasion resistance material.
 - Soles: The soles shall be constructed of rubber. The rubber shall be oil/acid and flame resistant. The sole and heel shall be permanently bonded to the welt. The bondage shall be guaranteed not to separate. The soles shall offer the maximum traction and shall be self-cleaning.
 - Safety features: Each boot shall feature a steel toe, - shank and – midsole.
 - The boot shall be electric shock resistant and tested and approved in accordance with the GSA standards from the outsole of a boot.
 - The boot shall feature a padded shin protector.
 - Inside features: The boot shall feature a cushion sponge insole and removable high density polyurethane insole. Kevlar / Nomex leg lining with a minimum thickness of 1.5mm is required.
 - Sizing: Sizes shall range from UK 4 up to 14. Wide fit.

Colour: Black

Example:



ITEM 1.10: MULTI PURPOSE SAFETY BOOTS (USAR)

Description:

- Safety Boot for Multipurpose Fire Fighting use (Forest, Structural, Urban rescue, etc.).
- EN ISO 15090: 2012 standard.

Upper:

- Full black grain leather fire and water resistant, breathable and great abrasion resistance.

Inner lining:

- Four-layer membrane, waterproof and breathable. High abrasion resistance. Blood protection resistance – wide fit

Inner Sole:

- 2 x layers (polyester and open-cell foam). Anatomically preformed, antibacterial (active carbon), great absorption of energy and recovery.

Insole:

- Penetration resistant insole. Similar to Kevlar®

Sole:

- Antistatic, fireproof Rubber nitrile / polyurethane, with double colour external rubber to improve safety visibility and extremely slip resistant, flexible, comfortable, and light.

Toe cap:

- Composite toe cap with external rubber protection. (Lighter, no deformation, temperature isolated)
- Composite ankle protection

Threads:

- Made of Kevlar, double, water & fireproof

Reflective parts:

- Back and side fire resistant 3M® strip.

Closing system:

- Quick release Boa system. Water, ice and mud resistant knobs. Flame resistant according to EN 15090: 2012 standard.

Height: 24-26 cm (±5%)

Weight: 2, 30 Kg (±5%)

Example:



ITEM 1.11: BUNKER GEAR BAG

Fabric Composition:

- The construction material shall be Codura with a minimum weight of 600 g/m². The colour of the Codura shall be Red. To allow for ventilation an airtex panel of approximately 800 mm x 130 mm in size shall be provided in the upper section on each side of the bag. The bag shall meet the requirements of NFPA 1971 (Latest Edition).

Style:

- The carry bag shall have a cylindrical design (duffle bag) with the following dimensions.
- Side Panel Diameter – 400 mm & Length – 800 mm
- A dual closing extra heavy-duty nylon zipper across the entire length of the carry bag shall be provided.
- A separate padded compartment inside the bag for the firefighting helmet
- The bag shall feature the following:
- Two carry handles.
- Two adjustable fastening straps with heavy –duty plastic clips.
- The straps shall be constructed of 50 mm nylon webbing.
- The Badge / Logo: The Emergency Services logo shall be embroidered onto both side panels. The following wording shall be embroidered on both side panels above the logo: Tshwane Emergency Services.

Colour: Red

Example:



ITEM 1.12: REFLECTIVE JACKET

Fabric Composition:

- 150 g/m² Solid 100% Airtex polyester shall meet the requirements of NFPA 1971 (Latest Edition).

Style:

- A Jacket with a collar type waistcoat design featuring jumbo arm gussets is required.
- All seams shall be worked with bias-binding to give a smooth finish.
- The vest shall feature a 700 mm front nylon zipper closure. The zip shall be of the open-end type.
- The waistband shall be elasticised and shall have a minimum width of 40 mm.
- 50 mm of 3M -8710 or similar quality silver reflective luminous striping shall feature across the front lower chest and around the waist area of the jacket.
- 10 mm of 3M -8710 or similar quality silver reflective luminous striping shall feature on the collar.
- 2 x Retro Reflective Panels on Back in 75 mm letters to Read "CITY OF TSHWANE EMERGENCY SERVICES". Second Reflective panel to cater for rank/designation
- Retro Reflective Panels on Front in 40 mm letters to Read: "CITY OF TSHWANE EMERGENCY SERVICES"
- An example can be made available for viewing
- The size range shall be S, M, L, XL, XXL, XXXL

Colour: Bright orange fluorescent coloured.

Example:



ITEM 1.13: FIREFIGHTING GLOVES

Fabric Composition: 65/35 Poly/Cotton 170 g/m2

Style:

- The gloves on offer shall be certified to meet the requirements of NFPA 1971 – (Latest Edition) for Structure Fire Fighting Standard.
- The glove on offer shall be flame resistant and must provide blister protection burns. The glove shall have a 5200psi tensile strength and a TPP rating of not less than 18.8.
- The glove shall be manufactured with a specially formulated polyurethane insert that has a melting point of 400F. The glove shall be waterproof, breathable and provide superior liquid penetration resistance against blood, body fluids and common chemicals.
- The glove must be made of a soft, durable leather to provide comfort and reduce hand fatigue. The glove must have an extra leather shall for palm protection and Kevlar stitched.
- Sizes: Small to extra large

Colour: Black

Example:



ITEM 1.14: EXTRICATION GLOVES

Fabric Composition: Kevlar /Nylon

Style:

- The glove on offer shall be certified to meet the requirements of NFPA 1971 - Latest Edition.
- The extrication rescue glove shall have a sewn in flame, cut, puncture, thermal and abrasion resistant liner. Inside shall be a thinner layer of Kovenex, the same thermal layer which will provide a level of flash protection allowing to remove hands from a dangerous object as quickly as possible.
- The palm and knuckle areas shall be constructed from premium synthetic leather and strategically placed wear pads.
- The glove shall be finished with a high dexterity outer shell with double stitched extremely flexible diamond profile rubber wear pads. The thermal liner and exterior shall be stitched together to increase the strength of the seams to extend the life of the glove.
- Sizes: Small to extra large

Colour: Black

Example:



ITEM 1.15: RESCUE SUIT

Fabric Composition:

The fabric for the suit shall withstand at least 300 cycles on the Taber Abrasion Machine without the material holing (90% of material weight retained).

The TPP (Thermal Protective Performance) shall be no less than 30 cal/cm².

The tensile strength of the material after 5 seconds TTP exposure shall not be less than 65 kg in warp and fill.

Only yarns guaranteed by the manufacturer to 260° C and SANS/NFPA certified shall be used.

All raw edges and seams shall be overlooked by using at least five (5) strands of yarns.

Style:

- The complete suit shall be manufactured from a flame and char resistant material. A material that complies with the NFPA 1971 (Latest Edition) codes is applicable.
- The suit shall consist of a coat and trousers. Each garment shall consist of only an outer shell single layer construction material.

Coat:

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

Pockets

- Two (2) pleated pockets shall be fitted to the coat. The size of these pockets shall be 275 mm x 225 mm with a 75 mm pocket-flap held down by two (2) Velcro squares.
- Each jacket shall have a pocket designed to carry a helmet torch. The measurement of the torch is approximately 170 mm long x 50 mm diameter. The pocket shall be of a box type construction and shall have a drainage eyelid in the bottom. The pocket shall be closed off with a pocket-flap fastened with a Velcro square. The flashlight pocket shall be next to the right hand side pocket.

- A radio pocket shall be fitted onto the left chest. The pocket shall be so positioned not to hinder the Breathing Apparatus shoulder straps. The pocket shall feature a pocket flap with an insertion for the antenna. The pocket flap shall be closed with a Velcro square.
- A microphone strap shall be mounted horizontally high up on the chest for easy access. The strap shall be approximately 50 mm long. The strap shall be sewn to the coat at the ends only.
- All pockets shall be of the same material as the outer shell.

Protective trousers

- The trousers shall be shaped in such a way that it will provide a tailored fit.
- The trousers shall feature an elasticated waistband.
- Super heavy-duty suspenders shall be permanently fitted to the trousers.
- A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders.
- The main body of the suspenders shall be constructed of non-elastic webbing.
- The suspenders shall be no less than 50 mm wide.
- The suspenders shall be equipped with two non-slip thermo-plastic slide fasteners for adjustment.
- On the back 50 mm wide elastic webbing shall be stitched to the non-elastic webbing.
- The left and right suspender belt shall be connected with 50 mm elastic webbing at the back. The cuff area of the trouser shall be reinforced.
- The leg ends shall be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell shall be fitted with an elastic band.
- The knee area shall be reinforced.
- Reflective trims
- Retro-reflective fluorescent trims in accordance with the NFPA 1971 (Latest Edition) shall be fitted to the suit.
- All trims shall be 3M type 9487
- The trims shall be 50 mm wide throughout.
- All trims shall be double stitched.
- The colour of the trims shall be lime-yellow with a silver strip in the center.

Logo

- The Departmental Logo of “The City of Tshwane Emergency Services” shall be embroidered onto both sleeves of the Jacket. A sample of the logo is available for viewing.
- The wording: ‘CITY OF TSHWANE EMERGENCY SERVICES’ shall be attached as a panel onto the back of the coat in reflective letters.
- The suits shall be made in seven (7) sizes labeled: Small, Medium, Large, X-Large, XX-Large, XXX-Large and Special Size.

Embroidery:

- The Departmental Logo of City of The City of Tshwane Emergency Services shall be embroidered onto both sleeves of the Jacket. A sample of the logo is available for viewing.
- The wording ‘CITY OF TSHWANE EMERGENCY SERVICES’ shall be attached as a panel onto the back of the coat in reflective letters.

Colour: Navy Blue

Example:



ITEM 1.16: GRASSFIRE SUIT

Fabric Composition:

- A Single layer suit of 40% NOMEX and 60% KEVLAR material designed for high stress activities. The Material degradation temperature shall be not less than (°F) 1020, tested with vertical flammability test.
- The material weight shall be 7.5 oz. and shall be NFPA 1971-Latest Edition Certified.

Style:

- The suit shall be extremely flexible in its application.
- The suit shall consist of a jacket with double closing system, two pockets and Nomex Cuffs at the end of the sleeves.
- The Trouser shall have straps and elastic at the bottoms with reflective stripes above the knees.
- The material shall be rip-stop weaved, to prevent tearing.
- 3M Reflective tape shall be placed on the arms as well as in the middle of the jacket.

Logo

- The Departmental Logo of “The City of Tshwane Emergency Services” shall be embroidered onto both sleeves of the Jacket. A sample of the logo is available for viewing.
- The wording: ‘CITY OF TSHWANE EMERGENCY SERVICES’ shall be attached as a panel onto the back of the coat in reflective letters.
- The suits shall be made in seven (7) sizes labeled: Small, Medium, Large, X-Large, XX-Large, XXX-Large and Special Size.

Embroidery:

- The Departmental Logo of City of The City of Tshwane Emergency Services shall be embroidered onto both sleeves of the Jacket. A sample of the logo is available for viewing.
- The wording ‘CITY OF TSHWANE EMERGENCY SERVICES’ shall be attached as a panel onto the back of the coat in reflective letters.

Colour: Charcoal

Example:



ITEM 1.17: RAIN SUIT

Jacket:

Orange and black waist length jacket that is waterproof, breathable and has silver trim.

- Waterproof/breathable Barrier Fabric Shell
- Reflective Accent Fabric
- Three in One Jacket System Design
- Removable SX Soft Shell Liner Jacket Included
- Lower Inverted Pleat Pockets with Mitered Flaps
- Zippered Cross draw Chest Pockets
- Two-way pockets with fleece lined hand warmers
- Adjustable Cuff with elasticized Under Cuff
- Concealed Hood with Hook and Loop Storm Closure
- Mic tabs on both shoulders
- Waist length with extended tail
- Drop Shipped Directly from Manufacturer
 - City of Tshwane Emergency Services printed on the back in Silver reflective lettering
 - Sizes: Small to 3 XL

Example:



Trousers:

Waterproof Breathable Rain pants with Orange and black /Silver Trim and have been tested and classified by Underwriters Laboratories.

- Durable waterproof/breathable fabric
- Outer shell tri-laminate barrier construction
- NFPA 1999, certified to stop blood borne pathogens
- Elasticized waistband with drawstring and barrel clip adjusters
- Large cargo pockets on both thighs with flap closures
- 2" Reflective Silver material below each knee
- Zippered cuff for easy on and off

Example:



ITEM 1.18: FIRE GOGGLES

General:

Complies with NFPA 1977 – Wildland Fire performance requirements

Style:

- High temperature materials tested 350°F
- Non vented, sealed dual scratch-resistant and anti-fog lens
- UV absorbing polycarbonate clear lens
- Extra wide peripheral vision
- Comfortable soft closed cell foam for seal against smoke, debris and liquids •
- Fits over prescription eyewear
- Flame retardant cloth strap that's easy adjustable

Colour: Black

Example:



ITEM 1.19: FIRE MASK AND FILTER

Fabric composition:

Nomex - 1050° heat rating - Complies with NFPA 1977 – Wildland Fire performance requirements

Style:

- Knitted hood material that carries 1050° heat rating
- Cup shape mask with carbon filter protection against smoke, dust and hazardous gases common to Wildland fires.
- Elastic head band for comfortable and secure fit with aluminum nose piece
- Flexible and adjustable nose piece
- Exhalation valve for reduced build-up of heat and moisture inside the mask
- Soft material for high wearing comfort

Example:



ITEM 1.20: EAR PLUGS

Fabric Composition:

Soft foam plugs.

Style:

- Disposable ear plugs that protect against noises at or exceeding 25 decibels
- Expands slowly to fit most ear canals comfortably
- Shaped, self-adjusting provides a comfortable low-pressure seal.
- Non-irritating tapered and demagogically safe.
- Each pair is individually wrapped for your protection.

ITEM 1.21: RE-USABLE MASK (TWIN FILTER)

Features:

- Economical,
- Low maintenance,
- Simple to handle and
- Extremely lightweight.
- Twin filter design for even distribution of weight and minimal obstruction to field of vision and bayonet connection fitting system to a broad range of filters to protect against gases, vapours and particulates.

TECHNICAL SPECIFICATION

- Reusable half masks designed for simplicity
- Cradle head harness and easy fasten neck strap
- Lightweight elastomeric material for comfort during long periods of work
- Low profile design minimises interference with field of view
- Drop Shipped Directly from Manufacturer
- Size – Medium - XLarge
- Twin filter design for even distribution of weight and minimal obstruction to field of vision
- Bayonet connection fitting system to a broad range of filters to protect against gases, vapours and particulates
- Can be used with 3M™ Supplied Air Systems for your increased convenience and flexibility

Colour: Black

Example:



ITEM 1.22: COVERALL SUIT

Coverall White Type



Application:

Patient care and other healthcare settings, EMT and other emergency response support, lab and diagnostic services, pharmacy work, autopsies, mortuary services.

Fabric Composition:

The garments are manufactured from a unique, non-woven, anti-static polyethylene material which is resistant to penetration by a wide range of chemicals and airborne particles. 5-layered breathable and lightweight [43gsm] material.

Fabric passes both ASTM F1671 blood and viral penetration tests. The coverall shall come with 3 boot covers.

Specifications:

1149-5 - Electrostatic Properties EN 13034:2005+A1:2009 Type 6 Liquid
Splash EN 14126 - Infective Agents (Biohazard) EN 14605:2005+A1:2009

- High-performance, breathable protection for a wide range of healthcare and emergency response situations.
- Single-use garment certified to NFPA 1999, while also meeting OSHA and CDC guidelines for biohazard exposure.
- passing the ASTM F1671 blood and viral penetration tests
- Microporous fabric that offers increased comfort due to its high moisture vapor transmission rate (MVTR).
- Protects against infected blood and body fluids and other biohazards.
- Finger loop attached to sleeve enhances comfort and protection.
- Not made with natural rubber latex.
- Knitted cuffs with elasticated wrists and ankles
- Zip front
- Sizes: Small to 3XL
- 2-way zipper with sealable tab on storm flap
- 3-panel hood for compatibility



SECTION 2: WILDLAND FIREFIGHTING PROTECTIVE EQUIPMENT

ITEM 2.1: WILDLAND FIREFIGHTING SHIRT

Complies with NFPA 1977 – Wildland Fire performance requirements

Fabric Composition:
Rip stop woven fabric

Style:

- Heat, flame, liquid, chemical, tear and shrink resistant material
- Anti-static for explosion risk

Colour: Navy Blue

The size range shall be S, M, L, XL, XXL, XXXL

Example:



ITEM 2.2: WILDLAND FIREFIGHTING TROUSERS

Complies with NFPA 1977 – Wildland Fire performance requirements

Fabric Composition:
Rip stop woven fabric

Style:

- Heat, flame, liquid, chemical, tear and shrink resistant material
- Anti-static for explosion risk

Colour: Navy Blue

The size range shall be S, M, L, XL, XXL, XXXL

Example:



ITEM 2.3: WILDLAND FIREFIGHTING HELMET

Fabric Composition:
High heat Thermoplastic - Complies with NFPA 1977 – Wildland Fire performance requirement.

Style:

- Full brim hat style
- Goggle retainer clips for securing eye protection
- Reflective stripes for increasing wearer visibility
- Seamless suspension straps
- Leather ratchet cover
- Chin strap

Colour: Yellow

Example:



ITEM 2.4: WILDLAND FIREFIGHTING BOOTS

Fabric Composition:
Leather

Complies with NFPA 1977 – Wildland Fire performance requirement.

Style:

- Heat, acid, water and slip resistant
- Lace up safety boot with toe and ankle protection

Colour: Black

The size range shall be 6 to size 13

Example:



ITEM 2.5: WILDLAND FIREFIGHTING GLOVES

Fabric Composition:
100% full grain cowhide leather

Complies with NFPA 1977 – Wildland Fire performance requirement.

- Heat resistant

Colour: Black

Example:



SECTION 3: FIRST RESPONDER BODY ARMOUR PROTECTIVE EQUIPMENT

ITEM 3.1: BODY ARMOUR VEST WITH MOLLE ATTACHMENTS - MALE

Front:



General:

- General purpose body armour (vest-type) is required for use by emergency personnel during operations that protect against bullets, knives, syringes, glass and bow and arrow.
- Body armour vest with Molle strips to accommodate attachments.

Fabric Composition:

- Ultra-high-molecular-weight polyethylene (UHMWPE) strong textile bulletproof material should be used.
- The ballistic material must not be sensitive to moisture.

Rear:



Pocket:



Specification:

- Each body armour vest shall protect against bullets and all lesser threat levels.
- Vests must be Level IIIA and National Institute of Justice Standard (NIJ-0101.06 tested.) Up to and including .44 MAG 240 gram SJHP ammunition.
- Body armour vest must be manufactured in accordance with the NIJ, SANS 1658:2007 Standard.
- Front and Back panels to be embroidered by means of "strike face - back" method
- The material shall be black in colour.
- The material shall be thoroughly scoured and shall be free from imperfections.
- The MOLLE strips need to be double stitched (Horizontally and vertically) in +- 40mm increments to accommodate a variety of custom attachments

Outer cover:

- Provision for four custom attachments to be fitted to the front of the vest.
- Each attachment has two straps at the back that would feed through the MOLLE and fasten with two clips.

Weight:

Maximum weight of Bullet resistant vest

- Small 2.5kg (without pockets)
- Medium 2.5kg (without pockets)
- Large 2.5kg (without pockets)

- X Large 2.8kg (without pockets)
- 2X Large 3.1kg (without pockets)

Customized specifications

- Front, back and side ballistic protection
 - Full Velcro side closure
 - Machine washable outer covers
 - Padded shoulder straps
 - Adjustable shoulder straps
 - Six-point adjustment
 - Wording “City of Tshwane Emergency Service” to be screen printed in Pantone – 136 C yellow, 50 mm in height on vest (positioning of wording to be indicated after awarding of bid to successful bidder)
 - User manual and care instruction booklet must be included
 - Carry bag must be included

Size and Dimensions

- The ballistic material use should not be sensitive to moisture and encased in a water resistant material.
- Vests should have soft removable panels.
- Must be Stab and Needle Puncture resistance
- The Vest, Soft Body Armour to this specification shall be supplied in the sizes specified by the ESD and to the dimensions given in centimeter(cm)

Small			
Chest	Front length	Back Length	Waist
86-96	33	43.2	71.1
Medium			
Chest	Front length	Back Length	Waist
96-109	35.6	45.7	81.3
Large			
Chest	Front length	Back Length	Waist
109-116	36.1	48.3	91.4
X Large			
Chest	Front length	Back Length	Waist
116-122	40.6	50.8	101.6
2X Large			
Chest	Front length	Back Length	Waist
122-127	122-127	52.1	111.8

Care and Instruction Label

- Each part of the body armour vest must have a care and instruction label permanently attached to the outer surface of the vest by such means as thermo-welding, heat-sealing, etc.
- Instructions indelibly and permanently printed, in English.
- The date of manufacture will be in the MM/YYYY numerical format. The label will include English washing instructions.

Colour: Black

ITEM 3.2: BODY ARMOUR VEST WITH MOLLE ATTACHMENTS – FEMALE

- Body armour vest should be the same standard specified as per Item 31 but female specific.
- Certification of Compliance must be provided.

Care and Instruction Label

- Each part of the bulletproof vest must have a care and instruction label permanently attached to the outer surface of the vest by such means as thermo-welding, heat-sealing, etc.
- Instructions indelibly and permanently printed, in English.
- The date of manufacture will be in the MM/YYYY numerical format. The label will include English washing instructions

Colour: Black

ITEM 3.3: PROTECTION GLOVES

- High Performance glove for emergency personnel where high cut, stab, needle puncture and sharp object resistance is a requirement
- The glove should have a good impact resistance characteristic and protect against mechanical risks.
- Gloves must be abrasion resistant
- Gloves should be soft and of the highest quality with Articulated fingers and index finger comfort and agility.
- Glove should be constructed of Black kevlar reinforced lining in the hand. Metal mesh technology in the palm and fingertips protection.

Glove size:

size	6	7	8	9	10	11
length	220	230	240	250	260	270

Colour: Black

ITEM 3.4: HEAD PROTECTION



- General purpose helmet PASGT (Personnel Armour System for Ground Troops)
- Weight: approximately 1.3 kg

- Fully adjustable harness system that can be released and removed.
- Fully adjustable nape pad to accommodate variety of head lengths
- 3-point chin strap
- Size: medium or large
- Protection level: up to NIJ level III A
- Material: Aramid/ Kevlar fiber impregnate with thermal plastic resin matrix
- Ballistic Area: Surface area minimum 1250 cm²
- Helmet edges must be covered with low profile neoprene rubber extrusion
- Packing: poly bag for helmet

4. STAGES OF EVALUATION

This bid will be evaluated in three evaluation stages namely:

- **Stage 1:** Administrative compliance
- **Stage 2:** Mandatory requirements
- **Stage 3:** Preference Points System

Stage 1: Administrative compliance

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none"> • Tax compliance status PIN. or • Central Supplier Database (CSD) 		Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed by (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, or non-submission of the MBD forms, will be considered)?
f) Audited Financial Statements for the most recent three (3) years or Audited Financial Statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor) Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		<p>Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified.</p> <p>Bidder will be disqualified should they make corrections on the price schedule without attaching a signature or initialising thereto.</p> <p>Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.</p>

Stage 2: Mandatory requirements

Bidders must provide two reference letters or appointment letters or purchasing orders not older than 5 years for similar work done for other clients indicating the description of the goods or services provided on the letterhead containing contact details of the client.

Stage 3: Preference Points System

The preferential point system used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

- 80 points for price
- 20 points for Specific goals

SPECIFIC GOALS

- Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 80 for price only and zero (0) points out of 20 for specific goals.
- Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women- owned companies	2 Points	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B- BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s <u>and</u> proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

5. PRICING SCHEDULE

General

The descriptions in this Price Schedule shall be read in conjunction with the specification.

The unit price for each item in the Price Schedules shall include supply and delivery for all materials, labour, profit, transport, etc.

The bid is to be awarded on an as and when required basis for a period of three years. Items must be priced individually at a cost per unit price. However, for evaluation purposes, the tender will be awarded to the highest scoring bidder at the total price per section.

The City of Tshwane reserves the right to request for conformity certification on delivery (manufacture/laboratory) where such a product is required to meet standards.

Pricing Schedule

ITEM	DESCRIPTION	Material Number	SIZE	UNIT	UNIT PRICE
SECTION 1	EMERGENCY SERVICES PERSONAL PROTECTIVE EQUIPMENT				
ITEM 1.1	Structural firefighting protective coat				
Item 1.1.1	Structural firefighting protective coat	100000002948	S	1	
Item 1.1.2	Structural firefighting protective coat	100000002947	M	1	
Item 1.1.3	Structural firefighting protective coat	100000002946	L	1	
Item 1.1.4	Structural firefighting protective coat	100000002941	XL	1	
Item 1.1.5	Structural firefighting protective coat	100000002942	XXL	1	
Item 1.1.6	Structural firefighting protective coat	100000002943	XXXL	1	
ITEM 1.2	Structural firefighting protective trousers				
Item 1.2.1	Structural firefighting protective trousers	1000000020104	S	1	
Item 1.2.2	Structural firefighting protective trousers	100000003204	M	1	
Item 1.2.3	Structural firefighting protective trousers	100000003203	L	1	
Item 1.2.4	Structural firefighting protective trousers	100000003200	XL	1	
Item 1.2.5	Structural firefighting protective trousers	100000003201	XXL	1	
Item 1.2.6	Structural firefighting protective trousers	100000003202	XXXL	1	
ITEM 1.3	MAINTENANCE OF STRUCTURAL FIREFIGHTING JACKET				
Item 1.3.1	Repair /Replace 50mm Velcro on coat as whole	3035617	n/a	1	

ITEM	DESCRIPTION	Material Number	SIZE	UNIT	UNIT PRICE
Item 1.3.2	Repair /Replace heavy duty zip	3035618	n/a	1	
Item 1.3.3	Repair /Replace shoulder padding	3035619	n/a	1	
Item 1.3.4	Repair /Replace drag device	3035620	n/a	1	
Item 1.3.5	Repair /Replace outer jacket	3035621	n/a	1	
Item 1.3.6	Repair /Replace inner jacket	3035622	n/a	1	
Item 1.3.7	Repair /Replace pleated side pockets	3035623	n/a	1	
Item 1.3.8	Repair /Replace radio pocket	3035624	n/a	1	
Item 1.3.9	Repair /Replace pocket on the left inside of inner shell	3035625	n/a	1	
Item 1.3.10	Repair /Replace reflective trims	3035626	n/a	1	
Item 1.3.11	Embroidery per panel/ add names/designations	3035627	n/a	1	
Item 1.3.12	Replace both shoulder flashes	3035628	n/a	1	
MAINTENANCE OF STRUCTURAL FIREFIGHTING TROUSER					
Item 1.3.13	Repair /Replace outer shell	3035629	n/a	1	
Item 1.3.14	Repair /Replace inner shell	3035630	n/a	1	
Item 1.3.15	Repair /Replace elastic band	3035631	n/a	1	
Item 1.3.16	Repair /Replace suspenders	3035632	n/a	1	
Item 1.3.17	Repair /Replace fly flap Velcro	3035633	n/a	1	
Item 1.3.18	Repair /Replace knee reinforced padding	3035634	n/a	1	
Item 1.3.19	Repair /Replace pockets on each upper side of leg	3035635	n/a	1	
Item 1.3.20	Repair /Replace reflective trims	3035636	n/a	1	

ITEM	DESCRIPTION	Material Number	SIZE	UNIT	UNIT PRICE
ITEM 1.4	PERSONAL PROTECTIVE EQUIPMENT HYGIENE SERVICES				
Item 1.4.1	Marking of Fire suit	3035637	n/a	1	
Item 1.4.2	Marking of Flash hood	3035638	n/a	1	
Item 1.4.3	Washing & drying	3035639	n/a	1	
Item 1.4.4	Packaging and storage	3035640	n/a	1	
Item 1.4.5	Transport (collection and delivery)	3035641	n/a	1	
ITEM 1.5	OTHER PERSONAL PROTECTIVE EQUIPMENT				
Item 1.5	Firefighting Helmet				
Item 1.5.1	Firefighting Helmet (white)	100000002908	n/a	1	
Item 1.5.2	Firefighting Helmet (black)	200000039158	n/a	1	
Item 1.6	Leather front for firefighting helmet	200000039159	n/a	1	
Item 1.7	Face shield for firefighting helmet	200000039160	n/a	1	
Item 1.8	Flash hood	200000039161	n/a	1	
Item 1.9	Firefighting boots				
Item 1.9.1	Firefighting boots	100000021662	4	1	
Item 1.9.2	Firefighting boots	100000021139	5	1	
Item 1.9.3	Firefighting boots	100000002773	6	1	
Item 1.9.4	Firefighting boots	100000002775	7	1	
Item 1.9.5	Firefighting boots	100000002776	8	1	
Item 1.9.6	Firefighting boots	100000002777	9	1	
Item 1.9.7	Firefighting boots	100000002778	10	1	
Item 1.9.8	Firefighting boots	100000002779	11	1	
Item 1.9.9	Firefighting boots	100000002780	12	1	
Item 1.9.10	Firefighting boots	100000002781	13	1	
Item 1.9.11	Firefighting boots	100000002782	14	1	
Item 1.10	Multi-Purpose Safety Boots (USAR)				
Item 1.10.1	Multi-Purpose Safety Boots (USAR)	200000045398	4	1	
Item 1.10.2	Multi-Purpose Safety Boots (USAR)	200000045399	5	1	
Item 1.10.3	Multi-Purpose Safety Boots (USAR)	200000045400	6	1	
Item 1.10.4	Multi-Purpose Safety Boots (USAR)	200000045401	7	1	
Item 1.10.5	Multi-Purpose Safety Boots (USAR)	200000045402	8	1	
Item 1.10.6	Multi-Purpose Safety Boots (USAR)	200000045403	9	1	

ITEM	DESCRIPTION	Material Number	SIZE	UNIT	UNIT PRICE
Item 1.10.7	Multi-Purpose Safety Boots (USAR)	200000045404	10	1	
Item 1.10.8	Multi-Purpose Safety Boots (USAR)	200000045405	11	1	
Item 1.10.9	Multi-Purpose Safety Boots (USAR)	200000045406	12	1	
Item 1.10.10	Multi-Purpose Safety Boots (USAR)	200000045407	13	1	
Item 1.10.11	Multi-Purpose Safety Boots (USAR)	200000039163	14	1	
Item 1.11	Bunker gear bag	200000039163	n/a	1	
Item 1.12	Reflective jacket				
Item 1.12.1	Reflective jacket	100000023659	S	1	
Item 1.12.2	Reflective jacket	100000023660	M	1	
Item 1.12.3	Reflective jacket	100000023661	L	1	
Item 1.12.4	Reflective jacket	100000023662	XL	1	
Item 1.12.5	Reflective jacket	100000023663	XXL	1	
Item 1.12.6	Reflective jacket	100000023664	XXXL	1	
Item 1.12.7	Reflective jacket	100000023665	XXXXL	1	
Item 1.12.8	Reflective jacket	100000023666	XXXXXL	1	
Item 1.13	Firefighting gloves				
Item 1.13.1	Firefighting gloves	200000045408	S	1	
Item 1.13.2	Firefighting gloves	100000002885	M	1	
Item 1.13.3	Firefighting gloves	100000002884	L	1	
Item 1.13.4	Firefighting gloves	100000002883	XL	1	
Item 1.13.5	Firefighting gloves	100000002881	XXL	1	
Item 1.13.6	Firefighting gloves	100000002882	XXXL	1	
Item 1.14	Extrication gloves				
Item 1.14.1	Extrication gloves	100000002892	S	1	
Item 1.14.2	Extrication gloves	100000002891	M	1	
Item 1.14.3	Extrication gloves	100000002890	L	1	
Item 1.14.4	Extrication gloves	100000002893	XL	1	
Item 1.14.5	Extrication gloves	100000002894	XXL	1	
Item 1.15	Rescue suit				
Item 1.15.1	Rescue suit	200000045409	S	1	
Item 1.15.2	Rescue suit	200000045410	M	1	
Item 1.15.3	Rescue suit	200000045411	L	1	
Item 1.15.4	Rescue suit	200000045412	XL	1	
Item 1.15.5	Rescue suit	200000045413	XXL	1	
Item 1.15.6	Rescue suit	200000045414	XXXL	1	

Item 1.16	Grass Fire suit				
Item 1.16.1	Grass Fire suit	200000045415	S	1	
Item 1.16.2	Grass Fire suit	200000045416	M	1	
Item 1.16.3	Grass Fire suit	200000045417	L	1	
Item 1.16.4	Grass Fire suit	200000045418	XL	1	
Item 1.16.5	Grass Fire suit	200000045419	XXL	1	
Item 1.16.6	Grass Fire suit	200000045420	XXXL	1	
Item 1.16.7	Grass Fire suit	200000045421	XXXXL	1	
Item 1.17	Rain suit				
Item 1.17.1	Rain suit	200000045422	S	1	
Item 1.17.2	Rain suit	200000025395	M	1	
Item 1.17.3	Rain suit	200000025396	L	1	
Item 1.17.4	Rain suit	200000025397	XL	1	
Item 1.17.5	Rain suit	200000025398	XXL	1	
Item 1.17.6	Rain suit	200000025399	XXXL	1	
Item 1.18	Fire goggles	200000039166	n/a	1	
Item 1.19	Fire mask and filter	200000039167	n/a	1	
Item 1.20	Ear plugs (Box of 100)	200000039168	n/a	1	
Item 1.21	Reusable Mask (Twin filter)	200000039169	n/a	1	
Item 1.22	Coverall Suit				
Item 1.22.1	Coverall Suit	200000045423	S	1	
Item 1.22.2	Coverall Suit	200000045424	M	1	
Item 1.22.3	Coverall Suit	200000045425	L	1	
Item 1.22.4	Coverall Suit	200000045426	XL	1	
Item 1.22.5	Coverall Suit	200000045427	XXL	1	
Item 1.22.6	Coverall Suit	200000045428	XXXL	1	
TOTAL EXCLUDE VAT					
VAT					
TOTAL INCLUDE VAT					
SECTION 2	WILDLAND FIREFIGHTING EQUIPMENT & ACCESSORIES				
Item 2.1	Wildland firefighting shirt				
Item 2.1.1	Wildland firefighting shirt	200000045429	S	1	
Item 2.1.2	Wildland firefighting shirt	200000045430	M	1	
Item 2.1.3	Wildland firefighting shirt	200000045431	L	1	

Item 2.1.4	Wildland firefighting shirt	200000045432	XL	1	
Item 2.1.5	Wildland firefighting shirt	200000045433	XXL	1	
Item 2.1.6	Wildland firefighting shirt	200000045434	XXXL	1	
Item 2.2	Wildland firefighting trousers				
Item 2.2.1	Wildland firefighting trousers	200000045435	S	1	
Item 2.2.2	Wildland firefighting trousers	200000045436	M	1	
Item 2.2.3	Wildland firefighting trousers	200000045437	L	1	
Item 2.2.4	Wildland firefighting trousers	200000045438	XL	1	
Item 2.2.5	Wildland firefighting trousers	200000045439	XXL	1	
Item 2.2.6	Wildland firefighting trousers	200000045440	XXXL	1	
Item 2.3	Wildland firefighting helmet	200000039174	n/a	1	
Item 2.4	Wildland firefighting boots				
Item 2.4.1	Wildland firefighting boots	200000045441	6	1	
Item 2.4.2	Wildland firefighting boots	200000045442	7	1	
Item 2.4.3	Wildland firefighting boots	200000045443	8	1	
Item 2.4.4	Wildland firefighting boots	200000045444	9	1	
Item 2.4.5	Wildland firefighting boots	200000045445	10	1	
Item 2.4.6	Wildland firefighting boots	200000045446	11	1	
Item 2.4.7	Wildland firefighting boots	200000045447	12	1	
Item 2.4.8	Wildland firefighting boots	200000045448	13	1	
Item 2.5	Wildland firefighting gloves	200000039176	n/a	1	
TOTAL EXCLUDE VAT					
VAT					
TOTAL INCLUDE VAT					
SECTION 3	FIRST RESPONDER BODY ARMOUR PROTECTIVE EQUIPMENT				
Item 3.1	Body Armour jacket/ vest - Male				
Item 3.1.1	Body Armour jacket/ vest - Male	200000045454	S	1	
Item 3.1.2	Body Armour jacket/ vest - Male	200000045455	M	1	
Item 3.1.3	Body Armour jacket/ vest - Male	200000045456	L	1	
Item 3.1.4	Body Armour jacket/ vest - Male	200000045457	XL	1	

Item 3.1.5	Body Armour jacket/ vest - Male	200000045458	XXL	1	
Item 3.2	Body Armour jacket/ vest - Female				
Item 3.2.1	Body Armour jacket/ vest - Female	200000045449	S	1	
Item 3.2.2	Body Armour jacket/ vest - Female	200000045450	M	1	
Item 3.2.3	Body Armour jacket/ vest - Female	200000045451	L	1	
Item 3.2.4	Body Armour jacket/ vest - Female	200000045452	XL	1	
Item 3.2.5	Body Armour jacket/ vest - Female	200000045453	XXL	1	
Item 3.3	Protection gloves				
Item 3.3.1	Protection gloves	200000045459	6	1	
Item 3.3.2	Protection gloves	200000045460	7	1	
Item 3.3.3	Protection gloves	200000045461	8	1	
Item 3.3.4	Protection gloves	200000045462	9	1	
Item 3.3.5	Protection gloves	200000045463	10	1	
Item 3.3.6	Protection gloves	200000045464	11	1	
Item 3.4	Head Protection	200000039180	n/a	1	
TOTAL EXCLUDE VAT					
VAT					
TOTAL INCLUDE VAT					

6. AWARD

***Note:** The tender will be awarded to 1 bidder per section.

Delivery requirements: Divisional Chief responsible for Logistical Support
Emergency Services Department, c/o Government and Beckett
Street
Arcadia
Pretoria
Tel: 012 358 2237
Email: robinc@tshwane.gov.za

7. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be completed after the appointment.

8. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all

bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

9. MARKET ANALYSIS

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY

BID NUMBER:	ES 02 2025.26	Closing Date:	17 September 2025	Closing Time:	10:00
DESCRIPTION	Tender for the supply, delivery and offloading of personal protective equipment to the City of Tshwane, Emergency Services Department for a period of three (3) years as and when required.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Property Management
CONTACT PERSON	Oshebeng Leballo	CONTACT PERSON	Louis Lewis
TELEPHONE NUMBER	012 358 6395	TELEPHONE NUMBER	012 358 2020
EMAIL ADDRESS	Oshebeng.Leballo@tshwane.gov.za	EMAIL ADDRESS	LouisL@tshwane.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>

3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, shareholder²)
 - 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.
.....

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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.

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

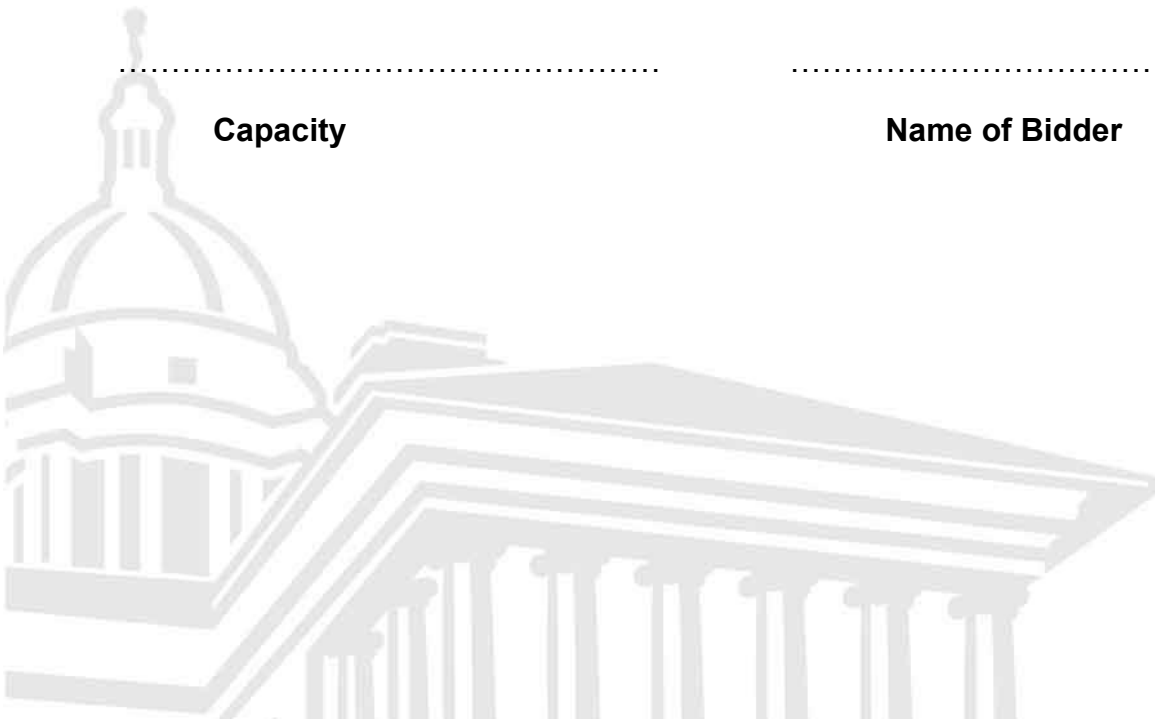
Date

.....

Capacity

.....

Name of Bidder



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
 The maximum points for this tender are allocated as follows:
- | | Points |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 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.)

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	

Local Economic Participation		
• City of Tshwane	4 Points	
• Gauteng	2 Points	
• National	1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero point

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such

cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **ES 02-2025.26** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ES 02 2025/26**

TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF PERSONAL PROTECTIVE EQUIPMENT TO THE CITY OF TSHWANE, EMERGENCY SERVICES DEPARTMENT FOR A PERIOD OF THREE (3) YEARS AS AND WHEN REQUIRED.

IN RESPONSE TO THE INVITATION FOR THE BID MADE BY:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.
Where applicable a non-refundable fee for documents may be charged.

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: <ul style="list-style-type: none"> (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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	<p>As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 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 bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 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 this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)