GREATER KOKSTAD MUNICIPALITY

TENDER DOCUMENT

PROVISION OF SPECIALIZED UNIFORMS FOR COMMUNITY SAFETY DEPARTMENT

BID No- GKM 08-24/25

CLOSING DATE: **25 OCTOBER 2024**

COMPULSORY BRIEFING: **NO**

CLOSING TIME: **12H00**

NAME OF BIDDER: .....

POSTAL ADDRESS: .....

.....

.....

TELEPHONE NUMBER: .....

FAX NUMBER: .....

E- MAIL ADRESS: .....

TENDER SUM (ALL INCLUSIVE): …….

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MBD1

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GREATER KOKSTAD MUNICIPALITY					
BID NUMBER:	**GKM 08 -24/25**	**CLOSING DATE:**	**25 OCTOBER 2024**	**CLOSING TIME:**	**12H00**
DESCRIPTION	**PROVISION OF SPECIALIZED UNIFORMS FOR COMMUNITY SAFETY DEPARTMENT**				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

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

75 HOPE STREET
KOKSTAD
4700

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]	☐ **Yes** ☐ **No**		**B-BBEE STATUS LEVEL SWORN AFFIDAVIT**		☐ **Yes** ☐ **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?	☐**Yes** ☐**No** **[IF YES ENCLOSE PROOF]**	**ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐**Yes** ☐**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	**Budget and Treasury Office**	**DEPARTMENT**	**COMMUNITY & SOCIAL SERVICES**
CONTACT PERSON	**Andiswa Mahlaka**	**CONTACT PERSON**	**K. Shange**
TELEPHONE NUMBER	**039 797 6743**	**TELEPHONE NUMBER**	**076 325 6719**
FACSIMILE NUMBER	**039 727 3676**	**FACSIMILE NUMBER**	**039 727 3676**
E-MAIL ADDRESS	**andiswa.mahlaka@Kokstad.gov.za**	**E-MAIL ADDRESS**	**khayelihle.shange@kokstad.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)**

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 ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
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 WILL RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER ……

CAPACITY UNDER WHICH THE BID IS SIGNED ……

DATE: ……

TENDER ADVERT

INVITATION TO BID

GKM 08-24/25

PROVISION OF SPECIALIZED UNIFORMS

The Greater Kokstad Municipality hereby invites proposals from reputable Service Providers for Provision of Specialized Uniforms for the Community Safety Department.

The scope of work and bid requirements is stipulated in the bid document.

This advert is issued in compliance with the Preferential Procurement Regulation 2022 Evaluation will be done on the following two-stage process in terms of National Treasury Circular No: 53:

Stage 1:
Assessment of Functionality. Only service providers who achieve a minimum threshold of 30 points on functionality will qualify to proceed to stage two of the Evaluation process. Functionality criteria is as follows:
Company Experience (50 points)

Stage 2:
Evaluation will be done based on the 80/20 preferential point system, where 80 points will be allocated for price and 20 points for specific goals. Bidders must submit the required documentation to claim preference points.

POINTS AWARDED FOR SPECIFIC GOALS

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

PREFERENCE	**80/20**	**Documents required for verification**
GOAL 1 – Ownership- Maximum Points	**10**	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within the Republic of South Africa	10	▪ Refer to Section J.

Tender documents must be downloaded on E-tender Portal or at the Greater Kokstad Municipality website at no cost. **The municipality will not be held responsible for any incomplete documents downloaded on the E-tender Portal or on the Greater Kokstad Municipality website.**

Sealed tenders marked **"Bid No.: "GKM 08-24/25 PROVISION OF SPECIALIZED UNIFORMS"** must be deposited in the **BOX** located at the Reception Area, 75 Hope Street, Kokstad, not later than **25 October 2024** at **12H00**, where after, bids will be opened in public.

Bidders retain the responsibility of ensuring that tender documents submitted are placed in the marked tender box. This is not the responsibility of the Municipality.

Late, telegraphic, e-mailed, or faxed bids will not be considered.

Technical Enquiries: Mr. Q Diedrick, Tel. 076 325 6719, Email: khayelihle.shange@kokstad.gov.za
Supply Chain Management enquiries: Ms. A. Mahlaka Tel. 039 797 6700, or email: andiswa.mahlaka@kokstad.gov.za

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted.

_____

MR S R ZWANE
MUNICIPAL MANAGER
NOTICE NO.: 26-2024/2025

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO THE NATIONAL TREASURY SUPPLY CHAIN MANAGEMENT REGULATIONS ISSUED IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT 56, 2003, THE GREATER KOKSTAD MUNICIPALITY SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.

2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.

3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.

4. Bids submitted must be complete in all respects.

5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.

6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, the Municipality will not be held responsible for late bids.

7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids.

8. A specific box is provided for the receipt of bids, via courier services should be inserted by the courier company on the tender box a special instruction must be given to the courier company, the Municipality will not be responsible for documents received late, lost or misplaced tender documents.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.

10. No bid submitted by telefax, telegraphic or other electronic means will be considered.

11. Any alteration made by the bidder must be initialled.

12. Use of correcting fluid is prohibited

13. Bids will be opened in public as soon as practicable after the closing time of bid.

14. Where practical, prices are made public at the time of opening bids.

15. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

SECTION B
TENDER REQUIREMENTS AND MANDATORY RETURNABLE DOCUMENTS

PROVISION OF SPECIALIZED UNIFORMS FOR THE COMMUNITY SAFETY DEPARTMENT

BID NUMBER: GKM 08-24/25

Bidders must attach the following mandatory returnable documents to be considered for this bid and must note the applicable conditions:

- Price (s) or rates quoted must be firm and must be inclusive of VAT
- Copy of CSD (Central Supplier Database) report (not older than 3 months), if not attached the CSD Number on MBD 1 will be used for verification.
- Bidders must submit proof that the company and the director/s of the company do not owe rates and taxes or Municipal service charges for a period longer than 90 days. **Bidders must refer to section J for the required document.**
- Printed copy of SARS Tax Pin for further verification, **if not attached the CSD printout will be used to verify the tax compliance status. Bidders will not be eliminated for not attaching copy of the SARS tax compliance certificate.**
- Completed and signed Municipal Bidding Documents, if MBD 6.1 is not signed, bidders will lose the points and will not be disqualified.
- NB: failure to meet above criteria will lead to disqualification.

The following conditions will apply:

- Price(s) or rates quoted must be valid for at least a hundred & twenty (120) days from the date of your offer.
- Price(s) quoted must be firm and must be inclusive of VAT and disbursements.

NB: No quotations will be considered from persons in the service of the state or persons who owe rates, services, and taxes to any Municipality for a period longer than 90 days.

SECTION C - CHECKLIST

The Checklist below is attached hereto to assist Service Providers with the completion of the tender document. Service Providers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

The tenderer must complete and return documents, all returnable document as listed below as part of his/her tender submission:

Returnable Schedules (Documents) for Tender Evaluation Purposes	**Yes**	**No**	**N/A**
Has the Tender Document been completed in **BLACK INK** and all corrections counter-signed? **(No correction fluid used)**			
Have all tendered amounts been arithmetically checked, and the correct total bid price been carried forward to MBD 1? **Bidders who do not put prices on MBD 1 will be eliminated.**			
Is a valid Tax Clearance Status Verification Certificate with pin attached to the Tender Document?			
In case of a joint venture, has the tenderer attached a joint venture agreement signed by both parties indicating the lead partner of the joint venture **(company documents to be attached for all JV Partners i.e CSD, Tax Verification certificate, etc)**			
Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the tenderer signed the register **(when applicable)**			
Has the tenderer fully completed the Declaration of Interest (MBD 4) form, **(Directors must be listed on the table on MBD 4 form)**			
Has the "Preference Points Claim Form (MBD 6.1) in terms of the Preferential Procurement Regulations 2022" been completed in its entirety and signed?			
Has the tenderer attached proof that the **DIRECTOR/S** of the company do not owe Municipal rates **(Refer section J for the required documentation).**			
Has the tenderer attached proof that the **COMPANY** does not owe Municipal rates **(Refer section J for the required documentation).**			
Central Supplier's Database registration certificate - **Detailed CSD**			
Has the "Declaration of Bidder's Past SCM practices (MBD 8)' been completed in its entirety and signed?			
Has the "Independent Bid Determination (MBD 9)" been completed in its entirety and signed.			

Name of the Bidder: _____

Signature: _____ Date: _____

SECTION D
REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Greater Kokstad Municipality Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.

2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to www.csd.gov.za to register or call KZN Provincial Treasury on 033 897 4223/4676/4509 for assistance.

3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Municipality may, without prejudice to any other legal rights or remedies it may;

3.1 Recommend to National/Provincial Treasury the de-registration of the supplier from the Central Supplier Database

3.2 Cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted, or less favourable arrangements are made.

4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to update its information on the Central Suppliers Database, relating to changed particulars or circumstances.

SECTION E
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE

(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of the authorised representative)

……..

WHO REPRESENTS (state name of bidder)

…….....

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....

SIGNATURE OF THE AUTHORISED REPRESENTATIVE

DATE.....

SECTION F
MBD 4 -DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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 OR

Shareholder[2]):…….

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. ….……

……..

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.

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**

SECTION G

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to ensure compliance with their tax obligations.
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.
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.
4. Foreign suppliers must complete the pre-award questionnaire in part b:3.

5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS Certificate / Pin / CSD number.
7. Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD registration printout must be provided.

SECTION H

AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer **must attach the authority to sign letter or must complete** the certificate set out below for the relevant category **if the resolution letter is not attached.**

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

A. CERTIFICATE FOR COMPANY

I,……, chairperson of the board of…… ……

hereby confirm that by resolution of the board (copy attached) taken on…… .

20….. , Mr./Ms. ..……acting in the capacity of…….…,

was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. …….. Chairman:……..

2. …….. Date: ……..

B. CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as ……

……., hereby authorize Mr/Ms …… ……..

acting in the capacity of ……..... , to sign all documents in connection with this

tender and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms……..…….……of the lead partne, authorised signatory of the company, to sign all documents in connection with this tender for Contract and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture (Joint Venture to submit power of attorney).

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature
Lead Partner:			

D. CERTIFICATE FOR SOLE PROPRIETOR

I,....., hereby confirm that I am the sole owner of the

business trading as ……

As witnesses:

1. …….. Sole Owner: ……..
2. …….. Date: ……..

E. CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as ……..

hereby authorise Mr./Ms. …….. acting in the capacity of , to sign all documents in connection with this tender and any contract resulting from it on our behalf.

Name	Addres s	Signature	Date

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

SECTION I

TENDER CONSENT FORM:

I_____ a natural person with
Full Name

ID No.: _____ in my capacity as _____

of _____
(Company Name and Reg. No.)

I hereby give my consent to the Greater Kokstad Municipality to collect, process and distribute my personal information where the Greater Kokstad Municipality is legally required to do so.

I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to the Greater Kokstad Municipality sharing my personal information strictly for verification purposes.

I understand that, should I refuse to provide the Greater Kokstad Municipality with the required consent and/ or information, the Greater Kokstad Municipality will be unable to consider my application for the above-mentioned tender.

I declare that all my personal information supplied to the Greater Kokstad Municipality is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Greater Kokstad Municipality of any changes to my Personal Information should any of these details change.

tick the appropriate box:

	I / We hereby consent to the above
	I/We hereby withhold consent and understand the implication of my/our decision and will not hold the Greater Kokstad Municipality responsible for not considering my/our bid.

Signed at ..... this ..... day of .....20……...

…..... Signature of data subject/ designated person

…….. Signature……

SECTION J
RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE (PROOF OF LOCALITY

In terms of section 38(d) of the National Treasury Municipal Supply Chain Management Regulation the Greater Kokstad Municipality reserves the right to reject any tender if any municipal rates and taxes or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears **for more than 3 (three) months/90 days.**

Tenderers are required to submit proof that the company and directors do not owe municipal rates and tariffs for the municipality.

This serves to confirm that _____ **(Company Name) municipal rates and taxes are paid up to date and the following is attached**: Your tender will be rejected if you have not attach proof that your company does not owe rates for a period longer than 90 days

Proof that the Bidder (Company) does not owe rates	**Tick whichever is attached.**
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the company is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the company has not attached any of the document above mentioned documents - **the affidavit must clearly state the reasons why the company is not owing rates and taxes or any Municipal charges.**	

(Company Director/s) municipal rates and taxes are paid up to date and the following is attached:

Please note that you are required to attach proof that each director does not owe rates and taxes or Municipal service charges for a period longer than 90 days. Your tender will be rejected if you have not attach proof that each director does not owe rates for a period longer than 90 days.

Proof that the director/s do not owe rates for more than 90 days	**Tick whichever is attached.**
Municipal Statement not older than 90 days and not owing more than 90 days	
Valid Lease agreement (Must be active and must be signed by both parties)	
Municipal Rates clearance certificate / Affidavit if the director/s is operating in rural areas (non-ratable area). Affidavit to state the reason why they are not responsible for paying rates	
Letter or rates statement from the landlord or body corporate if the company is renting and does not have a lease agreement.	
An original copy of an affidavit if the director/s has not attached any of the document above mentioned document - **the affidavit must clearly state the reasons why the director/s do not owe rates and taxes or any Municipal charges.**	

NB: TENDERERS TO NOTE THAT THEY NEED TO SUBMIT PROOF THAT BOTH THE COMPANY AND THE DIRECTOR/S DO NOT OWE RATES/ TAXES.

Signed at ..... this ..... day of .....20……...

…..... Signature of data subject/ designated person

…….. Signature……

GREATER KOKSTAD MUNICIPALITY

TERMS OF REFERENCE

SPECIALIZED UNIFORMS FOR THE COMMUNITY SAFETY DEPARTMENT

GKM 08-24/25

Issued and Prepared by:
Greater Kokstad Municipality
75 Hope Street
P.O. Box 8
Kokstad
4700

Municipal Manager: Mr. S R Zwane
Contact Person: Mr. QG. Diedrick
Tel: 039 797 6721
E-mail: Quintus.Diedrick@kokstad.gov.za

NAME OF THE PROJECT: PROVISION OF SPECIALIZED UNIFORMS FOR THE COMMUNITY SAFETY DEPARTMENT

1. INTRODUCTION OF THE PROJECT:

The Greater Kokstad Municipality Community Safety Department has specialized units that fall under this component and therefore require the services of a reputable service provider to supply quality uniforms, and tools of trade for the said components consisting of Law Enforcement Unit, Fire & Rescue Unit, Disaster Management Unit, & Pound Management Unit.

2. PROJECT BACKGROUND:

Greater Kokstad Municipality is intending to appoint a reputable Service Provider Supply & Deliver Uniforms, and Tools of trade for the Law Enforcement Unit, Fire & Rescue Unit, Disaster Management Unit, & Pound Management Unit.

3. AIMS OF THE PROJECT:

The aim of this project is to appoint a Reputable Service Provider to provide Uniforms, & Tools of Trade for the Law Enforcement Unit, Fire & Rescue Unit, Disaster Management Unit, & Pound Management Unit.as reflected on the specification below.

4. SPECIFICATIONS / SCOPE OF WORK

To provide Specialized Uniforms & Tools of Trade to for the Law Enforcement Unit, Fire & Rescue Unit, Disaster Management Unit, & Pound Management Unit as reflected below, and pricing quoted must be **rate based**.

Note to bidders

Greater Kokstad Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the Bid in whole or part, at the rates quoted. The Municipality will award the bid applying 80/20 preference point system for each unit i.e Law enforcement unit, Fire and rescue unit, Disaster management unit & Poun management unit

4.1. **COMMUNITY SAFETY DEPARTMENT: UNIFORM SPECIFICATION**

4.1.1 PROTECTION SERVICES: - LAW ENFORCEMENT

Traffic Officers, Examiners, Law Enforcement Officers, Crime Prevention Wardens & VIP Protectors.

ITEM NO.	PRODUCT DESCRIPTION	PRICING PER ITEM	YEAR 1 PRICING PER ITEM	YEAR 2 PRICING PER ITEM	YEAR 3 PRICING PER ITEM
1.	LADIES TRAFFIC BRONZ SKIRTS PLAIN WEAVE SKIRTS: 35mm X 1cm LOOPS. A-LINE OR PENCIL. STYLES FULLY LINED	1			
2.	LADIES TRAFFIC BRONZ PATROL HAT FELT WITH RIBBON (SAPS STYLE)	1			
3.	LADIES TRAFFIC BRONZ PANTYHOSE SILKY STOCKINGS EXTRA SHEER	1			
4.	LADIES TRAFFIC BRONZ SHOES WITH HEEL (GREEN CROSS TYPE HIGH HEEL) PURE LEATHER WITH SOFT CUSHENING	1			
5.	T/WOOL TROUSERS FOR MEN (TRAFFIC BRONZE) 3 PLY PLAIN WEAVE PLEATED 55% TREVIRA WOOL (B6). ZIP FLY LARGE BELT LOOPS SZE: 70mm X 1cm LOOPS	1			

6.	MAGNUM TRAFFIC BRONZE SHORT SLEEVE SHIRT MATERIAL: 50% POLYESTER 50% COTTON. OPEN GLAD NECK STITCHED IN CREASES FRONT & DOWN SLEEVES. VELCRO CLOSING POCKETS FLAPS & FLAP ON POCKETS WITH BLUNTED BUTTON THROUGH FRONT. EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE. SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.	1			
7.	MAGNUM TRAFFIC BRONZE LONG SLEEVE SHIRT MATERIAL: 65% POLYESTER 35% COTTON. STITCHED IN CREASES FRONT & DOWN SLEEVES. VELCRO CLOSING POCKETS FLAPS & FLAP ON POCKETS WITH BLUNTED CORNERS. EPAULETES TO BUTTON WITH DUMMY CUFF ON SLEEVE. SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EMPULETS.	1			

8.	PATROL JERSEY TRAFFIC BRONZE 100% HIGH BULK ACRYLIC (FULLY WASHABLE) MONDI KNIT. HEAVY DUTY 7 GAUGE. MILITARY WIDE RIB CUFF SAND WAIST BAND, EPAULETES & ELBOW PATCHES. EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.	1			
9.	BUNNY JACKET TRAFFIC BRONZE WINDBREAKER ``BUNNY`` QUALITY: 65% POLYESTER & 35% COTTON. STYLE: DOUBLE COLOUR, QUILTED BODY & SLEEVES. ZIP-FRONT WITH STORM FLAP. TWO BREAST POCKETS, WITH EPAULETS. TWO SLANT HAND WARMER SIDE POCKETS, WITH ELASTICATED WAIST BAND. EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.	1			
10.	REFLECTIVE JACKET LIME & ORANGE LONG SLEEVE ---ZIP OFF SLEEVE. LEVEL 4 VISIBILITY WITH ZIPFRONT CLOSING. ELASTICATED WAIST.	1			

	REFLECTIVE CHECKERBOARD STRIPS ON FRONT, BACK, SIDES & ARMS. REFLECTIVE BACK PANEL: GKM LAW ENFORCEMENT/ GKM TRAFFIC POLICE AS WILL BE INDICATED WHEN ORDERING. EMBROIDED INITIAL & SURNAME TO BE PRINTED IN REFLECTIVE MATERIAL ON RIGHT HAND SIDE CHEST AREA AND PROTECTION SERVICES LOGO ON THE LEFT-HAND SIDE OF THE CHEST AREA.				
11.	SOCKS LONG (TRAFFIC BRONZE) BIOGUARD CUSHION FOOT 70% WOOL OR PLAIN FOOT 70% WOOL. OPTI FRESH WOOL BLEND. WINTER	1			
12.	SOCKS SHORT (TRAFFIC BRONZE) BIOGUARD CUSHION FOOT 70% WOOL OR PLAIN FOOT 70% WOOL. OPTI FRESH WOOL BLEND. SUMMER	1			
13.	HARD PATROL CAP (TRAFFIC BRONZE) PLAIN WEAVER CAPS WITH PLAIN PLASTIC PEAK	1			
14.	HARD PATROL CAP (TRAFFIC BRONZE) PLAIN WEAVER CAPS WITH PLASTIC PEAK WITH SENIOR OFFICERS LONG LEAF (WRATH) IN YELLOW.	1			
15.	BELT LEATHER WEB BROWN/BLACK DOUBLE LEATHER BONDED & STITCHED TOGETHER. BASKET WEAVE FINISH PRESSED INTO LEATHER. BRASS ROLLER SINGLE PRONG BUCKLE. BILLET WITH 5 PUNCHED HOLES. TWO LEATHER LOOPS FITTED TO BELT.	1			

16.	TACTICAL COMBAT BELT (ALL COLOURS MUST BE AVAILABLE) PROTECTION SERVICES LOGO ON BELT BUCKLE	1			
17.	TIE ROYAL BLUE CONVENTIONAL 100% POLYESTER CROSS WEAVE.	1			
18.	LADIES BOW TIE ROYAL BLUE CONVENTIONAL 100% POLYESTER CROSS WEAVE	1			
19.	RAIN SUIT REFLECTIVE LIME. **MATERIAL:** NYLON TAFETA MATERIAL. COLOUR: VARIOUS COLOURS SHOULD BE AVAILABLE. **100% WATERPROOF.** **JACKE**T: VELCRO CLOSING CHINESE COLLAR. HEAVY DUTY NYLON ZIP WITH VELCRO CLOSING STORM FLAP. BREATHABLE AIR-TEX INNER. ELASTICATED CUFF WITH VELCRO ADJUSTER. REFLECTIVE LEVEL 4 VISIBILITY TAPE TRIMMING. TWO BOTTOM POCKETS WITH VELCRO CLOSING FLAPS. ELASTICATED MID SECTION FOR COMFORT OF IT. ALL STITCHING TAPE SEALED TO PREVENT WATER LEAKAGE. FOLD AWAY CARRY BAG IN RIGHT POCKET. REFLECTIVE CHECKERBOARD STRIPS ON FRONT, BACK, SIDES AND ARMS. REFLECTIVE BACK PANEL: ”GKM LAW ENFORCEMENT/GKM TRAFFIC POLICE” PRINTED AND NAME OF THE ORGANISATION, AND PROTECTION SERVICES LOGO ON THE FRONT LEFT, INTITIAL & SURNAME ON THE FRONT RIGHT.	1			

	TROUSERS: ELASTICATED WAIST. ELASTICATED LEG BOTTOM WITH ZIP CLOSING GAUNTLET. REFLECTIVE LEVEL 4 CHECKERBOARD STRIPS ON THE SIDE OF THE TROUSERS. **COMPLETE SUIT.**				
20.	TUNIC BLAZER TRAFFIC BRONZ WITH GOLD BUTTONS, WITH EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.	1			
21.	PARABELLUM SHOES BROWN LACE UP PARABELLUM WITH FULL UPPER LEATHER. THICK RUBBER SOLE, ACID AND PETROL RESISTANT. **SABS MARK BEARING14001**	1			
22.	BROWN LEATHER WEB CLOSED BOTTOM HOLSTER, RIGHT HAND/LEFT HAND AS MAY BE REQUIRED. FOR 9MM TAURUS PT92AF-D TYPE WITH BROAD LOOPS **(VIP incl)**	1			
23.	BROWN LEATHER WEB HANDCUFF HOLSTER WITH BROAD LOOPS	1			
24.	BROWN LEATHER WEB MAGAZINE HOLSTER FOR 15/17 SHOT 9MM Z88 MAGAZINE WITH BROAD LOOPS **(VIP incl)**	1			

25.	LAW ENFORCEMENT HANDCUFFS (MODEL 65 DOUBLE LOCKING HANDCUFFS – BLACK OXIDE SAPS TYPE	1			
26.	110ML PEPPER SPRAY, LAW ENFORCEMENT TYPE **(VIP incl)**	1			
27.	110ML BROWN LEATHER WEB PEPPER SPRAY POUCH WITH BROAD LOOP. **(VIP incl)**	1			
28.	1000000 LM SUPER XHP190 POWERFUL LED FLASHLIGHT 18650 XHP90 LED TORCH & TORCH POUCH WITH BROAD LOOPS. 26650 LITHIUM BATTERY & CHARGER. NINE-CORE XHP190 WICK. **(VIP incl)**	1			
29.	COMBAT PANTS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) **MATERIAL:** 50%POLYESTER & 50% COTTON. FIELD DRESS WITH DRAW CORD IN TROUSERS LEGS. TWO MAP POCKETS, TWO SIDE POCKETS AND HIP POCKETS. LARGE BELT LOOPS. STITCHED IN CREASES BACK. FULL S.A.B.S SPECIFICATION	1			
30.	COMBAT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) **MATERIAL:** 50% POLYESTER & 50% COTTON. FIELD DRESS WITH TWO PATCH BREAST POCKETS WITH FLAPS TO BUTTON. OPEN / GLAD NECK WITH BUTTON THROUGH FRONT. EPAULLETTES TO BUTTON. SHIRT EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS	1			

	EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.				
31.	KNITTED BEANIE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) EMBROIDED PROTECTION SERVICES LOGO ON FRONT.	1			
32.	COMBAT CAP TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) POLYCOTTON VELCRO ADJUSTABLE. RE-ENFORCED FRONT BADGE. LARGE PEAK. EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT	1			
33.	COMBAT CAP FOR SENIOR OFFICERS WITH LONG LEAF/WRATH ON THE PEAK, TRAFFIC BRONZE / (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) POLYCOTTON VELCRO ADJUSTABLE. RE-ENFORCED FRONT BADGE. LARGE PEAK. EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT	1			
34.	COMBAT CAP FOR SENIOR OFFICERS WITH SHORT LEAF/WRATH ON THE PEAK, TRAFFIC BRONZE / (ALL COLOURS MUST BE AVAILABLE AS MAY BE REQUESTED) POLYCOTTON VELCRO ADJUSTABLE. RE-ENFORCED FRONT BADGE.	1			

	LARGE PEAK. EMBROIDED PROTECTION SERVICES LOGO ON THE FRONT				
35.	WHITE GLOVES **MATERIAL:** NYLON WHITE NYLON GLOVES.	1			
36.	TACTICAL COMBAT BOOTS WITH SIDE ZIP BROWN STYLE: CANVAS AND LEATHER UPPERS. LACE UP FRONT WITH ZIP-UP SIDE. BELOWS TONGUE. HEAVY DUTY RUBBER SOLE. LEATHER HEEL PROTECTOR. COMFORTABLE FOOT BED. **NO** STEEL TOE CAP.	1			
37.	POLICE COMBAT BOOTS BROWN (MAGNUM POLICE BOOT OR BOVA POLICE TYPE) STYLE: CANVAS AND LEATHER UPPERS. LACE UP FRONT BELOWS TONGUE. HEAVY DUTY RUBBER SOLE. LEATHER HEEL PROTECTOR. COMFORTABLE FOOT BED. NO **STEEL TOE CAP.**	1			
38.	ADJUSTABLE TACTICAL CARGO PANTS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) CARGO PANTS WITH 9 STRATEGIC POCKETS. ANTIQUE METAL STUDS FOR ADDED STRENGTH. WIDE BELT LOOP & KNEE DARTS. EMBROIDERED GKM PROTECTION SERVICES LOGO ON FRONT LEG & BACK POCKET FLAP. TRIPPLE STITCHING FOR ADDED STRENGTH.	1			

39.	TACTICAL CARGO WORK (MILITARY) SHIRT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) 100% POLYESTER ZIPPER CLOSURE MATERIAL. POLYESTER, SOFT & COMFORTABLE, CLOSE TO SKIN BUTTON CLOSURE. EPAULLETTES TO BUTTON. TWO SHOWLDER PATCH PANELS EMBROIDED ON THE FRONT LEFT WITH PROTECTION SERVICES LOGO ON THE LEFT & ON THE FRONT RIGHT INITIALS & SURNAME PRINTED IN (YELLOW)	1			
40.	GOLF T SHIRT SHORT SLEEVE TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) 100% COTTON EMBROIDED ON THE FRONT LEFT WITH PROTECTION SERVICES LOGO ON THE LEFT & ON THE FRONT RIGHT INITIALS & SURNAME PRINTED IN YELLOW.	1			
41.	TACTICAL COMBAT SHIRT WITH ZIP-VARIOUS TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EMPULETS.	1			
42.	TACTICAL COMBAT CONDOR SUMMIT SOFTSHELL JACKET WITH ZIP- TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) 100% TEFLON COATED POLYESTER/POLYESTER FLEECE LINING. LINED STAND-UP COLLAR. TWO WAY HOODIE. TWO SHOULDER POCKETS.	1			

	TWO HIGHRISE SLASH CHEST POCKETS. UNDERARM VENT ZIPPER. DOUBLE LAYER REINFORCED FOREARM. DRAWSTRING WAISTEBAND AND HOOD. ADJUSTABLE WRIS. EMBROIDED PROTECTION SERVICES LOGO ON THE LEFT, ON THE RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW & GKM PROTECTION SERVICES FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE TOUNG FOR THE EPAULETS.				
43.	BULLET PROOF VEST TRAFFIC BRONZE (ALL COLOURS MUST BE AVAILABLE) LS621 SAPS TYPE LEVEL III WITH CERAMIC PLATES & ARAMID SHEETS & COOSHINED INSERT PADDING, VEST MUST BE CAPABLE OF STOPING AR-15 WITH 5.56 & AK-47 WITH 7.62 & MORE & MUST ALSO PROVIDE PROTECTION AGAINST KNIVES & OTHER MELEE WEAPONS. EMBROIDED ON THE FRONT & BACK GKM LAW ENFORCEMENT IN YELLOW **(VIP incl)**	1			
44.	BULLET PROOF T-SHIRT CLASS 3A INVISIBLE SAFETY PROTECTION T-SHIRT BULLETPROOF LIGHTWEIGHT UNBRANDED **(VIP incl)**	1			
45.	TACTICAL COMBAT WATERPROOF DESERT ANCLE BOOT TAN/BROWN/BLACK	1			
46.	TACTICAL BODY WARMER (ALL COLOURS MUST BE AVAILABLE) SLEEVELESS COAT 280GSM 2 LAYER MECHANICAL YARN COMPRISING, OUTER-RLAYER: 100% POLYESTER, INNER-LAYER: 100% POLYESTER MICROFLEECE EMBROIDED PROTECTION SERVICES LOGO/GKM LOGO ON THE LEFT, ON THE	1			

	RIGHT-HAND SIDE INITIAL & SURNAME IN YELLOW. **(VIP incl)**				
47.	CAP BADGES SIMILAR TO THE SHIELD ON THE FLASHERS FOR THE HARD PATROL CAP BRASS BACKING WITH PROTECTION SERVICES LOGO ON & PLASTIC COATED WITH TWO SCREW ON STUDS AT THE BACK TO SECURE THE BADGE TO THE CAP.	1			
48.	TACTICAL RIFLE BAG WITH SHOWLDER STRAPS BLACK/GREEN/TAN 42`` GUN BAG MADE FROM HEAVY DUTY WATERPROOF 600D CORDURA FEATURES 12 SECURING STRAPS TO KEEP GUNS IN PLACE & A MOLLE SYSTEM FOR ANY ACCESSORIES.	1			
49.	TACTICAL RIFLE SLING TWO WAY RIFLE SLING FOR AR/LM5	1			
50.	FLASHERS WITH ROYAL BLUE BACKING WITH KOKSTAD PROTECTION SERVICES LOGO ON	1			
51.	EPAULETS ROYEL BLUE BACKING WITH 4 WRATHS IN METAL ON	1			
52.	EPAULETS ROYEL BLUE BACKING WITH 3 WRATHS IN METAL ON	1			
53.	EPAULETS ROYEL BLUE BACKING WITH 2 WRATHS & 1 BAR IN METAL ON.	1			
54.	EPAULETS ROYEL BLUE BACKING WITH 1 WRATH & 1 BAR ON.	1			
55.	EPAULETS ROYEL BLUE BACKING WITH 1 YELLOW STRIPE ON.	1			
56.	EPAULETS ROYEL BLUE BACKING PLAIN (NO STRIPES ON).	1			

57.	EPAULETS ROYEL BLUE BACKING WITH 3 X STARS ON WITH GKM LOGO IN THE CENTRE OF THE STAR.	1			
58.	TONFA - JAVLIN 60CM T-BATON MUST BE AVAILABLE IN BLACK & BROWN OVERALL LENGTH 600mm HANDLE GRIP 100 LONG SIDE HANDLE 145mm FROM CENTRE OF SHAFT SHAFT DIAMETER 31mm SHAFT HANDLE WITH 8mm RIB RINGS/MULTI STUDDED FOR FIRMER GRIP INJECTION MOULDED POLYTHYLENE PLASTIC WEIGHT: 430g LENGTH: 600mm	1			
59.	TONFA BELT BATON HOLDER MUST BE AVAILABLE IN BLACK & BROWN 25mm NYLON WEBBING LOOP FITS ONTO BELT POLYETHYLENE RING HD INJECTED ONTO WEBBING FITS SIDE HANDLE T-BATON	1			
60.	PORTABLE TWO-WAY HAND RADIO WITH POUCH INCLUDING BATTERY AND CHARGER (RADIO SPECIFICATION) FREQUENCY RANGE 66-88 MHZ, CHANNEL CAPACITY – 256, CHANNEL SPACING – 12.5KHZ/25KHZ, DIMENSIONS – 65MMX125MMX44MM (WITH 1700MAH BATTERY WITH BATTERY PACK, ANTENNA), WEIGHT +- 305G, DUST & HUMIDITY IP54 & MIL-STD 810 F, BATTERY LIFE - MORE THAN 12 HOURS, AND BLACK RADIO POUCH WITH BROAD BELT LOOPS. **FREQUENCY SETTINGS WILL BE PROVIDED ON ORDER** **(VIP incl)**	1			
61.	LANYARD	1			

	8MM THICK ROUND CORD COLOUR: ROYAL BLUE POLYESTER OUTER COTTON INNER 1.253N BREAK STRENGTH 18G/M				
62.	DUST COAT TRAFFIC BRONZE WITH EMBROIDED STAR ON THE FRONT LEFT, INTITIAL & SURNAME (THE FRONT RIGHT, PRINTED ON THE BACK LAW ENFORCEMENT & GKM PROTECTION SERVIC FLASHERS EMBROIDED ON BOTH THE LEFT & RIGHT-SIDE SLEEVES INLINE WITH THE SLEEV STITCH & PRINTED IN GOLD (YELLOW) PRINT	1			
63.	TACSPEC SA FLAG PVC VELCRO PATCH – FULL COLOUR	1			
64.	TACSPEC GKM FLASHES PVC VELCRO PATCH – FULL COLOUR	1			
65.	TACSPEC GKM LAW ENFORCEMENT COTI OF ARMS PVC VELCRO PATCH – FULL COLOUR	1			
66.	TACSPEC INITIAL & SURNAME PVC VELCRO PATCH – FULL COLOUR	1			
	TOTAL				

TOTAL FOR YEAR 1	**R**
TOTAL FOR YEAR 2	**R**
TOTAL FOR YRAR 3	**R**
TOTAL FOR YEAR 1,2 & 3	**R**

4.1.2 DISASTER MANAGEMENT UNIT

ITEM NO.	ITEM	SPECIFICATION	Pricing per Item	YEAR 1 PER ITEM	YEAR 2 PER ITEM	YEAR 3 PER TEM
1.	Bush Shirt Navy Two Tone-DWS-Navy/Stone	Crafted from durable, high-quality fabric for outdoor and field wear.	1			

		- Features a two-tone design with navy and stone (beige) colors for a stylish, practical look. - accommodate a comfortable, relaxed fit. - Ideal for professional guides, rangers, and outdoor enthusiasts requiring resilient clothing. - Easy to care for and maintains its appearance after multiple washes.				
2.	Vented Reflective Mining Shirt	• Two-Tone Hi-Viz Reflective work shirt. • 145gsm 100% Cotton. • Button front. • Extra length curved hem. • Two chest pockets with button flap closure. • Pen division. • Two-tone 50mm silver reflective tape on arms.	1			
3.	Jonsson Denim Super Strong Work Jeans	• Triple needle stitching on all seams • Indigo open-ended denim • Two large back pockets • Concealed brass YKK zip • Industrial wash • Slim fit	1			
4.	T- shirt	100% Cotton SABS Defence Force specification Colour: Navy blue Style: Short sleeve	1			
5.	Combat boots	Style: Stockton (steel toe cap) Colour: black Full grain oil leather uppers Breathable lining Comfortable air insole Good year welt construction Oil resistance rubber outsole.	1			

		Dual lacing system Outsole resistance to hot contact 300				
6.	Premium Hi-Viz Reflective Bunny/Bomber Jacket c/w Zip-Off Sleeves(Freezer Jacket)	• Color: Lime • Embroidered with GKM Disaster Management Logo at the back and front. Back Size = A4. Front = A6 • 100% Polyester with polyurethane coating. • Provides protection against harsh cold and windy conditions. • Zip-off sleeves. • 50mm reflective tape, waterproof taped seams. • 100% polyester taffeta with 180gsm polyester quilted lining. • One cell phone pocket and two lower pockets. • Zipped access on lining for logo printing or embroidery	1			
7.	Rain suit	• Navy Nylon material • Embroidered with GKM Disaster Management Logo at the back. • Two-piece jacket and trouser • Elasticized waist for trouser • Elasticized leg buttons • Elasticized arm cuffs • All stitching tape sealed to prevent water leakage. • Heavy duty zip with Velcro closing storm flap.	1			

		• Jacket with hood and reflective tape				
8.	Metro Reflective Jacket Detachable Sleeve	• Embroidered with GKM Disaster Management Logo at the back. • 150g/m2 100% polyester tricot with Airtex mesh lightweight mixed fabric jacket • zip-off sleeves • contrast full zip ID pouch on left chest • elasticated cuffs elasticated waistband with front press stud closure • shoulder epaulettes with press studs' silver 50mm reflective tape detail day/night visibility	1			
9.	ASICS MENS CORE JACKET BLACK	• Flat knit navy jersey Medium weight 10 gauge "V" Neck With epaulettes, rubberized breast badge on left chest	1			
10.	Men's Long Sleeve Taylor Shirt – White	• Disaster Management Logo on the left and municipality logo on the right. • 130g/m² 96% cotton, 4% spandex luxurious hand-feel features a double cuff with two pleats and branded cufflinks back yoke with box pleat	1			
11.	Jump suit.	• Navy blue, two patch pockets, integrated golf pleats. • Velcro ™ fastening for cuffs and collar, two shoulder flaps and reflective stripes silver 50mm wide on torso, cuffs and legs.	1			

12.	Beanie	• Navy Wool with embroidered GKM Disaster Management badge	1			
13.	Cap	• Navy with embroidered Disaster Management badge	1			
14.	Socks	• 100 % Cotton	1			
15.	Cricket Hat	• **Features:** Navy with embroidered Disaster Management badge • 4-needle stitched sweatband • Drawcord with toggle stopper • Polycotton twill fabric	1			
16.	White cotton short sleeve t-shirt	• 100% Cotton	1			
17.	Black belt	• Black genuine leather	1			
18.	Grip Two Tone Tracksuit	• Colour: Black	1			
			TOTAL			**R**

TOTAL FOR YEAR 1	**R**
TOTAL FOR YEAR 2	**R**
TOTAL FOR YRAR 3	**R**
TOTAL FOR YEAR 1,2 & 3	**R**

4.1.3 FIRE & RESCUE UNIT

ITEM NO.	ITEM	SPECIFICATION	Pricing per Item	YEAR 1 PER ITEM	YEAR 2 PER ITEM	YEAR 3 PER ITEM
1.	Heavy duty combat shirt	Material: T53 Field dress 230 grams square meter 65%Cotton 35% Polyester SABS Defence Force specification Colour: Navy Blue Style: Short sleeve Reflective tape with crossed axes print sewn on around biceps Reflective tape with the wording 'FIRE & RESCUE' Sewn across Back Rubberised rank makings on collar(suitable ranks per person) Rank makings to be gold on navy blue with gold border Two inner breast pockets with zips Open glad neck collar Button through front No epaulettes Embroidered badges on both sleeves Rubberized breast budget on left chest Rubberized name tag on right chest	1			

2.	Combat Trouser	Material: T53 Field dress 230 grams square meter 65% Cotton 35% Polyester SABS Defence Force Specification Colour: Navy blue Style: Double seat and double knees Reflective tape with crossed axes print sewn on below map pockets Draw cord in waist and trouser bottoms Zip fly. 5 x 70mm x25mm Two standard side pockets One jacket hip pocket with concealed buttons One pleated field dressing pocket –right groin –Velcro closing Two map pockets- knife pleat et back-flaps with two concealed buttons Stitched in permanent trouser leg creases back and front pockets and waist band in same material as trousers	1			
3.	T- shirt	100% Cotton SABS Defence Force specification Colour: Navy blue Style: Short sleeve	1			
4.	Combat boots	Style: Stockton (steel toe cap) Colour: black Full grain oil leather uppers Breathable lining Comfortable air insole Good year welt construction Oil resistance rubber outsole Dual lacing system Outsole resistance to hot contact 300	1			

5.	Step out shoes (Parabellum)	Leather black shoes	1			
6.	Combat jacket	Hip length Colour: Navy Double collar Quilted body and sleeve Padded lining Two breast pocket Zip front with concealing flap & press stud closure Reflective tape with crossed axes print sewn on around biceps Reflective tape with the wording 'FIRE & RESCUE 'sewn across back Rubberized rank makings on collar(suitable ranks per person) Rank makings to be gold on navy blue with gold border Embroidered badges on both sleeves Rubberized breast badge on left chest Rubberized name tag on right chest No epaulettes To slant hand warmer side pockets Plain buttons No elasticized waist 35% polyester 65% Cotton Long packer type with draw cord at the welt	1			
7.	Rain suit	Navy Nylon material Two piece jacket and trouser Elasticized waist for trouser Elasticized leg buttons Elasticized arm cuffs All stitching tape sealed to prevent water leakage	1			

		Heavy duty zip with Velcro closing storm flap Jacket with hood and reflective tape				
8.	Combat jersey	Flat knit navy jersey Medium weight 10 gauge “V” Neck With epaulettes, rubberized breast badge on left chest	1			
9.	Combat belt	Black genuine leather belt Double leather basket weave finish 50mm Border Double Leather with buckle 32mm with roller buckle	1			
10.	Heavy duty white short sleeve shirt and long sleeve shirt	Heavy duty material Magnum style with permanent crease at the back Button front Two breast pockets with Velcro closing flaps Gold plated fire buttons on pockets Sleeves to be embroidered with department logo Rubberized breast badge on left chest According to SABS (CKS 636)	1			
11.	Black step out trouser Skirt with pockets	Black man & ladies pants 50mm wide belt loops Trevira wool fabric Steel zip font 2 Slanting side pockets 2 Back pocket with button on right back-plain buttons	1			
12.	Black jersey	Flat knit Medium weight 10 gauge “V” Neck	1			
13.	Jump suit	Navy blue, two patch pockets, integrated golf pleats. Velcro ™ fastening for cuffs and collar, two shoulder flaps and	1			

		reflective stripes silver 50mm wide on torso, cuffs and legs.				
14.	Beanie	Navy Wool with embroidered lurex fire badge	1			
15.	Cap	Navy with embroidered lurex fire badge	1			
16.	Socks Long	100 % Cotton	1			
17.	Reflective jacket	With reflective tape	1			
18.	Leading fire fighter rank makings	Black back ground Fully glazed Gold making	1			
19.	Fire fighter rank makings	Black back ground Fully glazed Gold making	1			
20.	Station Officer rank makings	Black back ground Fully glazed Gold making	1			
21.	Heavy duty white short sleeve shirt and long sleeve shirt	Heavy duty material Magnum style with permanent crease at the back Button front Two breast pockets with Velcro closing flaps Gold plated fire buttons on pockets Sleeves to be embroidered with department logo Rubberized breast badge on left chest According to SABS (CKS 636)	1			
22.	Black step out trouser with pockets	Black 40mm wide belt loops Trevira wool fabric Steel zip font 2 Slanting side pockets 2 Back pocket with button on right back-plain buttons 60% Cotton and 40% polyester	1			

23.	White cotton short sleeve t-shirt	100% Cotton	1			
24.	Black belt	Black genuine leather	1			
25.	Socks short	100% Cotton	1			
26.	Black V-neck Jersey	Flat knit Medium weight 10 gauge "V" Neck with fire badge	1			
27.	Freezer jacket	Navy eskimo jacket with embroidery on the left chest	1			
28.	Structural Fire Fighting Bunker Suits (Fire Tunic & Bunker Pants): Navy Blue **REQUIREMENTS FOR FIREFIGHTING TUNIC:** 1. Colour of the Garment to be Black. 2. The Tunic and Bunkers (Suit) shall meet or exceed all relevant standards as set in the NFPA 1971-2013 Edition Standard on Protective Ensemble for Structural Fire Fighting. 3. The minimum overlap between the tunic and bunkers shall be 250 mm 4. The Tunic and Bunkers (Suit) shall consist of a composite of an outer shell, vapour barrier, thermal barrier and lining. 5. The vapour barrier, thermal barrier and lining shall form the inner shell and shall be	Structural Fire Fighting Bunker Suits (Fire Tunic & Bunker Pants): Navy Blue **REQUIREMENTS FOR FIREFIGHTING TUNIC:** 1. Colour of the Garment to be Black. 2. The Tunic and Bunkers (Suit) shall meet or exceed all relevant standards as set in the NFPA 1971-2013 Edition Standard on Protective Ensemble for Structural Fire Fighting. 3. The minimum overlap between the tunic and bunkers shall be 250 mm 4. The Tunic and Bunkers (Suit) shall consist of a composite of an outer shell, vapour barrier, thermal barrier and lining. 5. The vapour barrier, thermal barrier and lining shall form the inner shell and shall be detachable from the outer shell. 6. Jacket shall have two front pockets fitted with drain holes, and closure by means off Velcro flaps.	1			

	detachable from the outer shell. 6. Jacket shall have two front pockets fitted with drain holes, and closure by means off Velcro flaps.	7. Jacket shall also include a radio pouch on one side of jacket, front breast. 8. Outer Material (Shell): Kanox K-HM02RP. Material to be in Rip-stop weave. The garments shall comply with the NFPA 1971 standards for seam strength, high visibility, hardware and label legibility. Only yarns guaranteed by the manufacturer to 260° C and SABS /NFPA shall be used. Yarns to be of same colour as outer material. All raw edges and seams shall be over locked by using at least five (5) strands of yarn. Seam strength to be at least 200 N. 9. Moisture Barrier: Stedair3000. The fabric shall comply with NFPA 1971 approval for flame resistance, heat resistance, water resistance, liquid resistance, viral resistance (Bacteriophage) and strength. Resistance to penetration by fire ground chemicals. 10. Thermal barrier and Lining: K- Gornox # 100% face cloth/ quilted or equivalent. The fabric shall comply with NFPA 1971 approval for: flame resistance, heat resistance, thermal resistance, cleaning shrinkage and strength 11. The outer shell shall be of a single layer construction throughout. 12. All seams shall be double stitched 13. The coat shall have a double closure front with 50mm Velcro and a heavy-duty zip. 14. There shall be no seams on the shoulders. 15. Sleeves shall				

		be constructed in such a way as afford maximum movement. The sleeve cuffs shall be reinforced. 16. Elbow padding (leather Patches) is required. The padding shall consist of double layer of Garment outer shell with an internal thermal layer material sandwiched between the shell. The padding shall be stitched onto the outer shell using double stitching. 17. The vapour barrier, thermal barrier and lining together shall form the inner garment. 18. The inner jacket shall be attached to the outer jacket by means of a heavy-duty zip and Velcro with snaps at the arms. 19. The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971 standards. 20. The jacket shall include inverted pleats. The two pleats shall be set in the back of the outer shell 21. The tunic must be available in bunny jacket style. **REQUIREMENTS FOR BUNKER PANTS:** 1. The trouser shall be shaped in such a way that it will provide a tailored fit. 2. The trousers shall extend no less than 150 mm above the waist upper heavy-duty suspenders shall be permanently fitted to the trousers. 3. A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders. 4. The main body of the suspenders shall be				

		constructed of non-elastic webbing. The suspenders shall be no less than 50 mm wide. 5. The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment. 6. On the back 50 mm wide elastic webbing shall be stitched to the non-elastic webbing. 7. The left and right suspender belt shall be connected with 50 mm elastic webbing at the back. 8. Pants to be fitted with two Bellow pocket one on each side of pants, with Velcro enclosure system. 9. Provision shall be made for a fly flap in the trousers. This fly flap fastened with Velcro along the entire length. The fly flap shall taper from top to bottom 10. The cuff area of the trousers shall be reinforced 11. 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 12. The knee area shall be reinforced with polymer coated Kevlar squares or equivalent. **Reflective Trim and marking:** 1.Retro-reflective fluorescent trims in accordance with the NFPA 1971 shall be fitted to the suit. 2. All trims shall be 3M type 3. The trims shall be 50 mm wide throughout 4. All trims shall be double stitched 5. The colour of the trims shall be lime-yellow with a silver strip in the centre				

		6. The trims shall be positioned as specified or same as Existing suites in the service.				
29.	Structural Fire Fighting Boot Black with SCOPE This specification defines the minimum requirements for a purpose-designed, firefighter's structural firefighting boot as defined by the National Fire Protection Association's standard	Structural Fire Fighting Boot Black with SCOPE This specification defines the minimum requirements for a purpose-designed, firefighter's structural firefighting boot as defined by the National Fire Protection Association's standardNFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971. **STANDARDS / CERTIFICATION** • The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of NFPA 1971, 2018 Edition. • The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the third-party certification organization prescribed in NFPA 1971, 2018 Edition or recognized equivalent. • A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement. **CONSTRUCTION** The structural firefighting boot shall be of vulcanized rubber upper and sole construction and shall incorporate the following design elements: Pull-on system: Upper to feature durable pull-on rubber loop system. Height: Minimum 420 mm Colour: Black/YellowUpper & Lining thickness: 2.7mm	1			

		(Combined). Cut resistance as per NFPA. Outsole: One-piece moulded Lug type sole (Calendar type soles are not acceptable) Sole Shock Protection: 18kV Electrical shock resistance Insole: Sponge insole & removable high-density PU insole. Steel Midsole: 1-piece Stainless Steel, meets EN 345 Flexing test and Steel Shank, Triple fluted 1.2mm thick, : Corrosion resistant and Meets NFPA Ladder Shank Bend Resistance Steel Toe Cap: Meets EN 345 Impact & Compression. Reflective Trim: Top & Sides (3) Retro-reflective Trim inserts. Shin Protection: Heavy-duty layered Shin guard. Arch Protection: Ribbed, layered rubber reinforced foot arch protection. Side Arch Protection: Reinforced, layered side arch protection. Ankle Protection: Added ankle padding. Ankle Protection: Layered rubber heavy-duty heel protection support. Chemical Resistance: Upper & Sole acid and alkali resistant MATERIALS Leg lining: Kevlar/Nomex Minimum weight 160/ m2; Minimum thickness 1.5mm Upper: Black: 65% Natural Rubber, 30% Styrene Butadiene Rubber, 5% Chloroprene Rubber. Foxing: Yellow: 65% Natural Rubber, 30% Styrene Butadiene Rubber, 5% Chloroprene Rubber Sole / Heel: Black: 70% Chloroprene rubber, 30% Nitrile rubber. * Oil resistant – immersion in iso-octane (22 hours at 22 C) 2% max. Change in volume. *				

		Abrasion Resistant: DIN 53516 – 250mm max Hardness Shore A: 65 +- 5 LABELING **REQUIREMENTS** • **Labels shall be permanently** and integrally printed on materials that meet all the requirements for labels of NFPA 1971. • **The element shall be clearly labelled** to fully identify the material content • The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer. **TESTING** • A leakage test shall be performed prior to delivery by the manufacturer by immersing each boot in water and applying an air pressure of not less than 50kPa. **PACKAGING** • Each pair shall be individually packaged in a clear polybag along with the all-user information guides and information.				
30.	Structural Fire Fighting Gloves SCOPE This specification defines the minimum requirements for a structural firefighting glove specifically designed to withstand the effects of flame, heat, vapour, hazardous liquids, sharp objects and other hazards encountered during structural firefighting operations **CONSTRUCTION**	Structural Fire Fighting Gloves **SCOPE** This specification defines the minimum requirements for a structural firefighting glove specifically designed to withstand the effects of flame, heat, vapour, hazardous liquids, sharp objects and other hazards encountered during structural firefighting operations **CONSTRUCTION** Design: A five finger glove of wing thumb construction shall	1			

	Design: A five finger glove of wing thumb construction shall incorporate the following elements:	incorporate the following elements: • Elastic snugger band on back • Leather hanger loop • Leather seam welt between thumb and index finger • Lock stitched seams: Minimum 8 stitches per 25mm; Heat resistant Kevlar 7 thread. • Knit wrist with leather pull tab +- 90mm wide at base. • Knit wrist shall be a two-ply Nomex/Spandex material. Materials Configuration: The design shall be of a threelayer construction consisting of the following: • Outer Leather Shell - Double chrome tanned Thermo cowhide. • Moisture Barrier - A polyurethane moisture barrier to prevent liquid penetration of chemicals and water shall be fitted. The moisture barrier tabs shall be stitched to the leather shell. • Liner - A fire-retardant modacrylic Self Extinguishing Fleece liner shall be fitted. **CERTIFICATION** • The product must meet or exceed all requirements of NFPA 1971, 2007 Edition. • Current certification/verification shall be furnished by written documentation supplied by a recognized independent third-party test laboratory. • A sample glove meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days. Page 33 of 50 PACKAGING				

		• Each pair of gloves shall be individually packaged in a clear polybag along with the all-user information guides and information. LABELING REQUIREMENTS • Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971. • The element shall be clearly labelled to fully identify the material content. • The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.				
31.	Structural Fire Fighting Helmet Yellow, Red and White SCOPE	Structural Fire Fighting Helmet Yellow, Red and White **SCOPE** - This specification covers the requirements for Structural Fire Fighting helmets. - Helmets conforming to this specification are designed to help protect the firefighter from head and neck injuries related to structural firefighting activities and technical rescue activities. STANDARDS - Helmets for Structural Firefighting shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2007 Edition (Pertaining to Structural Fire Helmets) - Helmets for Technical Rescue shall meet or exceed NFPA 1951 Standard on Protective Ensemble for Technical Rescue Incidents 2007 Edition	1			

		(Pertaining to Technical Rescue Helmets) - Helmets for consideration must meet both NFPA requirements. - Certification/verification shall be furnished by written documentation supplied by a recognized independent third-party test laboratory. - A sample helmet meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days. - The helmet manufacturer shall be certified ISO 9001 company to assure quality procedures and production capabilities. **CONSTRUCTION** - Physical configuration the basic helmet shall a condensed rear brim design with a length of at least 290mm, a width of at least 254mm at the face shield hardware and a height of at least 172mm. - Impact Management System The impact management together as a system shall be designed to reduce the force of an impact to the helmet and the helmet wearer - Shell The helmet shall be of a contemporary style and shall be constructed of heat-resistant thermoplastic. Colour pigment shall be added to the thermoplastic resin as part of the manufacturing process that moulds the helmet to help maintain appearance by masking chips and scratches that might occur in daily wear and tear. The shell finish shall				

		be available in white, yellow, red, the edge of the outer shell shall have aluminium reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless steel clip and D-ring fastened by a stainless steel rivet. The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2007, Section 66.12, Heat Resistance requirements. - Unitary Inner Shell The inner shell shall be of unitary design, incorporating impact attenuating structures and shall be constructed of a heat-resistant thermoplastic. No urethane or other foam shall be utilized. - Crown Strap Suspension System The crown strap suspension system shall consist of two 19mm nylon woven straps attached to four nylon keys. nt system shall consist of an outer shell, a unitary inner shell and a crown strap suspension. These three components, working together as a system shall be designed to reduce the force of an impact to the helmet and the helmet wearer - Shell The helmet shall be of a contemporary style and shall be constructed of heat-resistant thermoplastic. Colour pigment shall be added to the thermoplastic resin as part of the manufacturing process that moulds the helmet to help maintain appearance by masking chips and scratches that might occur in daily wear and tear. The shell finish shall be available in white, yellow, red, the edge of the outer shell				

		shall have aluminium reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless-steel clip and D-ring fastened by a stainless steel rivet. The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2007, Section 66.12, Heat Resistance requirements. - Unitary Inner Shell The inner shell shall be of unitary design, incorporating impact attenuating structures and shall be constructed of a heat-resistant thermoplastic. No urethane or other foam shall be utilized. - Crown Strap Suspension System The crown strap suspension system shall consist of two 19mm nylon woven straps attached to four nylon keys. The keys shall be inserted into key sockets formed into the unitary inner shell. - 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 unitary inner shell by four black acetal buttons (two fronts, two rear). The headband shall have the ability to be raised or lowered inside of the unitary inner shell by adjusting the headband at one of three vertical positions on the T-shaped posts. The rear ratchet height adjuster shall permit at least 25mm of travel to permit the ratchet to be positioned for comfort on the nape of the firefighter's head. The ratchet housing shall				

		be wrapped in a cushion-backed leather cover to enhance fit and comfort at the nape of the head. This leather ratchet cover shall be attached by four pieces of Velcro hook and loop material to permit removal for cleansing and replacement. - Brow Pad The headband shall be supplied with a fire retardant (FR) cotton flannel brow pad, backed with foam cushion padding material at the forehead. This brow pad shall extend rearward on each side 165mm from the centre line of the headband to provide stability and comfort to the firefighter. The brow pad shall be attached by hook and loop material to permit removal for laundering and replacement. Attachment to the headband with stitching shall not be permitted. - Chin Strap The chinstrap shall be a three-point design consisting of min 19mm black Nomex webbing with a super-tough nylon quick release buckle. 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 third point of the strap shall connect through a rear anchor loop. The female side of the quick-release buckle shall be attached to the left side of the outer shell in the same manner. When the chinstrap is connected and fully extended, maximum side-to-side length				

		shall be at least 600mm when measured from one anchor block to the opposite anchor block. - Ear/Neck Protector The ear/neck protector shall consist of a 170g rip-stop Nomex outer shell backed with FR cotton flannel for comfort. A 25mm strip of loop material shall be stitched in one continuous band across the top of the outer shell portion of the ear/neck protector for attachment to the three corresponding located on the interior of the unitary 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 150mm from the sides of the helmet brim at the chinstrap 165mm from the centre rear of the helmet brim - Face shield the face shield shall be minimum length of 150mm (6”) and moulded in the formed position to fit the contour of the helmet brim. The face shield shall be mounted to the brim of the outer shell by means of a Quick-Attach mounting blade system to allow rapid removal/replacement of the face shield without the use of tools. When mounted, the face shield shall permit a minimum retract ability of 90 degrees in the stowed position. The face shield mounting hardware shall be constructed from glass-reinforced, flame resistant, nylon tested to NFPA 1971-				

		2007, Section 6-3 Flame Resistance Test 2. - Retro-reflective Trim, the outer shell shall have min five min 25mm x min100mm fluorescent lime-yellow, retroreflective markings located around the outer shell. The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting. corresponding strips of 25mm hook material located on the interior of the unitary 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 150mm from the sides of the helmet brim at the chinstrap 165mm from the centre rear of the helmet brim - Face shield the face shield shall be minimum length of 150mm (6”) and moulded in the formed position to fit the contour of the helmet brim. The face shield shall be mounted to the brim of the outer shell by means of a Quick-Attach mounting blade system to allow rapid removal/replacement of the face shield without the use of tools. When mounted, the face shield shall permit a minimum retract ability of 90 degrees in the stowed position. The face shield mounting hardware shall be constructed from glass-reinforced, flame resistant, nylon tested to NFPA 1971-2007, Section 6-3 Flame Resistance Test 2.				

		- Retro-reflective Trim The outer shell shall have min five min 25mm x min100mm fluorescent lime-yellow, retroreflective markings located around the outer shell. 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. WARRANTY The manufacturer shall warrant to the original purchaser that the entire helmet (excluding face shield) shall be free of defects in material and workmanship, under normal use and service, for a period of two years from the date of manufacture. The face shield is not warranted. AFTER-SALES SERVICE The supplier shall ensure that all spares and components subject to wear and tear including face shields, neck protectors, and reflective trim and brow pads are available during the warranty period.				
32.	Structural Fire Fighting Hood Yellow SCOPE • This specification defines the minimum requirements for a firefighter's structural hood. • The purpose of the hood is to afford limited protection to the head, neck and a portion of the shoulder area, of the firefighter against adverse environmental effects during fire ground operations, as	Structural Fire Fighting Hood Yellow **SCOPE** • This specification defines the minimum requirements for a firefighter's structural hood. • The purpose of the hood is to afford limited protection to the head, neck and a portion of the shoulder area, of the firefighter against adverse environmental effects during fire ground operations, as defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for	1			

	defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971. **CONSTRUCTION** - Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid.	Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971. **CONSTRUCTION** - Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid. - The hood and materials shall meet or exceed both the design and performance requirements for as outlined in NFPA 1971. The hood shall be a double layer, full drape, yoke style design providing chest, back and partial shoulder protection. - A tube style design shall not be acceptable. - All head and bib seams shall be flat lock stitched. - The bib hem shall be hemmed with a tight crochet stitch designed to eliminate bulky binding. - The face opening shall easily stretch to a minimum of 38cm to provide superior donning and fit characteristics for any size firefighter's head. - The face opening shall be sewn with minimum 12mm elastic and hemmed with over lock stitch. **MATERIALS** - The hood body shall consist of a double layer of 20/80 Nomex / Lenzing FR blend knit with a weight of approximately 220gram per square meter. - All thread material shall be 100% Nomex. **LABELING REQUIREMENTS** **-** A flame-retardant label shall be permanently fixed to the hood by means of all four label edges being sewn to the hood.				

		Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971. - The element shall be clearly labelled to fully identify the material content and shall be labelled with the FEMSA-style DANGER label. - The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date and manufacturer **PERFORMANCE** - The minimum Thermal Protective Performance (TPP) ratings shall be as follows: • Before washing: 23 • After washing: 24 CARE INSTRUCIONS - The manufacturer shall provide a user information guide which complies with user information requirements of NFPA 1971 and shall reference that standard. Topics shall include, but not necessarily be limited to pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations. This document shall be packaged with each unit supplied. **CERTIFICATION** • The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of NFPA 1971, 2007 Edition. The manufacturer must also list and label this product with				

		Underwriters Laboratories Inc. (UL) as the third-party certification organization prescribed in NFPA 1971, 2007 Edition or recognized equivalent. • A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement. PACKAGING - Each hood body shall be individually packaged in a clear polybag along with the all-user information guides and information.				
33.	Fire Fighting Half Masks with filters Must have a bayonet connector for easy and secure filter attachment x-guided strap system to ensure even weight distribution Flexi-fit head harness-excellent fit to your head Flexible nose section offers a secure seal in the most critical area	Fire Fighting Half Masks with filters Must have a bayonet connector for easy and secure filter attachment x-guided strap system to ensure even weight distribution Flexi-fit head harness-excellent fit to your head Flexible nose section offers a secure seal in the most critical area	1			
34.	Head Lamp Rechargeable LED head lamp with harness or headband for structural firefighting.	Head Lamp Rechargeable LED head lamp with harness or headband for structural firefighting.	1			
35.	Fire Fighting Goggles Needs to be constructed from high temperature material - The complete goggle needs to be tested at min 1500 ºC or higher - Needs to have a Sealed “Dual” Scratch-Resistant (Outside), and Anti-Fog Lens (Inside). UV Absorbing polycarbonate lens -	Fire Fighting Goggles Needs to be constructed from high temperature material - The complete goggle needs to be tested at min 1500 ºC or higher - Needs to have a Sealed “Dual” Scratch-Resistant (Outside), and Anti-Fog Lens (Inside). UV Absorbing polycarbonate lens - Needs to be comfortable, soft closed cell foam for a snug seal keeping smoke, debris and liquids out.	1			

	Needs to be comfortable, soft closed cell foam for a snug seal keeping smoke, debris and liquids out. - Non-vented body to offer best protection against smoke and dust, wide peripheral vision and needs to fit over prescription eyewear, easy strap adjustments	- Non-vented body to offer best protection against smoke and dust, wide peripheral vision and needs to fit over prescription eyewear, easy strap adjustments - Needs to meet at least NFPA 1977 Standards, 2005 Ed Certified				
36.	Rescue Gloves The glove must have a Min Level 3 cut resistant silicone coated Kevlar and finger side walls - The fingertips and palm side strategically reinforced with rubberized thermos plastic or similar for enhanced grip - The glove must have a flexible cuff and adjustable hook and loop wrist closure to provide a secure fit - The glove must a 100% high burst Kevlar or similar thread for extreme durability - The glove must include a reinforced carabiner hole and high visibility accents	Rescue Gloves The glove must have a Min Level 3 cut resistant silicone coated Kevlar and finger side walls - The fingertips and palm side strategically reinforced with rubberized thermos plastic or similar for enhanced grip - The glove must have a flexible cuff and adjustable hook and loop wrist closure to provide a secure fit - The glove must a 100% high burst Kevlar or similar thread for extreme durability - The glove must include a reinforced carabiner hole and high visibility accents	1			
37.	Fire Gear Kit Bag Red Must have enough room for fire gear, firefighting boots and firefighting helmet Must accommodate breathability	Fire Gear Kit Bag Red Must have enough room for fire gear, firefighting boots and firefighting helmet Must accommodate breathability	1			
			TOTAL			

TOTAL FOR YEAR 1	**R**	
TOTAL FOR YEAR 2	**R**	
TOTAL FOR YRAR 3	**R**	
TOTAL FOR YEAR 1,2 & 3	**R**	

4.1.4 ANIMAL POUND UNIT

ITEM NO.	ITEM	SPECIFICATION	Pricing Per Item	YEAR 1 PER ITEM	YEAR 2 PER ITEM	YEAR 3 PER ITEM
1.	Savannah Bush Shirt - Olive/Stone	Fabric 100% Cotton Features • Two-tone design • Reinforced double stitching. • 100% Durable cotton - all terrain fabric • Double pleated pockets with Velcro fastening.	1			
2.	Contract Combat Trouser (PA-CON)	Color: Khaki	1			
3.	Long sleeve jersey	• Color: Khaki • V neck • Epaulettes attached to the shoulder with matching 2 eye 15mm button. • 7cm ribbed cuffs and waist • Elbow patches. • Inset sleeves. • 7-gauge needle out knit with 100% low pill acrylic yarn • Fabric: Jersey: 100% Acrylic · Epaulettes & Elbow Patches: 65 / 35 Polycotton Twill	1			
4.	Socks Long Khaki	• 100% Cotton	1			

5.	Socks Short Khaki	• 100% Cotton	1			
6.	Ancle Boot Black	• Steel Toe Tip • Genuine Leather • Soft Cushioned • Water Resistant • Genuine Rubber Heals & Soles • Anti Slip (Oil, Water)	1			
7.	Combat Belt Black	• Nylon Web Belt 120cm 57mm	1			
TOTAL				**R**	**R**	**R**

TOTAL FOR YEAR 1	**R**		
TOTAL FOR YEAR 2	**R**		
TOTAL FOR YRAR 3	**R**		
TOTAL FOR YEAR 1,2 & 3	**R**		

	TOTAL FOR PROTECTION SERVICES LAW ENFORCEMENT UNIFORM FOR 3 YEARS	**R**
	TOTAL FOR DISASTER MANAGEMENT UNIT UNIFORM FOR 3 YEARS	**R**
	TOTAL FOR FIRE & RESCUE UNIT UNIFORM FOR 3 YEARS	**R**
	TOTAL FOR ANIMAL POUND UNIT UNIFORM FOR 3 YEARS	**R**
	TOTAL CARRIED FORWARD TO TOTAL BID PRICE	**R**

5. DELIVERABLES

a) Signing of a Service Level Agreement and a contract with the Greater Kokstad Municipality.
b) To Supply & Deliver good quality uniform to the Greater Kokstad Municipality Community Safety Department.

6. EXPECTED OUTCOMES

The uniform service provider is expected to provide specialized uniform services for the identified Units/Departments as per section 4 of this document.

7. PROJECT TIMEFRAME

The contract is for the period of three years commencing from the date awarded but can be terminated when there is proof of underperformance or substandard.

8. EVALUATION CRITERIA

Bidders will be evaluated on two stages:
Stage 1: Functionality Assessment
Stage 2: Price Scoring & Specific Goals

8.1. FUNCTIONALITY (50)

With regards to functionality the following criteria will be applicable and the maximum score of each criterion are indicated in brackets.

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
PROOF OF EXPERIENCE (50)	Bidders must submit proof of experience where similar services were provided, for example (police uniform, law enforcement uniform, traffic uniform & fire department uniform etc.). Bidders must submit a signed appointment letter /order with a signed Reference letter for each project to claim points. The Appointment/ order and reference letters must be signed by MM, Project Manager or a person at Head of Department level (50) • 5 and above appointment letters/orders and reference letters = 50 points • 4 and above appointment letters/orders and reference letters = 40 points • 3 appointment letters/orders and reference letters = 30 points • 2 appointment letters/orders and reference letters = 20 points • 1 appointment letters/orders and reference letters = 10 points • No appointment and reference letter = 0 points **NB: Points will only be given for each project where the tenderer has submitted all the required documents**
TOTAL POINTS	**50 POINTS**

A bidder that scores less than 30 points out of 50 in respect of "functionality" will be regarded as submitting a non-responsive quote and will be disqualified and will be not evaluated for price.

8.2. POINTS AWARDED FOR PRICE AND SPECIFIC GOALS POINTS

The following preference point systems are applicable to this bid:

The 80/20 system for requirements with a Rand value below R50 000 000.00

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.
Points for this bid shall be awarded for:
Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:
80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).
Where

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

Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

POINTS AWARDED FOR PRICE AND SPECIFIC GOAL POINTS

The following preference point systems are applicable to this bids:

The 80/20 system for requirements with a Rand value below R50 000 000.00

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.
Points for this bid shall be awarded for:
Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:
80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).
Where

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

Ps = Points scored for comparative price of bid or offer under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for specific goals

The following preference point systems are applicable to this bids:

The 80/20 system for requirements with a Rand value below R50 000 000.

The value of this bid is estimated to be below R50 000 000.00 and therefore the 80/20 system shall be applicable.

Points for this bid shall be awarded for:

Price and Preferential Procurement Framework Act

The points allocated for price will calculated as follows:

80/20 Preference point system [(for acquisition of services, works or goods with a Rand value below R1million) (all applicable taxes included).

Where

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

Ps = Points scored for comparative price of bid or offer under consideration

Pt = Comparative price of bid or offer under consideration

Pmin = Comparative price of lowest acceptable bid or offer.

Points scored will be rounded off to the nearest 2 decimal places.

Step 2: Calculation of points for specific goal points

Points will be awarded to a bidder for attaining the required goals and submitting the required documentation as requested below:

The 80/20 preferential point system will be applied, where 80 points will be allocated for price and 20 points for Municipality's specific goals that is on ownership and RDP goals.

PREFERENCE	**80/20**	**Documents required for verification**
GOAL 1 – Ownership- Maximum Points	**10**	
Business owned 50% or more by black person	5	▪ Detailed CSD
Business owned 50% or more by black women	5	▪ Detailed CSD
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within the Republic of South Africa	10	▪ Refer to Section J.

A bidders will not be disqualified from the bidding process if they did not submit the required documentation for specific goals; no point will be allocated to the bidder.

The points scored for price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

A bid will not be disqualified from the bidding process if the bidder has not submitted the required documentation for specific goals, but no specific goal points will be allocated to such bidder.

The points scored for price will be added to the points scored for specific goals to obtain the bidder's total points scored out of 100.

Total points for the price and specific goal points must not exceed 100

VERY IMPORTANT:

IF ANY OF THE ABOVEMENTIONED DOCUMENTS ARE NOT SUBMITTED OR COMPLETED IN THEIR ENTIRETY, THE BIDDER WILL BE DEEMED TO BE NON-RESPONSIVE AND DISQUALIFIED

In evaluating and adjudicating the bid the following criteria will be considered:

a. Compliance with bid requirement
b evaluation of functionality
c. Value for money
d. PPPFA and associated regulations

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

MBD 3.1

DESCRIPTION	QUANTITY	AMOUNT
COMPANY STAMP		
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

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.

CONDITIONS OF TENDER

- Price(s) quoted must be valid for at least thirty (120) days from date of offer for evaluation purposes.
- Price(s) or rates quoted must be firm and include VAT (**Non-compliance** with the Value Added Tax Act,1991; i.e. In terms of this Act **it is mandatory** for any business **to register for VAT** if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million.
  NB: Bidder/s failing to comply with this provision of the Value Added Tax Act,1991 **WILL NOT BE CONSIDERED**, therefore rejected)

- Tenderers SARS Tax PIN/CSD must be attached.
- Tender documents signed by a person who does not have authority to sign will be disqualified.
- Tenderers who did not complete the compulsory questionnaires, who abuse the employer's supply chain management system will not be conceded
- Non-collusion affidavit to be executed by bidder and submitted with the bid (MBD 9).

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

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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.

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
GOAL 1 – Ownership- Maximum Points	10	
Business owned 50% or more by black person	5	
Business owned 50% or more by black women	5	
GOAL 2 – RDP- Maximum Points	**10**	
Promotion of business located within the Republic of South Africa	10	

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: ……
……
……
……

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	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 *audi alteram partem* 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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

……...	**……..…**
Signature	**Date**
……	**……**
Position	**Name of Bidder**

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

_____that:

(Name of Bidder)

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

However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

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

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

…….. ……..

Signature Date

…….. ……

Position Name of Bidder

INSTRUCTIONS TO BIDDERS

PUBLICATION REFERENCE:

In submitting their bid, bidders must respect all instructions, forms, Terms of reference, contract provisions and specifications contained in this bid dossier. Failure to submit a bid containing all the required information and documentation within the deadline specified will lead to the rejection of the bid.

1. Services to be provided

These services required by the Contracting Authority are described in these Terms of Reference/Specification.

2. Participating and sub-contracting

2.1 Participation in this bid is open to everyone.

2.2 Bids should be submitted by the same service provider or consortium, which has submitted the proposal based on the above. **No change whatsoever in the identity or composition of the bidder is permitted;**

2.3 Short-listed service provider or consortia are allowed to form alliances with any other firms or to sub-contract to each other for the purpose of this contract;

2.4 Sub-contracting will be allowed, only in so far as it was stated in the initial bid.

2.5 Duplication of bid document is prohibited.

3. Contents of Bids

Bid must comprise of a financial offer must be submitted with the bid.

4. Financial offer

The financial offer must state the bidder's price in South African Rand for providing the services according to its Technical offer and the bidders offer must be inclusive of vat and any other relevant taxes.

The same person, who signed the corresponding must sign this document.

5. Submission of samples

Where necessary, Prospective service providers may be requested to supply samples to the Municipality to enable verification of SABS and SANS specifications on samples provided and compliance with Local Content Criteria. These are to be supplied at the request of the Municipality prior to the evaluation of compliant bids. **Samples supplied will serve as standard quality.**

6. Variant solutions

Any variant solutions will not be taken into consideration.

Period during which Bid are binding

Bidders are bound by their bids for 120 days after the deadline for the submission of bids. In exceptional cases, before the period of validity expires, the Contracting Authority may ask bidders to extend the period for a specific number of days, which may not exceed 40.

The successful bidder must maintain its bid for a further 60 days from the date of notification that its bid has been selected for the contract.

7. Additional information before the deadline for submission of bidders

The bid dossier should be clear enough to avoid the Contracting Authority from having request additional information during the procedure. If the Contracting Authority, either on own initiative or in response to the request of a short-listed candidate, provides additional information on the bid dossier, such information will be sent in writing to all other bidders at the same time.

Bidders may submit questions in writing to the following address up to 10 days before the deadlines for submission of bids, specifying the **publication reference** and the **contract title:**

Attention: Ms. A. Mahlaka
Greater Kokstad Municipality
75 Hope Street
P.O. Box 8
KOKSTAD
4700
Email: andiswa.mahlaka@kokstad.gov.za

Any prospective bidders seeking to arrange individual meetings with either the Contracting Authority during the bid period may be excluded from the bid procedure.

Any clarification of the bid dossier will be communicated simultaneously in writing to all bidders at the latest 7 calendar days before the deadline for submission of bids. No further clarifications will be given after this date.
Visit by individual prospective bidder during the bid period are not permitted other than the site visit for good reasons.

8. Submission of Bids

Bids must be submitted in English such that they are received before the deadline specified by in the letter of invitation to bid.

Any infringement of these rules (e.g. unsealed envelops) is to be considered a breach of the rules, and will lead to rejection of the bid.

The envelope should carry the following information:

a) The address for submission of bid indicated above;);

b) The words “Not to be opened before the bid opening sessions”;

c) The pages of the Technical and Financial offers must be numbered.

9. Alterations or Withdrawal of Bids

9.1 Bidders may alter or withdraw bids by written notification prior to the deadline for submission of bids. No bid may be altered after this deadline.

9.2 Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with clause 8. The envelope must be marked “Alteration” or “Withdrawal” as appropriate.

10. Costs for preparing Bids

No costs incurred by the bidder in preparing and submitting the bid shall be reimbursable. All such costs shall be borne by the bidder. In particular, if proposed key members were interviewed, all costs shall be borne by the bidder.

11. Ownership of Bids

The Contracting Authority retains ownership in all bid received (this excludes intellectual property for all but the successful bidder) under this tendering procedure. Consequently, bidders have no right to have their bids returned to them.

12. Confidentiality

The entire evaluation procedure, from the drawing up of the shortlist to the signature of the contract, is confidential. The Evaluation / Adjudication Committee’s decisions are collective and its deliberations are held in closed session. The members of the Evaluation / Adjudication Committee are bound to secrecy.

The evaluation reports and written records are for official use only and may be communicated to neither the bidders nor to any party other than the Contracting Authority.

13. Ethics clauses / Corruptive practices

a) Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation / Adjudication Committee or the Contracting Authority during the process of examining, clarifying, evaluating, comparing and adjudication bid will lead to the rejection of its bid and may result in administrative penalties.

b) The bidder must not be affected by any potential conflict of interest.

c) The Greater Kokstad Municipality reserves the right to suspend or cancel funding to this project if corrupt practices of any kind are discovered at any stage of the award process or during the implementation of a contract, if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, “corrupt practices” are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

d) Bids will be rejected, or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the bidder or contractor from other Community contracts and in penalties.

14. Documentary evidence required from the successful Bidder

The successful bidder will be informed in writing that its bid has been accepted (notification of award). Before the Contracting Authority signs the contract with a Successful bidder, a successful bidder may be requested to provide additional information as deemed necessary by the Contracting Authority.

This evidence or these documents must carry a date, which cannot be more than 180 days in relation to the deadline for the submission of the bidder. In addition, a sworn statement shall be furnished stating that the situations described in these documents have not changed since then.

If the successful bidder fails to provide these documents or is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

15. Signature of contract(s)

Within 7 days of receipt of the contract already signed by the Contracting Authority, the selected bidder shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected bidder to comply with this requirement may constitute grounds for the annulment of the decision to award the contract. In such a case, the Contracting Authority may award the bid to another bidder or cancel the bid procedure.

The other candidates will be informed that their bids were not accepted, by means of a standard letter.

16. Cancellation of the Bids procedure

In the event of cancellation of the bid procedure, bidders will be notified of the cancellation by the Contracting Authority. If the bid procedure is cancelled before the envelopes of any bid has been opened, the unopened and sealed envelopes will be returned to the bidders.

Cancellation may occur when:

- The bid procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile bid has been received or there is no response at all;

- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or *force majeure* render normal performance of the contract impossible;
- All technically compliant bids exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a bid even if the Contracting Authority has been advised of the possibility of damages.

The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

17. Intentions to award

Bidders will be informed of the Municipality's intention to award (notification of the intention to award). A notice will be sent to bidders or will be uploaded on the Greater Kokstad Municipality Website.

THE NATIONAL TREASURY
Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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32. Taxes and duties
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34. Amendments of contracts
35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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 Vendor, 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 Vendor 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 with 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 consignee’s 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 Vendor 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 markets 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 Vendor and not involving the Vendor’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 Vendor 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 Vendor 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/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 Institution purchasing the goods/works and/or service.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

1.24 **"Services"** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Vendor covered under the contract.

1.25 **"Written"** or **"in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of

rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.

2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Vendors, 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/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract Document and Information; Inspection

5.1 The Vendor 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 Vendor 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 Vendor 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 Vendor's performance under the contract if so required by the Purchaser.

5.4 The Vendor shall permit the Purchaser to inspect the Vendor's records relating to the performance of the Vendor and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.

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

6. Patent Rights

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

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

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

b) A cashier's or certified cheque.

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

8. Inspection, Tests and Analysis

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 Institution or an organization acting on behalf of the Institution.

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 Vendor.

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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the Vendor 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 Vendor's cost and risk. Should the Vendor fail to provide the substitute supplies forthwith, the Purchaser may, without giving the Vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the Vendor.

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. Packaging

9.1 The Vendor 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 Vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the Vendor are specified in SCC.

10.2 Documents to be submitted by the Vendor are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The Vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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 Vendor of any warranty obligations under this contract;

e) training of the Purchaser's personnel, at the Vendor's plant; and /or

f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the Vendor 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 Vendor for similar services.

14. Spare Parts

14.1 Specified in SCC, the Vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Vendor:

a) such spare parts as the Purchaser may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract; and

b) in the event of termination of production of the spare parts:

   i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

   ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Vendor 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 Vendor 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 Vendor, 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 Vendor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Vendor 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 Vendor, 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 Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the contract.

16. Payment

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

16.2 The Vendor shall furnish the Purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

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

17. Prices

17.1 Prices charged by the Vendor for goods/works delivered and/or services rendered under the contract shall not vary from prices quoted by the Vendor in this bid, with an exception of any price adjustments authorized in SCC or Purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Assignment

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

20. Subcontractors

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

21. Delay in Vendor's Performance

21.1 Delivery of the goods/works and/or performance of services shall be made by the Vendor 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 Vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at his discretion extend the Vendor'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 essential services executed if an emergency arises, the Vendor's point of supply is

not situated at or near the place the supplies are required or the Vendor's supplies or goods are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the Purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the Vendor'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 Vendor.

22. Penalties

22.1 Subject to GCC Clause 25, if the Vendor fails to deliver any or all of the goods/works and/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/works and/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 Vendor, may terminate this contract in whole or in part:

a) if the Vendor 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 Vendor fails to perform any other obligation(s) under the contract; or

c) if the Vendor, 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 and/or services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar goods/works and/or services. However, the Vendor 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 Vendor by prohibiting such Vendor 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 Vendor or any person associated with the Vendor, the Vendor 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 Vendor 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 Vendor.

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 Vendor 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 Vendors 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 vendor 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 as a result of an event of Force Majeure.

25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor 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 on Insolvency

26.1 The Purchaser may at any time terminate the contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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 Vendor 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 Vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

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

(b) the Purchaser shall pay the Vendor any monies due the Vendor.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

a) the Vendor 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 Vendor to pay penalties and/or damages to the Purchaser; and

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the Vendor 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 Vendor 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 Vendor 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 Purchaser 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. Transfer of contract

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendments of contracts

34.1 No agreement to amend or vary a contract or order or conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing

35. National Industrial Participation Programme

35.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

36. Prohibition of Restrictive Practices

36.1 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).

36.2 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.

36.3 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.

APPROVAL OF THE TOR'S BY EXECUTIVE MANAGER

INITIALS AND SURNAME	
DATE	
SIGNATURE	