CLUSTER

COMMUNITY AND EMERGENCY SERVICES

UNIT

METRO POLICE

DEPARTMENT

LOGISTICS

PROCUREMENT DOCUMENT: GOODS / SERVICES

Documents can be obtained, in electronic format, issued by the eThekwini Municipality.
Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekwini Municipality's Supplier Portal. The entire document should be printed and suitably bound by the tenderer.

Tender No: **1C-23020**
Title: **Supply and Delivery of Metro Police Uniform and Equipment.**

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: **A Compulsory Clarification Meeting will be held EThekwini Metro Police Headquarters, Second floor boardroom, Archie Gumede Place on 16/05/2024 at 11:00 am. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 06 June 2024**

Queries can be addressed to:

General / Contractual: **Ndoda Mthembu; Tel: 031 322 7188; eMail: Ndoda.Mthembu@durban.gov.za**

Technical: **Ian Tembe; Tel: 031 311 2846; eMail: Ian.Tembe@durban.gov.za**

DELIVERY OF TENDERS

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than:

Closing Date: **Friday, 14 June 2024**
Time: **11:00am**

If registered on the eThekwini Municipality's Supplier Portal, tender submissions can be made electronically.

FACSIMILE, eMAIL or POSTED TENDERS WILL NOT BE ACCEPTED

Issued by:
ETHEKWINI MUNICIPALITY

Deputy Head: LOGISTICS
Issued: **June 2023**

Document Version: 22/02/2023

NAME OF TENDERER: ……………………………………………………………………………………………

Tender Price: R ……………………………………………………… **VAT Registered: YES / NO** (circle applicable)

PROCUREMENT DOCUMENT (Goods / Services)

INDEX

SECTION 1: GENERAL INFORMATION

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE ETHEKWINI MUNICIPALITY

TENDER No.:	1C-23020
DESCRIPTION:	**Supply and Delivery of Metro Police Uniform and Equipment.**
CLOSING DATE / TIME:	Friday, 14 June 2024 at 11:00am

All tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwini Municipality. Electronically downloaded documentation should be printed by the tenderer.

Tenderers are required to be registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

Registration on the **eThekwini Municipality's Database** can be done via website: https://ethekwinivendor.durban.gov.za/

Tenderers should ensure that tenders are delivered timeously to the correct address as stated in the Conditions of Tender. If a tender is late, it will not be accepted for consideration.

The Municipality will consider a tender submitted in response to this request for tender to be an offer from your company to perform the supply on the basis of that tender. Accordingly, please review the attached General and Special Terms and Conditions which will form the basis for any supply arrangement entered into between the Municipality and your company.

The Municipality is seeking tenders from potential suppliers only and makes no representation or promise in relation to procuring work from a supplier or suppliers. The Municipality will not be responsible for any costs associated with preparing and submitting a tender.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

NB: NO TENDER WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE
(as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(Failure to do so may result in your tender being disqualified)

Name of Tenderer: ……………………………………………………………………………………..............

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

Street Address: ……………………………………………………………………………………..............

E-Mail Address: ……………………………………………………………………………………..............

Telephone Number:				-				-				
Cell phone Number:				-				-				
Facsimile Number:				-				-				

	Circle Applicable
Is your entity registered on the **eThekwini Municipality's supplier database**?	YES / NO
• If YES insert your PR Number: ....……………….……….............................	PR ……......…….......
Is your entity registered on the **National Treasury Central Supplier Database** (CSD)?	YES / NO
• If YES, insert your MAAA Number: ………………………..................................	MAAA ..……....…........
Insert a SARS Tax Compliance Status PIN	..……....….................
Is your entity VAT registered?	YES / NO
• If YES insert Vat Registration Number: ………………......……….......................	……….........………….
Has a **Declaration of Municipal Fees** been submitted?	YES / NO
Has a **Declaration of Interest** (MBD 4) been submitted?	YES / NO
Has a **Declaration for Procurement Above R10 Million** (MBD 5) been submitted?	YES / NO
Has a **Preference Points Claim** (MBD 6.1) been submitted?	YES / NO
Has a **Declaration of Bidder's Past SCM Practices** (MBD 8) been submitted?	YES / NO
Has a **Certificate of Independent Bid Determination** (MBD 9) been submitted?	YES / NO
Are you the accredited representative in South Africa for the goods / services / works offered? If YES, enclose proof.	YES / NO

Signature of Tenderer: …………………………………………… Date: ……….……………..............

Name / Surname: ………………………………..……………………….……… (in block capitals)

Capacity under which this tender is signed: ……………………………………………………………………………..............

SECTION 2 : CONDITIONS OF TENDER – (Goods / Services : June 2019)

INDEX

STANDARD CONDITIONS OF TENDER (Goods / Services)

1. DEFINITIONS

General:

(1) Defined words / phrases are printed in Italic font.
(2) Definitions apply to the singular as well as the plural.
(3) Any reference to the masculine gender shall be taken to include the feminine and any reference to the feminine gender shall be taken to include the masculine.
(4) The words "bid" and "tender", and "bidder" and "tenderer" can be used interchangeably.
(5) All definitions as defined in the ***General Conditions of Contract*** are applicable to these ***Standard Conditions of Tender***. These definitions include:
  (a) "Closing time"
  (b) "Contract"
  (c) "Contract Price"
  (d) "Corrupt practice"
  (e) "Countervailing duties"
  (f) "Country of origin"
  (g) "Day"
  (h) "Delivery"
  (i) "Delivery ex stock"
  (j) "Delivery into consignees store or to his site"
  (k) "Dumping"
  (l) "Force majeure"
  (m) "Fraudulent practice"
  (n) "GCC"
  (o) "Goods"
  (p) "Imported content"
  (q) "Local content"
  (r) "Manufacture"
  (s) "Order"
  (t) "Project site"
  (u) "Purchaser"
  (v) "Republic"
  (w) "SCC"
  (x) "Services"
  (y) "Supplier"
  (z) "Tort"
  (aa) "Turnkey"
  (bb) "Written" or "in writing"
(6) **Bid or Tender**: The offer submitted in respect of an invitation to submit such an offer.
(7) **Bidder or Tenderer**: An entity (company, close corporation, partnership, joint venture, sole proprietor) which submits a *bid/tender*.
(8) **Municipality**: The eThekwini Municipality, as represented by the duly authorised delegate, official or committee.
(9) **SCT:** Special Conditions of Tender (found in Section 3).
(10) **Week**: A period of seven (7) consecutive *days*.
(11) **Material Deviation**: A material deviation or qualification is one which, in the *Municipality's* opinion, would:
  (a) Detrimentally affect the scope, quality, or performance of the services or supply identified in the Scope;
  (b) Significantly change the *Municipality's* or the *Tenderer's* risks and responsibilities under the contract; or
  (c) Affect the competitive position of other *Tenderers* presenting responsive *tenders*, if it were to be rectified.

2. CONDITIONS OF TENDER & CONTRACT

The specification will be governed by the ***Standard Conditions of Tender*** (Goods and Services), ***Special Conditions of Tender (SCT)***, ***General Conditions of Contract (GCC)*** (Government Procurement General Conditions (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010), the ***Special Conditions of Contract (SCC)***, the ***Occupational Health and Safety Act*** (Act No. 85 of 1993), and the ***eThekwini Code of Conduct***.

Complete Acceptance of Conditions
Unless otherwise expressly stipulated in a letter covering the *tender*, every *Tenderer* shall be deemed to have waived, renounced, and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of their *tender*, which are in conflict with the ***General Conditions of Contract*** and ***Special Conditions of Contract***. *Tenderers* are advised that any *material divergences / qualifications* from the official Conditions or Specification will render their *tenders* liable to disqualification.

3. TENDER INFORMATION

(1) **General**
  (a) *Tenders* will be liable for rejection unless made out on the official tendering documentation.
  (b) Any alterations effected upon any of the tendering documents must be clearly shown by means of a hand written (black, non-erasable ink), or typed, entry and must be signed in full by the *Tenderer*. **The use of correction fluid is not permitted**.
  (c) *Tenderers* may submit alternative solutions that, in the *Tenderer's* opinion, are to the *Municipality's* advantage economically and technically. Full technical details of the alternative *tender(s)* shall be submitted with the tender documents. Alternative *tender(s)* shall be submitted separately.

(2) **Obtaining Tender Documentation**
All tenders must be submitted on official tender documentation issued, in electronic format, by the eThekwini Municipality. Electronically downloaded documentation (obtainable free of charge) should be printed and suitably bound by tenderer.

(3) **Queries Relating to this Tender**
Queries can be directed to the person / Department as stated in the ***SCT***.

(4) **Briefing Session (Clarification Meeting)**
Details of the briefing session are stated in the ***SCT***.
Failure to attend a compulsory briefing session will invalidate the *tender*. *Tenderers* must sign the attendance list in the name of the tendering entity. Tenders will only be evaluated from those tendering entities appearing on the attendance list.

(5) **Closing Date and Delivery of Tender Submissions**

Sealed *tenders* made out on the enclosed Official Tender Form, which shall be signed by or on behalf of the *Tenderer* , and addressed to the City Manager, marked with the appropriate Tender number, must be placed in the **Tender Box** as stated in the ***SCT*** not later than the **date and time** as stated in the ***SCT***, where after they will be opened publicly.

All tender documents **must** be placed directly into the Tender Box and should not be delivered to any other Municipal Department. *Bidders* are advised that *tenders* submitted by post, fax or email **will not** be considered. All couriered documents must be placed directly into the Tender Box and should not be delivered to any other Municipal Department.

Any *tender* received after the closing date and time stated for the receipt thereof **shall not** be accepted for consideration and shall be returned to the *Tenderer*.

(6) **Tender Validity and Withdrawal of Tenders**

Tenders must hold good until 16:00 of the 5th week following the date on which *tenders* are opened, or during such other period as may be specified in the ***SCT***. The *Municipality* may, during the period for which *tenders* are to remain open for acceptance, authorize a *Tenderer* to withdraw their *tender* in whole or in part on condition that the *Tenderer* pays to the *Municipality* on demand, a sum of one thousand Rand (R1,000.00). The *Municipality* may, if it thinks fit, waive payment of such sum in whole or in part.

4. **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

Each *Tenderer* shall complete fully and accurately the following documents and submit these documents with the *tender*:

(1) **Authority of Signatory:** In terms of Clause 4(5)(c) of the Conditions of Tender.

(2) **Tax Compliance Status PIN / Tax Clearance Certificate:** SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

(3) **Declaration of Municipal Fees:** Only those *Bidders* whose municipal fees are fully paid, or those that have concluded acknowledgement of debt agreements with the *Municipality*, are eligible to *tender*.

All Bidders must sign the Declaration of Municipal Fees returnable form, declaring that their municipal fees are in order or that acknowledgement of debt agreements have been concluded, and include the relevant account numbers in the declaration. Failure to include account numbers or sign will invalidate the *tender*. The completion of the declaration is also applicable to *Bidders* outside of the eThekwini Municipal Area.

(4) **Declaration with respect to the Occupational Health and Safety Act:** Acceptance of undertaking in terms of the Occupational Health and Safety Act (Act 85 of 1993) and the relevant Regulations.

(5) **Municipal Biding Documents** (which includes):

- **MBD 4:** Declaration of Interest: All Bidders are to sign the Declaration of Interest wherein they declare any relationship that may exist with an official of the Municipality involved in the evaluation process.
  Regulation 44 of the Supply Chain Management Regulations states that a Municipality or Municipal Entity may not make any award to a person:
  (i) Who is in the service of the state;
  (ii) If that person is not a natural person, of which any Director, Manager, Principal, Shareholder or Stakeholder is a person in the service of the state; or
  (iii) Who is an advisor or consultant contracted with the Municipality or municipal entity.
  Should a contract be awarded, and it is subsequently established that Regulation 44 has been breached, the Municipality shall have the right to terminate the contract with immediate effect.

- **MBD 5:** Declaration for Procurement Above R10 Million (if applicable): For all procurement expected to exceed R10 million (all applicable taxes included), tenderers must complete this questionnaire.

- **MBD 6.1**: Preference Points Claim Form: For the awarding of Preference Points, Bidders are required to complete the attached MBD 6.1 form and return it with their tender submission. Failure on the part of a tenderer to complete and submit this form will be interpreted to mean that preference points for **Specific Goals** are not claimed.
  The Municipality reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

- **MBD 8**: Declaration of Bidders Past Supply Chain Management Practices Form: This form 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.

- **MBD 9**: Certificate of Independent Bid Determination: Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms if it involves collusive tendering or tender rigging. In order to give effect to this, the Certificate of Bid Determination must be completed and submitted with the tender.

(5) **Official Tender Form** (see Section 9)

- **Legal Status of Tenderer**
  It is essential for the purpose of entering into a legal contract that *Bidders* state on the Official Tender Form, under "Name and Address of Tenderer ", their full legal status:
  (i) the full registered name of the company making a *tender*; or
  (ii) if the *Tenderer* is a person conducting business under a recognised trading name then:
    - State the name of the person(s);
    - State recognised trading name; and
    - State whether an owner, co-owner, proprietor, etc.

(b) **Signing of Official Tender Form**
Failure of a *Tenderer* to complete, in its entirety, and sign the Official Tender Form will invalidate the *tender*.

(c) **Authority of Signatory**
Bidders are to complete and sign the Authority of Signatory returnable document, and attach the required additional documents.

(d) **Differences or Discrepancies**
Should there be any difference or discrepancy between the prices or price contained in the Official Tender Form and those contained in any covering letter from the Tenderer, the prices or price contained in the Official Tender Form shall prevail.

(6) **Any additional Schedules, Forms, or Certificates as stated in the *SCT***.

5. INFORMATION TO BE SUPPLIED REGARDING SUB-CONTRACTORS

Bidders are to state in their *tenders*, or covering letters, whether, if the contract were to be awarded to them, the whole of the work would be executed by them in their own workshop / factory. If the answer is in the negative, they are required to state which part(s) would be handed to sub-contractors and the name and address of such sub-contractors.

6. SAMPLES

Bidders may be required to state where samples of the full range of products can be inspected or be required to submit samples for inspection prior to the closing date of the *tender*.

7. MANUFACTURERS

The names of the manufacturers of the goods or equipment offered must be stated in the *tender*.

Bidders who are not manufacturers, accredited distributors, or agents must provide a valid agreement / Joint Venture Agreement, entered into with the manufacturer, accredited distributors, or agents, with their submission. This agreement must meet all the requirements as laid down in the *tender* document, and must cover the contract period.

8. CLARIFICATION

The Head: Supply Chain Management Unit, or an authorized representative, may request clarification or further information on any aspect of the *tender*. The *Tenderer* **must** supply the requested information within the time specified. Failure to comply will render the *tender* non-responsive.

9. PRICING

Bidders would be precluded from this *tender* if their pricing structure deviates from the Official Tender Form.

(1) **Nett Prices**
All prices shall be quoted in South African currency (Rand) after deduction of any brokerage or discount allowed to the Municipality.

(2) **Unit Prices**
Bidders shall quote only one price in respect of each item. Such price is to hold good for the full duration of the contract period, being subject to variation only in accordance with specified criteria, as stated in the ***Conditions of Contract***.

(3) **Firm Tenders**
Bidders may submit firm prices for each 12 month period. These prices shall be free from all fluctuations, including any statutory increases.

(4) **Value Added Tax (V.A.T)**
Prices exclusive and inclusive of VAT must be stated separately on the Official Tender Form.

10. ESTIMATED QUANTITIES

The estimated quantities are set out in Section 8 : Bill of Quantities / Schedule of Rates/Activities which forms part of the official tender documents. The quantities are stated purely for the information of the *Bidders* and are in order to ascertain an estimated total contract price. The *Supplier* will, however, be bound to supply whatever quantity or quantities the *Municipality* may actually require, and may exceed, or be less than, the estimated quantities stated.

11. DELIVERY, RISK, PACKAGES, ETC

(1) Unless otherwise provided, all goods are to be supplied only against the form of order issued by the *Municipality*.
(2) *Bidders* shall quote a unit price which shall include delivery to the specified delivery point, as stated in the ***SCT.***
(3) The risk in all goods purchased by the *Municipality* under the contract shall remain with the *Supplier* until such goods shall have been duly delivered.
(4) *Bidders* shall clearly state the period within which delivery will be made after receipt of the official order, as this may be material in the adjudication of the *tender*.

12. RATES OF EXCHANGE

(1) Where the goods are imported the *Supplier* shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The *Supplier* shall notify the *Municipality* as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of *tenders* and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by the Municipality. Upon the failure of the *Supplier* to arrange forward exchange cover, the *Supplier* shall be liable should there be any increase in the basic rate of exchange occurring after the last mentioned date.

The bank charges incurred in obtaining the forward exchange cover shall be for the *Municipality's* account.

(2) The *Supplier* shall on request:

(a) Submit documentary proof of the rate of exchange; and

(b) When an adjustment is claimed in terms of this sub-clause, whether by the *Supplier* or the *Municipality*, submit documentary proof to the satisfaction of the Deputy City Manager: Treasury in respect of such claim.

13. IMPORT PERMITS

1) In order to minimise special importation, *Bidders* should, where possible, have recourse to local suppliers and / or manufacturers.

2) *Bidders* must state whether their *tender* is dependent upon the issue of a special import permit or whether they are able to supply the goods by making use of the import facilities available to them.

3) In the event of a tender being dependent upon the issue of a special import permit, application for such special import permit shall be made by the Tenderer , unless otherwise provided for in the ***SCT***.

14. EVALUATION PROCESS

The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekwini Municipality's current SCM Policy and the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (November 2022).

Details of additional evaluation criteria, if applicable, are stated in the *SCT*.

Evaluation points for price and preference will only be calculated for *Bidders* who comply with the contractual and technical specification, and if applicable, have attained the minimum Functionality Score as stated in the ***SCT***.

The evaluation process of responsive *tenders* will be as follows:

- Score each *tender* in respect of the financial offer made and preferences claimed (if any);
- Calculate the total number of evaluation points (T_{EV}) in accordance with the following formula:
  $\mathbf{T_{EV} = N_{FO} + N_P}$ where: $\mathbf{N_{FO}}$: is the number of evaluation points awarded for the financial offer; and $\mathbf{N_P}$: is the number of evaluation points awarded for preferences claimed.
- Rank *tenders* from the highest number of evaluation points to the lowest.
- Recommend the *Tenderer* with the highest number of evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all *Bidders* should there be compelling and justifiable reasons not to recommend the *Tenderer* with the highest number of evaluation points, and recommend the *Tenderer* with the highest number of evaluation points, unless there are compelling and justifiable reasons not to do so, and the process set out in this sub-clause is repeated.

(1) **Evaluation points awarded for the financial offer:**

Reference is to be made to the Special Conditions of Tender (***SCT)***, and returnable form 5(c) in Section 4.

INCOME-GENERATING CONTRACTS

The financial offer will be scored using the formula:

$$N_{FO} = W\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

GOODS and SERVICES

The financial offer will be scored using the formula:

$$N_{FO} = W\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where the value of W is:

(a) **90** where the financial value inclusive of VAT of all responsive *tenders* received have a value in excess of R 50,000,000; OR

80 where the financial value inclusive of VAT of one or more responsive *tenders* offers have a value that equals or is less than R 50,000,000.

It is unclear (at the time of advertising) which of the two preference point systems applies. Either the 80/20 or 90/10 preference point system will apply, determined by the price offered by the lowest acceptable tender.

(b) **Pmax** is the comparative offer of the most favourable comparative offer (highest acceptable tender).

(c) **Pmin** is the comparative offer of the most favourable comparative offer (lowest acceptable tender).

(d) **Pt** is the comparative offer of the *tender* offer under consideration.

(2) **Evaluation points awarded for preference:**

The **Specific Goals** for Preference Points are specified in the ***SCT***.

15. BRIBERY AND COMMUNICATION WITH COUNCILLORS / OFFICIALS

(1) **Bribery**

No *Tenderer* shall offer, promise or give to any person or person connected with a *tender* or the awarding of a contract, any gratuity, bonus or discount etc, in connection with the obtaining of a contract.

(2) **Communication, Councillors and Officials**

A *Tenderer* shall not in any way communicate with a member of the *Municipality* or with any official of the *Municipality* on a question affecting any contract for the supply of goods or for any work, undertaking or services which is the subject of a *tender* during the period between the closing date for receipt of *tenders* and the dispatch of the written notification of the *Municipality's* decision on the award of the contract; provided that a *Tenderer* shall not hereby be precluded:

(a) At the request of the Head: SCM Unit, or an authorized representative, from furnishing him with additional information or with a sample or specimen for testing purposes or otherwise from giving a demonstration so as to enable the recommendation to the Bid Committee on the award of the contract to be formulated;

(b) From obtaining from the Head : SCM Unit, or an authorised representative, information as to the date upon which the award of the contract is likely to be made, or, after the decision upon the award has been made by the *Municipality* or any Committee to which the *Municipality* has delegated its powers, information as to the nature of the decision or such information as was publicly disclosed at the opening of *tenders* or from submitting to the Accounting Officer in writing any communication relating to their *tender* or the award of the contract or a request for leave to withdraw their *tender*; and

(c) Provided further that nothing contained herein shall be construed so as to prevent information being sought and obtained from an Official in regard to any decision taken at an open Municipal meeting, or any Committee to which the *Municipality* has delegated its powers.

A contravention of subsection (1) and / or (2), or an attempt to contravene such subsection, shall be reported to the Accounting Officer, who may on receipt of such report disqualify the *tender* of the *Tenderer* concerned.

16. NEGOTIATIONS WITH PREFERRED BIDDERS

The *Municipality* reserves the right to invoke Regulation 24 of Municipal Finance Management Act if required.

(1) The Accounting Officer may negotiate the final terms of a contract with *Bidders* identified through a competitive tendering process as preferred *Bidders*, provided that such negotiation:

- Does not allow any preferred *Tenderer* a second or unfair opportunity;
- Is not to the detriment of any other *Tenderer* ; and
- Does not lead to a higher price than the *tender* as submitted.

(2) Minutes of such negotiations must be kept for record purposes.

(3) Such negotiation may be delegated by the Accounting Officer.

17. CANCELLATION OF TENDER PROCESS

The municipality is entitled to cancel the tender at any time before the award of a tender and the decision to cancel the tender shall be published in the same manner in which the original tender invitation was advertised. The Municipality shall, in no way, be liable for any damages whatsoever,

18. ACCEPTANCE OF BID

(1) The *Municipality* does not bind itself to accept the lowest or any *tender*, and reserves the right to accept the whole or any part of a *tender* to place orders.

(2) The *Municipality* reserves the right to accept more than one technically and contractually compliant *tender* for part or the whole of the contract and to place orders on the price and availability.

(3) *Bidders* shall not bind the *Municipality* to any minimum quantity per order.

(4) The successful *Tenderer (s)* shall be bound to provide any quantities stipulated in the specification.

(5) Tenders will only be accepted on condition that:

(a) The *tender* is signed by a person authorised to sign on behalf of the *Tenderer* .

(b) A valid (at time of close of tenders), original, Tax Clearance Certificate OR Tax Compliance Status PIN is included with the *tender* submission. Both should have sufficient validity to ensure the process is adequately covered;

(c) A *Tenderer* who submitted their *tender* as a Joint Venture has included an acceptable Joint Venture Agreement and a B-BBEE Certificate pertaining to the Joint Venture with their *tender*.

(6) Financial Standing: The Head: Supply Chain Management reserves the right to require *Bidders* to submit evidence that their financial standing is adequate to meet their obligations under the contract should they be successful.

(7) Change of Ownership or Major Policy: Where it is known to a *Tenderer* that a change in ownership or major policy (of the tendering entity) will occur, or is likely to occur, during a specified contract period, the scope and effect thereof must be fully defined in a covering letter to be submitted with the *tender*.

(8) Purchase of Goods From Other Sources: Nothing contained in this contract shall be held to restrain the *Municipality* from purchasing from persons other than the *Supplier*, any of the goods described or referred to in this contract, if it shall in its discretion think fit to do so.

(9) Capability and Breach of Contract: Tenderers that do not have the capability of undertaking this enquiry in terms of the requirements of the contract or have been in breach of contract previously will not be considered.

19. PAYMENT and FACTORING

Payment conditions will be as per the ***Conditions of Contract***.

Payment will be made only to the *Supplier(s).* Factoring arrangements will not be accepted.

20 APPEALS

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the *Municipality*, may lodge an appeal within 14 days of the decision or action, in writing to the *Municipality*. The appeal (clearly setting out the reasons for the appeal) and queries with regard to decision of award are to be directed to the office of the City Manager, attention:

Ms. S. Pillay, P.O. Box 1394, Durban, 4000;
eMail: Simone.Pillay@durban.gov.za.

SECTION 3: SPECIAL / ADDITIONAL CONDITIONS OF TENDER

3.1 SPECIAL CONDITIONS OF TENDER (SCT)

The ***Standard Conditions of Tender*** (Goods / Services) make several references to the ***Special Conditions of Tender*** *(SCT)* for details that apply specifically to this tender. The ***Special Conditions of Tender*** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the ***Standard Conditions of Tender***.

Each item below is cross-referenced to the clause in the ***Standard Conditions of Tender*** to which it mainly applies.

SCT 3(1) **TENDER INFORMATION: General**

The tender document comprises of a cover page and 73 pages.

SCT 3(2) **TENDER INFORMATION: Obtaining Tender Documentation**

Documents can be obtained in electronic format, issued by the eThekwini Municipality:

Electronically downloaded documentation is obtainable from the **National Treasury's eTenders** website or the **eThekwini Municipality's Supplier Portal**. The entire document should be printed on A4 paper (one sided), and suitably bound by the tenderer.

SCT 3(3) **TENDER INFORMATION: Queries Relating to this Tender**

General and Contractual Queries are to be directed to:
Ndoda Mthembu; Tel: 031 322 7188; eMail: Ndoda.Mthembu@durban.gov.za

Technical Queries are to be directed to:
Ian Tembe; Tel: 031 311 2846; eMail: Ian.Tembe@durban.gov.za

SCT 3(4) **TENDER INFORMATION: Briefing Session**

A Compulsory Clarification Meeting will be held EThekwini Metro Police Headquarters, Second floor boardroom, Archie Gumede Place on 16/05/2024 at 11:00 am.

SCT 3(5) **TENDER INFORMATION: Closing Date and Delivery of Tender Submissions**

Sealed Tenders, addressed to the City Manager and marked with the Tender Number, are to be placed in the Tender Box **located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban** (and not any other municipal department), no later than: **Friday, 14 June 2024** at **11:00am**.

Bidders must submit a "hard copy" submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged.

If registered on the eThekwini Municipality's Vendor Portal, tender submissions can be made electronically via URL:https://ethekwinivendor.durban.gov.za/tenders/availabletenders/

SCT 3(6) **TENDER INFORMATION: Tender Validity and Withdrawal of Tenders**

Tenders must hold good for 120 days following the date on which tenders are opened.

SCT 4(6) **RETURNABLE SCHEDULES, FORMS, CERTIFICATES**

There are no additional returnable schedules, forms, certificates.

SCT 11(2) **DELIVERY, RISK, PACKAGES, ETC**

The specified delivery point is Ethekwini Metro Headquarters, 16 Archie Gumede Place, Durban

SCT 14 **EVALUATION PROCESS**

The evaluation process will be conducted in three different stages namely:

1. Mandatory requirements
2. Technical evaluation
3. Price and Preference Points and Specific Goals

14.1 Mandatory Requirement

- Bids will be evaluated based on local production content and price. Only Bids that achieve the minimum stipulated threshold for local production and content for the Textile and Clothing sector may be evaluated further for price. The stipulated minimum threshold for local production and content for the Textile and Clothing is 100%. Bidders are required to complete Municipal Bidding Document 6.2 (MBD 6.2) regarding local production and content.

- Failure to complete and sign the Consolidated Municipal Bidding Documents shall invalidate the bid and such bidder will not be considered further.

- All tenderers must submit documentary proof which confirms that they are manufacturers of the required items. All tenderers that are not manufacturers must submit with their bid a valid service agreement entered with the manufacturer or a letter of intent. Such agreement or letter of intent must be signed on the manufacturers letterhead and must cover the contract period.

- All tenders must submit a South African National Standard or equivalent accreditation for items tendered for (specified on the technical specification).

- All tenders to submit (on a letter head) a detailed fabric composition for each item bidding for, before or on the tender closing date.

- Company experience: bidders must demonstrate a minimum of three (3) years' company experience in manufacturing, supplying and delivering of various uniform. The demonstration of experience must be in the form of appointment letters, orders, or a corresponding reference letter with contactable references.

Failure to submit the above will result in the tender being precluded from the evaluation process.

14.2 Samples Evaluation

Samples will be requested from shortlisted bidders and must be accompanied by detailed description of each garment tendered for and the composition of fabric and/or material used.

The said samples will be checked against the specification to ensure compliance with the technical specification.

Failure to comply will result in the tender being precluded from the evaluation process.

14.3 <u>Price and Preference</u>

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers has a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

This enquiry will be awarded per item and can be awarded to more than 1 supplier

14.4 <u>Preference Point System and Specific Goals</u>

Refer also to "MBD 6.1: Preference Points Claim".

The Preference Points (20) will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, and according to the specified **Goal Weightings**.

<u>RDP Goal: The promotion of South African owned enterprises</u>

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekwini Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

RDP Goal: The promotion of South African owned enterprises Goal Weighting 100%		
Location	**80/20**	[redacted]
Not in South Africa	0	[redacted]
South Africa	5	[redacted]
KZN	10	[redacted]
ETM	20	[redacted]
Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status) • CSD report		

3.2 ADDITIONAL CONDITIONS OF TENDER (ACT)

ACT 1 **ELIGIBILITY – CSD REGISTRATION**

Tenderers are required to be registered on the National Treasury Central Supplier Database (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers not so registered, at time of closing of tenders, will not be eligible to submit tenders.

The Tenderer's CSD Supplier Number (starting with "MAAA") is to be provided on the information table in Section 1.

Tenderers who wish to register on the CSD may do so via web address https://secure.csd.gov.za.

ACT 2 **CONDITION OF AWARD**

This enquiry will be awarded per item and can be awarded to more than one supplier. For the purpose of uniformity, the items mentioned below will be awarded collectively per set. The total price for each set will be used to determine the responsiveness.

1. Item 15, item 16, and item 26 – Combat Uniform.
2. Item 12, item 18, and item 19 – Step Out Uniform.
3. Item 13, item 14, and item 20 – Police Blue shirts.
4. Item 23 and Item 24 – Police and Authorised Officers Reflective Vests.

ACT 3 **SAMPLES**

Samples are to be submitted **ON REQUEST ONLY.** It will **NOT BE REQUIRED** prior to tender closing date.

Completed garment samples, when requested from tenderer, must be properly parcelled and labelled to show: -

The Enquiry Number (1C-23020) and item number.
The name of the Bidder must only be reflected on the sample packaging.
No company name or insignia should be placed or printed on the actual sample. The Enquiry Number must the printed on both front and back.
A description of the contents.
Samples, when requested, must be delivered between during 8:30 am – 15:00pm

Completed garment samples (without Metro Police Insignias) of each type of uniform must be submitted to Ndoda Mthembu, (**031 322 7188**): Corporate Procurement Building, Archie Gumede Place, Durban on a date which will be communicated upon request for samples.

Samples submitted will be used during this process to evaluate the products in terms of make, quality of paper, binding workmanship, etc., and must be equivalent to the samples provided by the Department in every respect.

Samples are to be collected by the tenderer within 30 days of unsuccessful letters being received or will be disposed by the municipality.

Completed garment samples must not include Metro Police insignias (badges). The rights to manufacture Metro Police badges will only be granted to awarded supplier/s.

Samples are to be provided free of charge.

ACT 4. **<u>ESTIMATED QUANTITIES</u>**

The estimated quantities required during the period of the contract for each item are set out in the Official Tender Form attached which forms part of the tender document,

The quantities are stated purely for the information of tenderers and in order to ascertain an estimated total contract price for the purpose of furnishing security. **<u>The contractor will, however, be bound to supply whatever quantity or quantities the Council may actually order during the period of the contract, irrespective of the extent to which the total quantity or quantities ordered may be in excess of or below the estimated quantity or quantities.</u>**

All Bidders who fail to comply with the above will be precluded from the tender process.

SECTION 4: RETURNABLE TENDER DOCUMENTS

The required returnable documents are as detailed in Section 2 (Clause 4): “Returnable Schedules, Forms, Certificates” of the Conditions of Tender / Special Conditions of Tender.

1) Authority of Signatory
2) Tax Compliance Status PIN / Tax Clearance Certificate
3) Declaration of Municipal Fees
4) Declaration with respect to The Occupational Health and Safety Act
5(a) MBD 4: Declaration of Interest
5(b) MBD 5: Declaration for Procurement Above R10 Million
5(c) MBD 6.1: Preference Points Claim
5(d) MBD 8: Declaration of Bidder’s Past Supply Chain Management Practices
5(e) MBD 9: Certificate of Independent Bid Determination

The Tender Form can be found in Section 9: “Official Tender Form”, and any additional schedules, forms, certificates can be found in Section 10: “Annexures”.

1) AUTHORITY OF SIGNATORY

Reference is made to the Conditions of Tender: Clause 4(5)(c).

Indicate the status of the tenderer by ticking the appropriate box hereunder.

COMPANY		CLOSE CORPORATION		PARTNERSHIP		JOINT VENTURE		SOLE PROPRIETOR	
Refer to Notes at the bottom of the page									

I / We, the undersigned, being the Chairperson (Company), Member(s) (Close Corporation), Partners (Partnership), Sole Owner (Sole Proprietor), Lead Partner (JV), in the company / business trading as:

……………………………………………………………………………………………..

hereby authorise Mr/Mrs/Ms …………………..…………………………..

acting in the capacity of ....

to sign all documents in connection with the tender for Contract No. **1C-23020** and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Notes

Tenderers are to include, at the back of their tender submission document, a printout of the following documents:

If a Company : a "Resolution of the Board" in this regard.
If a Joint Venture : a "Power of Attorney" signed by the legally authorised signatories of all the partners to the Joint venture.

2) TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered on the information table in **SECTION 1: GENERAL INFORMATION.**

Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.

Failure to include the required document will make the tender submission non-responsive.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, ***and that the requested documentation has been included in the tender submission****.*

NAME (Block Capitals):	--	**Date**
SIGNATURE:	--	------------------------------

3) DECLARATION OF MUNICIPAL FEES

I, the undersigned, do hereby declare that the Municipal fees of

....

(full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

Account	Account Number: to be completed by tenderer.											
Consolidated Account No.												
Electricity												
Water												
Rates												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the TENDERER'S place of business or business interests are outside the jurisdiction of eThekwini Municipality, a copy of the accounts/agreements from the relevant municipality must be attached (to the back inside cover of this document).

- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

Tenderers are to be include, at the back of their tender submission document, a printout of the above account's and or agreements signed with the municipality.

Failure to include the required document will make the tender submission non-responsive.

NAME (Block Capitals):	--	**Date**
SIGNATURE:	--	--

4) DECLARATION WITH RESPECT TO THE OCCUPATIONAL HEALTH AND SAFETY ACT

Definitions

The Act: The Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and any associated / applicable Regulations.

Declaration by Tenderer

1. I, the undersigned, hereby declare and confirm that I am fully conversant with the Act.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the work / supply / services under this contract in compliance with the Act, and the Employer's / Purchaser's / Client's Health and Safety Specifications.

3. I hereby undertake, if my tender is accepted, to provide on request a suitable and sufficiently documented Health and Safety Plan which plan shall be subject to approval by the Employer / Purchaser / Client.

4. I hereby confirm that adequate provision has been made in my tendered rates to cover the cost of all resources, actions, training and all health and safety measures envisaged in the Act, and that I will be liable for any penalties that may be applied by the Employer / Purchaser / Client for failure to comply with the provisions of the Act.

5. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer / Purchaser / Client will mean that I am unable to comply with the requirements of the Act and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer / Purchaser / Client.

NAME (Block Capitals):	--	**Date**
SIGNATURE:	--	----------------------------

5(a) MBD 4: DECLARATION OF INTEREST

NOTES
MSCM Regulations: "**in the service of the state**" means to be:
(a) a member of:
  (i) any municipal council.
  (ii) any provincial legislature.
  (iii) the national Assembly or the national Council of provinces.
(b) a member of the board of directors of any municipal enterprise.
(c) an official of any municipality or municipal enterprise.
(d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
(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.

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

2 Any person, having a kinship with persons **in the service of the state**, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to **persons in service of the state**, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Name of enterprise	
Name of enterprise's representative	
3.2 ID Number of enterprise's representative	
3.3 Position enterprise's representative occupies in the enterprise	
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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable

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

If yes, furnish particulars:
………

………

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

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

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

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

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

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

If yes, furnish particulars:

………

………

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	**Identity No.**	**State Employee No.**	**Personal income tax No.**

Use additional pages if necessary

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals): -- **Date**

SIGNATURE: -- ----------------------------------

5(b) MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO

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

2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO

2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If YES, provide particulars.

……

……

3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO

3.1 If YES, provide particulars.

……

……

4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO

4.1 If YES, provide particulars.

……

……

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and, if required, that the requested documentation has been included in the tender submission**.*

NAME (Block Capitals):	--	**Date**
SIGNATURE:	--	------------------------

5(c) MBD 6.1: PREFERENCE POINTS CLAIM
In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)

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

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

1.0 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).

1.2 The applicable preference point system for this tender is the **80/20 preference point system**.

1.3 Preference Points for this tender shall be awarded for:

- **Price** and **Specific Goals**: Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the (Special) Conditions of Tender for claiming **Specific Goal** preference points, will be interpreted that preference points for **Specific Goals** are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 "**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.

2.2 "**price**" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

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

2.4 "**tender for income-generating contracts**" means a written offer in the form determined by Municipality 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 Municipality and a third party that produces revenue for the Municipality, 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.

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

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

3.1 PROCUREMENT OF GOODS AND SERVICES

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

80 / 20 Points System	**OR**	**90 / 10 Points System**
$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$		$Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

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

3.2 DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

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

80 / 20 Points System	**OR**	**90 / 10 Points System**
$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$		$Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

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

4.0 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 **points claimed** for the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where the municipality intends 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, the municipality must, in the tender documents, stipulate in the case of:

(cc) 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

(dd) 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 municipality 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.

Tenderers are to indicate their points claim for each of the Specific Goals.

The Specific Goals to be allocated points in terms of this tender	Number of points ALLOCATED (80/20 system)	Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
Ownership Goal: SPECIFY	n/a?	n/a?		n/a?
RDP Goal: The promotion of South African owned enterprises.	20	n/a?		n/a?
RDP Goal: The promotion of export-oriented production to create jobs.	n/a?	n/a?		n/a?
RDP Goal: The Creation of new jobs to address black youth unemployment	n/a?	n/a?		n/a?
RDP Goal: The promotion of enterprises located in a specific municipal area.	n/a?	n/a?		n/a?
RDP Goal: Social upliftment of communities	n/a?	n/a?		n/a?
RDP Goal: The promotion of SMMEs owned by PPG (contracts >R5m)	n/a?	n/a?		n/a?
Should the municipality apply a combination of Specific Goals, the **points for the individual goals** will be weighted according to the **Goal Weightings** specified in the Tender Data to arrive at the final points for **Preferential Points for Specific Goals**.				

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

4) The information furnished is true and correct.

5) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

6) 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.

7) 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.

NAME (Block Capitals): -- **Date**

SIGNATURE: -- ----------------------------

5(d) MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

2.0 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.

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

a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
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).

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

	Circle Applicable	
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 YES, provide 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 YES, provide 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 YES, provide particulars.

……

……

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO

4.4.1 If YES, provide 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

4.5.1 If YES, provide particulars.

……

……

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.

NAME (Block Capitals): -- **Date**

SIGNATURE: -- ---

5(e) MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NOTES

[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.

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

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

2.0 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.

3.0 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.

4.0 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**.

5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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:

(Name of Bidder)

that:

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.
   (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.
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

NAME (Block Capitals):	--	**Date**
SIGNATURE:	--	------------------------------

SECTION 5: CONDITIONS OF CONTRACT

GOVERNMENT PROCUREMENT: CONDITIONS OF CONTRACT (July 2010)

The ***Conditions of Contract*** are the ***General Conditions of Contract*** as published by the National Treasury titled “Government Procurement: General Conditions of Contract (July 2010), as amended by National Treasury Circular 52 dated 30 July 2010, hereinafter referred to as ***GCC***.

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

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

2. Application

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

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

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

3. General

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

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque.

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

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

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

(I) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

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

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

33. Transfer of Contracts

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. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

SECTION 6: SPECIAL / ADDITIONAL CONDITIONS OF CONTRACT

The ***Conditions of Contract*** make reference to the ***Special Conditions of Contract (SSC)*** for details that apply specifically to this bid. The ***Special Conditions of Contract*** shall have precedence in the interpretation of any ambiguity or inconsistency between it and the ***Conditions of Contract***.

Each item below is cross-referenced to the clause in the ***Conditions of Contract*** to which it mainly applies.

SCC 1.2 **CONTRACT**

This is a twenty-four (24) months contract.

SCC 7.1 **PERFORMANCE SECURITY**

The liability of the Performance Security shall be Nil.

SCC 16.1 **PAYMENT**

The Contractor shall submit to the Department concerned a detailed account which shall reflect the identifying number of each item / service. Payment will be made on this account when checked and substantiated by the authorised official.

Payment for goods received and accepted by the Municipality shall be made no later than 30 days after submission of invoice or claim, provided however that all the terms of the contract are duly complied with.

Payment will be made only to the supplier. Factoring arrangements will not be accepted.

SCC 17 **PRICES**

Prices are fixed for the duration the contract.

SCC 21.1 **DELAYS IN THE SUPPLIER'S PERFORMANCE**

Goods must be provided within 30 working days of orders being placed.

SCC 22.1 **PENALTIES**

"If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price (as a penalty):

A penalty of 2% per purchase order for each day delivery is delayed.

ADDITIONAL CONDITIONS OF CONTRACT

ACC1 **PERFORMANCE MONITORING & ASSESSMENT OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Contractor shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

ACC2 **QUALITY OF PRODUCTS**

No inferior products will be accepted under this enquiry.

Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 10 working days, the Municipality reserves the right to cancel the contract after serving one month's notice, in writing, to the supplier involved. Should such notice be given, the supplier shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of notice.

ACC3 **SATISFACTORY PERFORMANCE**

The supplier shall employ for the purpose of this contract only such personnel as are careful and competent and the Municipality shall be at liberty to object to and require the supplier to remove from the job forthwith any person, including supervisory staff, employed by the supplier who, in the opinion of the Municipality, misconducts himself/herself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed upon this contract without the permission of the Municipality.

ACC4 **OCCUPATIONAL INJURIES AND DISEASES ACT**

This act replaces the Workmen's Compensation Act:

The supplier **shall, before commencement of work, produce documentary proof to the Deputy Municipal Manager, Treasury: Finance that he has complied in all respects with the provisions of the Occupational Injuries and Diseases Act**. The supplier undertakes that he/she will perform and comply with all provisions of the Occupational Injuries and Diseases Act and more particularly that he/she will render all returns and pay all assessments for which he/she is liable in terms of such Act.

ACC5 **DAMAGE TO PERSONS AND PROPERTY**

(1) The supplier **shall** indemnify and keep indemnified the Council against any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

(2) The supplier enters this contract as an independent contractor and shall be solely liable in respect of any claim for death, injury, damage or loss to any person or property whatsoever in respect thereof or in relation thereto.

ACC6 **ESTIMATED QUANITITIES**

The quantities stated in Section 8 are applicable for evaluation purposes only. The final quantity of goods and services required shall vary, depending on the total number of actual instances a service/goods will be required over the Contract Period. The rates tendered shall be applicable, irrespective of the total quantity of goods and services procured over the contract duration.

SECTION 7: SCOPE AND SPECIFICATION OF REQUIRED SUPPLY / SERVICES

Scope of Supply / Services

The eThekwini Metro Police Service (EMPS) was established in May 2000 through the amalgamation of the surrounding local traffic departments and the then Durban City Police. The purpose of the EMPS is to provide an efficient traffic, bylaw and crime policing to the residents and visitors of the eThekwini Municipality in such a way that their safety and well-being is ensured, as well as ensuring that Council's assets and personnel are protected daily.

Moreover, the EMPS has special and unique resources it requires to carry out various functions effectively and ultimately achieve the EMPS objectives. These resources range from Police uniform to Police equipment, thus the items below comprise of critical items required to facilitate the core functions of the EMPS. Therefore, the EMPS is intending to contract these items on a period of 24 Months, with an anticipation of the workforce increase in the coming years.

Technical Specifications

1. SHOES

a) **Male *Parabellum***: Four pair eyelet, black lace-up shoe with genuine leather uppers and leather lining. The upper is attached to the welted, genuine parabellum sole by means of stitching right through the sole. The inner soles are made of Tuxon board. This shoe complies with SANS 421: 2000 - The production of men's shoes (Goodyear wetted with stitched or stuck-on outer soles)
.

b) **Female *Bagshaw or equivalent***: Four pairs eyelet lace-up black shoe style 1519 with leather upper material, fully lined with synthetic linings. The soles are of flat crepe rubber and are attached by means of good year welted construction method. The materials used in the shoe must comply with SANS 422-1988 422 - Nurses' shoes (Goodyear wetted construction)

2. COMBAT CAP

The cap will have no back flap but will have an adjustable elastic back and three black /navy eyelets on either side. The approved rubberised Metro Police cap badge must be supplied by the manufacturer and sewn to the front panel of the cap during production. The checkered band must be supplied by the manufacturer and sewn onto the cap along the entire circumference. The inside lining of the cap is to be navy polyester fabric. The checkered band must also be attached to the cap during production. This Cap complies with SANS 1387-9 woven cotton and similar fabrics Part 2: Polyester: and: cotton workwear fabrics.

Colour	:	Steel Blue
Composition	:	50% Polyester / 50% Cotton
Weave	:	Plain
Mass per m²	:	248g
Number of Threads per cm	:	120 x 60
Yarn Count	:	20/1 x 16/1

3. HARD CAPS

(a) MALE HARD CAP

3.1 ***Outer Material***

The outer material of the cap referring to the crown, officer's peak, bevel and body will be steel blue and supplied by the respective supplier. The checkered band to be supplied by the manufacturer and the colour navy blue and white and sewn onto the cap along the entire circumference.

Greaseproof Lining: An acceptable transparent plastic sheeting or oiled silk fabric that (in both cases) does not become brittle with use and that has a nominal thickness of 1.8mm. This cap complies with SANS 1387-9 woven cotton and similar fabrics Part 2: Polyester: and: cotton workwear fabrics.

3.2 ***Peak***

3.2.1 **Constables**

3.2.1.1 The peak shall be a laminated peak and shall consist of the following

3.2.1.2 A top surface of a sueded or a felted fabric evenly coated with two layers of PVC. The upper layer shall have a high-gloss finish and shall be of an acceptable black colour. The coated material shall be flexible and of nominal thickness 1mm and shall show no sign of cracking when folded sharply on itself.

3.2.1.3 A centre layer of a mixture of paperboard and shellac, so treated as to form a hard, flexible material. The thickness of the material shall be 1.5mm.

3.2.1.4 An under service of a lightweight cotton or rayon fabric, evenly coated with a thin layer of PVC of an acceptable green colour. The coated fabric shall be flexible, of thickness 0.5mm and shall have an embossed matt finish.

3.2.1.5 The peak shall be bound along the outer edge with acceptable plastic binding of a shade identical to that of the top surface and when finished and laid out flat, the width of the peak, measured at the outer edges of the binding from point to point shall be 205mm and the depth of the peak at the centre front, measured from the inside of the peak to the outer edge of the binding shall be 65mm.

3.3 Officers

3.3.1 Foam Rubber

A highly resilient foam rubber of nominal thickness 3mm for the head leather and 5.5mm for the crown and bevels.

3.3.2 Felt

An all-wool felt of nominal mass 185g/m²

3.3.3 Plastic Stiffener

An acceptable firm plastic material of nominal thickness 1mm.

3.3.4 Head leather

A tan or brown coloured leather of nominal finished width 5.1cm.

3.3.5 Braid-Bow

A bow of 6mm wide braided rayon ribbon of a colour that is an acceptable match to that of the head leather.

3.3.6 Brachering

Bias-cut cotton of nominal width 16mm. The colour shall be an acceptable black colour.

3.3.7 Chinstrap

The chinstrap shall be adjustable and of an acceptable black PVC coated fabric having a high-gloss finish. The strap shall be of nominal width 13mm and shall be in two parts, having an adjustable loop and tongue unit at one end of each part and cut buttonhole of nominal length 20mm positioned 6mm from the free end of each part.

3.3.8 Eyelets

Japanned steel or japanned brass eyelets with washers and shall have a nominal inside diameter of 3mm. The eyelets shall be of a colour that is an acceptable match to the colour of the appropriate outer material.

3.3.9. Grommet Wires

Flat spring steel strips of width 3mm, fully covered with cotton or rayon tubular braid and joined at the ends with a steel ferrule of length 25mm.

3.3.10 Sewing Threads

The sewing threads shall comply with the relevant requirements of SABS1362 and the colour of each thread shall be an acceptable match to the colour of the material with which it is used. The threads shall be as follows:-

3.3.10.1 for the peak and the body support, a polyester-and-cotton core-spun thread, Ticket No. 36.

3.3.10.2 For the head leather and the chinstrap, a continuous-filament, untextured polyester thread, Ticket No. 70.

3.3.10.3 for seaming and other sewing, a polyester-and-cotton core-spun thread, Ticket No. 80.

3.3.11 **Buttons**

Black plastic shanked buttons with a nominal outside diameter of 13mm.

3.4 **Workmanship**

The caps shall be made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred whilst being made up. All seams shall be smooth and all stitching uniform and free from twists, pleats, and puckers. All ends of sewing shall have been trimmed and loose threads removed. The caps shall be of uniform and acceptable make, colour, and finish.

3.5 **Style**

The caps shall have a soft top, ventilation eyelets in the bevels, an adjustable chinstrap and piping in the crown-to-bevels seam. The caps shall be fully lined and shall have plain peaks, unless otherwise stated in the order or contract.

3.6 **Sizes**

The caps shall be supplied in one or more of size designations 50 – 64 (inclusive), as specified in the order or contract.

3.7 **Make**

Note: Unless inconsistent with the text, all measurements are nominal.

3.7.1 **Bonded Outer Material**

The crown and bevels material (see A.1), shall be so bonded to 5.5mm thick foam rubber (see 3.2.1), that the bonded material is resistant to dry-cleaning, has a uniform finish and is free from perforations, untreated areas and other imperfections (e.g. blisters and ripples). The adhesive used for bonding shall not contain any constituent that may have a toxic or irritating effect on the skin and shall be such that it adheres to both materials and will not, under any circumstances, emit an unpleasant odour.

3.7.2 **Crown**

The crown shall be of bonded outer material (see 3.6.1) and the diameter of the crown for a cap of size designation 58, measured from front to back, shall be 25cm and from side to side 23.5cm. On larger and smaller size designations, these measurements shall be so increased or decreased (as relevant) proportionately as to ensure a 10mm (per size) increase or decrease (as relevant) in the internal circumference of the body of the cap.

3.7.3 **Bevels**

Each cap shall have four bevels of bonded outer material (see A.1) that are seamed together at the centre front and centre back and at each side and then seamed to the crown. The bevels shall have a depth of 48mm at the front seam, 40mm at the side seams and 38mm at the back seam. The front bevels shall be padded with a piece of felt (see 3.2.2).

3.7.4 **Piping**

The piping shall be round and shall be of crown and bevel material (see A.1) with a soft cord insert. It shall be cut in one length and shall be so inserted in the crown-to-bevel seam and its ends so seamed together at the centre back of the cap as to appear to be a continuation of the back bevels seam.

3.7.5 **Body**

The body shall be of a single piece of body material (see A.1) the ends of which are seamed together at the centre back of the cap and shall have a finished depth (all round) of 50mm. On the inside the body shall be supported all round by a strip of plastic stiffener (see 3.2.3). On the assembled cap, the lower edge of the support shall be covered by the body material being folded up onto the inner side of the support.

3.7.6 **Lining**

The body, bevels and crown shall be lined with lining (see 4A.2) and the crown shall also be lined with greaseproof lining. The lining for the body and bevels shall be cut in one piece, pleated all round and all be long enough to be sewn to the base of the body.

3.7.7 **Front Support**

The front support (see figure 2) shall be of a plastic stiffener (see 3.2.3) and attached at the centre front of the cap. The support shall be rivetted to the front section of the body support (see 3.6.5) at the bottom. The top edge of the support shall be hand sewn in with the crown-to-bevel seam.

3.7.8 **Peak**

The peak (see A.3) shall be inserted between the front section of the body support and a strip of stiffener (see 3.2.3) of depth 20mm. The bottom edge of the strip shall be bound with an acceptable binding, shall extend from button to button and shall be securely sewn to the cap at the front.

3.7.9 **Head leather**

A length of brachering (see 3.2.6) shall be attached to the bottom edge of the head leather (see 3.2.4) and a brow-piece of foam rubber (see 3.2.1), that extends from approximately button to button at the front of the cap, shall be attached with the brachering to the inside of the head leather. The head leather shall overlap 20mm at the centre back of the cap, the overlap being partially covered by a braid bow (see 3.2.5) positioned 10mm from the top edge.

3.7.10 **Chinstrap**

The chinstrap (see 3.2.7) shall be attached to the front part of the body by means of two buttons (see 3.2.11) that are secured flat to the body of the cap, 15mm beyond each end of the finished peak and 9mm above the lower edge of the body. The buttons shall each be secured to the body of the cap by an appropriate staple.

3.7.11 **Eyelets**

Each cap shall have four eyelets positioned one on each side of each side bevel seam, 20mm from the seam and 20mm below the crown-to-bevel seam. Each eyelet shall be securely fastened over its washer through the lining on the inside of the cap.

3.8. (b) Female Hard Cap

Requirements: -

Steel Blue outer material will be supplied by the Durban Metro Police and chequered band to be supplied by the manufacturer and the colour navy blue and white and sewn onto the cap along the entire circumference.

The materials specified below, all a colour that is an acceptable match to that of the outer material,
shall be supplied and used by the manufacturer.

3.8.1. **Outer Material**

Crown and Body Material : To be supplied by the Durban Metro Police.

3.8.2. **Lining**

A polyester lining of an acceptable colour that complies with the requirements for Type L61P SANS 1387 – Part 7.

3.8.3 **Label Cover**

An acceptable transparent plastic sheeting.

3.8.3 **Peak**

The peak shall be a laminated peak and shall consist of the following :-

(a) A top surface of a sueded or a felted fabric evenly coated with two layers of PVC. The upper layer shall have a high-gloss finish and shall be of an acceptable black colour. The coated material shall be flexible and of nominal thickness 1mm and shall show no sign of cracking when folded sharply on itself.

(b) A centre layer of a mixture of paperboard and shellac, so treated as to form a hard, flexible material. The thickness of the material shall be 1,5mm.

(c) An under service of a lightweight cotton or rayon fabric, evenly coated with a thin layer of PVC of an acceptable green colour. The coated fabric shall be flexible, of thickness 0.5mm and shall have an embossed matt finish. The peak shall be bound along the outer edge with acceptable plastic binding of a shade identical to that of the top surface any when finished and laid out flat, the width of the peak, measured at the outer edges of the binding from point to point, shall be 05mm and the depth of the peak at the centre front, measured from the inside of the peak to the outer edge of the binding, shall be 65mm.

(d) Officers Cap - The peak will be covered by steel blue material supplied by Durban Metro Police.

Officers

3.8.4 **Foam Rubber**

A highly resilient foam rubber of nominal thickness 1mm.

3.8.5. **Plastic Stiffener**

An acceptable firm plastic material of nominal thickness 1mm.

3.8.6. **Head leather**

A black coloured PVC of nominal finished width 30mm.

3.8.7. **Sweatband**

A black velveteen strip of nominal finished width 17mm and length (side to side) of 23cm.

3.8.8. **Braid-Bow**

A bow of 6mm wide braided rayon ribbon of a colour that is an acceptable match to that of the head leather.

3.8.9. **Brachering**

Bias-cut cotton of nominal width 16mm. The colour shall be an acceptable black colour.

3.8.10 **Chinstrap**

The chinstrap shall be attached to the front part of the body by means of two buttons that are secured flat to the body of the cap, 15mm beyond each end of the finished peak and 9mm above the lower edge of the body. The buttons shall each be secured to the body of the cap by an appropriate staple.

3.8.11 **Eyelets**

Japanned steel or japanned brass eyelets with washers that have a nominal inside diameter of 3mm. The eyelets shall be of a colour that is an acceptable match to the colour of the appropriate outer material.

3.8.13. **Sewing Threads**

The sewing threads shall comply with the relevant requirements of SABS1362, and the colour of each thread shall be an acceptable match to the colour of the material with which it is used. The threads shall be as follows :-

(a) For the peak and the body support, a polyester-and-cotton core-spun thread, Ticket No. 36.

(b) For the head leather and the chinstrap, a continuous filament, untextured polyester thread, Ticket No. 70.

(c) For seaming and other sewing, a polyester-and-cotton core-spun thread, Ticket No. 80.

3.8.14 **Buttons**

Black plastic shanked buttons with a nominal outside diameter of 13mm.

Workmanship

The caps shall be made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both) and from marks, spots and stains incurred whilst being made up. All seams shall be smooth and all stitching uniform and free from twists, pleats and puckers. All ends of sewing shall have been trimmed and loose threads removed. The caps shall be of uniform and acceptable make, colour and finish.

Style

The caps shall have a soft top, ventilation eyelets in the body and an adjustable chinstrap. The caps shall be fully lined and shall have plain peaks, unless otherwise stated in the order or contract.

Sizes

The caps shall be supplied in one or more of size designations 50 – 64 (inclusive), as specified in the order or contract.

Cap Construction

Note: - Unless inconsistent with the text, all measurements are nominal.

1. **Bonded Outer Material**

The crown material shall be so bonded to 3.5mm thick foam rubber that the bonded material is resistant to dry-cleaning, has a uniform finish and is free from perforations, untreated areas and other imperfections, (e.g. blisters and ripples). The adhesive used for bonding shall not contain any constituent that may have a toxic or irritating effect on the skin and shall be such that it adheres to both materials and will not, under any circumstances, emit an unpleasant odour.

2. **Crown**

The crown shall be of bonded outer material and the diameter of the crown for a cap of size designation 56, measured from front to back, shall be 17.5cm and from side to side 15.5cm. On larger and smaller size designations, these measurements shall be so increased or decreased (as relevant) proportionately as to ensure a 10mm (per size) increase or decrease (as relevant) in the internal circumference of the body of the cap.

3. **Body**

The body shall be of a single piece of body material the ends of which are seamed together at the centre back of the cap and shall have a finished depth of 104mm at the front, 95mm at the sides and 76mm at the back seam. On the inside the body shall be supported all round by a strip of plastic stiffener. On the assembled cap, the lower edge of the support shall be covered by the body material being folded up onto the inner side of the support.

4. **Lining**

The body, bevels and crown shall be lined with lining (see B.2) and the crown shall also be lined with greaseproof lining. The lining for the body and bevels shall be cut in one piece, pleated all round and all be long enough to be sewn to the base of the body.

5. **Peak**

The peak shall be inserted between the front section of the body support and the stiffener of depth 20mm. The bottom edge of the strip shall be bound with an acceptable binding, shall extend from button to button and shall be securely sewn to the cap at the front.

6. **Head leather**

A length of brachering shall be attached to the bottom edge of the head leather. The head leather shall overlap 20mm at the centre back of the cap, the overlap being partially covered by a braid bow positioned 10mm from the top edge.

7. **Sweatband**

A sweatband of velveteen that extends from approximately button to button at the front of the cap, shall be attached to the outside of the head leather.

8. **Chinstrap**

The chinstrap shall be attached to the front part of the body by means of two buttons that are secured flat to the body of the cap, 15mm beyond each end of the finished peak and 9mm above the lower edge of the body. The buttons shall each be secured to the body of the cap, by an appropriate staple.

9. **Eyelets**

Each cap shall have four eyelets positioned two on each side of the band 20mm below the crown-to-band seam. Each eyelet shall be securely fastened over its washer through the lining on the inside of the cap.

Stitches and Seams

All sewing shall be in accordance with SABS 0101.

(a) **Stitches**

(i) Head leather to Brachering: stitch type 304.
(ii) All other stitches: stitch type 301.

(b) **Seams**

(i) Crown-To-Bevel Seam: seam type Ssk-1.
(ii) Lower Edge of Body to Stiffener: seam type SSbc-1
(iii) Peak to Body: seam type SSbd.
(iv) Binding: seam type Bsa.
(v) All other Seams: seam type Ssa.

4. MOTORCYCLE LEATHER GAUNTLET

The inside of the gauntlet will be fleecy lined, excluding cuff. 4 fingers with Boulton thumb and 3 row of ornamental stitching on the top of the hand with reinforced leather palm. Glove to be made from genuine leather. Glove to have full inside stitch and leather belt with press stud on top of hand. The cuff to be PVC lined on the inside. These gauntlets comply with SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

Colour : Black
Cuff : PVC in black

5. SHORT LEATHER GLOVE (WRIST GLOVES)

Full leather glove with inside stitch and fleecy lined. 4 fingers with Boulton thumb and 3 rows of stitching on top of hand, Velcro wrist strap (colour black) on either side of inside slit. 50cm long cuff from thumb. The glove to be made from genuine leather. These gloves comply with SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

6. EQUIPMENT BELT

Colour - Black
100% Polyester
Webbing – 100% Polyester black yarn dyed
Width – 55mm +/- 0.5 mm
Thickness – 3mm +/- 0.5mm
Buckle – Black, virgin polyamide – 6
Moulded onto the webbing and has a quick release flap.
Emblem – Metro Police Colour Crest insert. Chrome based (silver) with navy background, epoxy coated, fits into the quick release flap.
Stop End – Black, virgin polyamide – 6
Injected at the other end of the webbing.
Contains size indication small, medium, large, and extra-large. This belt complies with SANS 1387_3 Woven cotton and similar apparel fabrics Part 3: Polyester-and-viscose workwear fabrics.

7. EPAULETS

Hard epaulets, plain with plastic inner board.

Colour : Steel Blue / Black

The fabric is made in accordance with specification. SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

8. Standard Tie

Standard tie 146cm by 9cm width fully lined, 100% washable. SANS 1387_3 Woven cotton and similar apparel fabrics Part 3: Polyester-and-viscose workwear fabrics

Fabric : 100% Polyester Crepe

Colour : Navy

9. Bow Tie

Cross over design, with pearl coloured button and elastic adjustable back with metal fastener.
SANS 1387_3 Woven cotton and similar apparel fabrics Part 3: Polyester-and-viscose workwear fabrics

Fabric	:	100% Polyester Crepe
Colour	:	Navy

10. LADIES PANTYHOSE

The pantyhose to provide a soft and silky look and feel on the leg, to have reinforced toe with run barrier, with reinforced brief with comfort waist band and glossy shine, colour is black mail, (Arwa-Diamonds). As per stock in kit stores (Metro Police / Security Management Unit)
SANS 1242 Pantihose and Knee-high

Composition	:	12% Elastane (Lycra)
	:	17 Decitex

11. MALE TUNIC

Officers step collar; fully lined, including sleeves; open Military cuffs with two buttonholes on each sleeve; four buttonholes and eyelets on front; centre vent at back.

Two chest Military pockets with 50mm box pleat. Finished pocket to be 140mm wide, and 165mm deep, regardless of flap. 20mm mitred bottom corners. The top edge of the pocket is bound, and the pocket is stitched down by 1mm edge stitching. Flap to be 140mm wide with 3-point scallop, 60mm at sides and centre of scallop 10mm higher. The flap measures 65mm deep at sides and centre point. The flap is sewn onto the front, 40mm from the centre front line and corresponds with the first buttonhole. Buttonhole in flap and eyelet in pocket for detachable button; press stud on flaps. Inside breast pocket on right side; inside pen pocket on left side, to accommodate at least 2 pens. Shoulder straps of same material with buttonhole, eyelet in shoulder for detachable button. All buttonholes to be of correct size to accommodate designated detachable metal police buttons (16mm and 22mm). Two chrome belt hooks to be located at waistline. No belt.

Composition	:	55% Trevira Wool / 45% New Wool
Weave	:	Plain
Mass per metre	:	300g
Number of threads per cm	:	20 x 17
Yarn count	:	242 x 242

This fabric is made in accordance with specification SANS 985 / 1979 Type 33.

12. MALE TROUSERS

The trousers shall have a plain 35mm wide waistband, with six 8mm x 60mm belt loops to accommodate the belt. The waistband will have a rubberised insert and reinforced edges. The trousers will have an 18cm metal zip fly and French bearer. The two side pockets must slant 45mm from the side seam and pocket opening 220mm. Two 160mm jetted hip pockets with 15mm buttons and vertical tailored buttonholes and a fob pocket. Top quality woven polyester / cotton pocketing shall be used throughout. The trouser shall a have a 30mm inlay at each side of the back seam. Chain stitching used on seat and side seam for extra strength, all stress points shall be bar-tacked throughout. All garments with finished bottoms.

Colour	:	Steel Blue / Black
Composition	:	55% Trevira Wool / 45% New Wool
Weave	:	Plain
Mass per metre	:	300g
Number of threads per cm	:	20 x 17
Yarn count	:	242 x 242

This fabric is made in accordance with specification SANS 985 / 1979 Type 33.

13. CANTONI BLUE SHIRTS – LONG SLEEVES – OFFICERS

Military style. Stiff, fused collar laid on stand. The collar must measure 75mm at centre back. Stand = 30mm, fall = 45mm; the stand tapers to 20mm at centre front and 13mm at end. Centre front to end (button stand) 20mm. At centre front the collar measures 85mm, stand 20mm, fall 65mm. Fall edge extends 10mm from prolong centre front line. The fall edge and side of collar have 5mm top stitching. White 4-hole pearlized buttons. Shoulder straps 55mm at shoulder seam tapering to 50mm. Shoulder straps to have a buttonhole on flap and a 4-hole button on each shoulder to fasten shoulder strap. 6 x 4-hole white pearlized buttons, first on centre of collar stand, second 120mm from first and thereafter each 100mm. Two top pockets with mitred corners. Pockets with 30mm box pleats and 25mm hem at top, finished pocket to be 140mm wide by 165mm deep, regardless of flap, stitched down by edge stitching. Envelope flap to be 140mm wide by 40mm deep, with align centre point 65mm deep, stitched 15mm above pocket, edges to be swelled 5mm and stitched at the front, turned over and raised 5mm. The cuffs must be 65mm x 240mm with a 4-hole pearlized button.
All stitching should be in white cotton.

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

14. CANTONI BLUE SHIRTS – SHORT SLEEVES – MALE

Military style shirt shall have a plain front with a glad neck collar, pen slit and no top button. Button distance from top edge 120mm, distance between buttons 100mm, six buttons with vertical buttonholes. The back of the shirt will have a saddle yoke with no pleats. Width of the yoke at the shoulder seam will be 80mm. Width of the yoke at centre back will be 60mm. Shoulder straps to have a buttonhole and a 4-hole pearlized button to be fixed on each shoulder to fasten shoulder straps. Shoulder straps tapering from 55mm to 50mm. Shoulder straps to be stitched into sleeve seam. Sleeves to have french cuffs.

Pockets with 30mm box pleats and 25mm hem at top, finished 140mm wide by 165mm deep, regardless of flap, envelope flap to be above pocket, edges to be swelled 5mm and stitched at the front, turned over and raised 5mm. The pocket flaps shall have a pearlized white button on the pocket flap. **The pockets flaps shall be stitched down on both sides, each pocket flap shall have a pearlized white button on the pocket flap. No Velcro on pocket flaps. There will be pen hole slit on left pocket.** Vilene in collar and top stitched 7mm from the edge. The collar stitched into neckline 30mm from front edge, the hem finish 6mm. Finish on front 55mm and back 70mm. All buttons to be pearlized with 4 holes. Stitching should be in white cotton.

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

Composition	:	65% Polyester / 35% Cotton
Weave	:	Plain
Mass per m²	:	110g
Threads / cm	:	Warp 43.0 , Weft 27.7
Tensile Strength	:	Weft 470

15. COMBAT SHIRTS - SHORT SLEEVES

Military style shirt shall have a plain front with a glad neck collar, pen slit and no top button. Button distance from top edge 120mm, distance between buttons 100mm, six buttons with vertical buttonholes. The back of the shirt will have a saddle yoke with no pleats. Width of the yoke at the shoulder seam will be 80mm. Width of the yoke at centre back will be 60mm. Shoulder straps to have a buttonhole and a 4-hole button to be fixed on each shoulder to fasten shoulder straps. Shoulder straps tapering from 55mm to 50mm. Shoulder straps to be stitched into sleeve seam. Sleeves to have French cuffs. Pockets with 30mm box pleats and 25mm hem at top, finished 140mm wide by 165mm deep, regardless of flap, envelope flap to be above pocket, edges to be swelled 5mm and stitched at the front, turned over and raised 5mm. The pocket flaps shall have a pearlized matching button on the pocket flap. **The pocket flaps shall be stitched down on both sides. No Velcro on pocket flaps. There will be pen hole slit on left pocket. Word police on the left chest – above pocket seam (white on black) supplied by manufacturer. – As per sample – Metro Police store.**

Vilene in collar and top stitched 7mm from the edge. The collar stitched into neckline 30mm from front edge, the hem finish 6mm. Finish on front 55mm and back 70mm. All buttons to be of a matching colour to shirt.

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

Colour	:	Steel Blue
Composition	:	50% Polyester / 50% Cotton
Weave	:	Plain

Mass per m²	:	248g
Number of Threads per cm	:	120 x 60
Yarn count	:	Breaking N.M.N. :

16. COMBAT TROUSERS

The front shall have two straight side pockets, one pleated patch pocket with flap on the left thigh side. One fob pocket on top right-hand side of trouser. A metal fly zip. The front creases to be permanently stitched. The back shall have one jetted pocket on the right-hand side. The back creases to be permanently stitched. The measurement of the pockets varies according to the size of the trousers. The bottoms of the trousers shall be plain with draw cords. The trousers shall have a 60mm wide waistband with two button closure and 8 belt loops measuring 80mm. All pockets shall be made of self-materials, openings bar-tacked and shall be closed by means of Velcro. All seat, side and inside leg seams shall be overlocked and chain stitched. The side seams shall also be two needle top stitched.
This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

Colour	:	Steel Blue
Composition	:	50% Polyester / 50% Cotton
Weave	:	Plain
Mass per m²	:	248g
Number of threads per cm	:	120 x 60
Yarn Count	:	20/1 x 16/1

17. FEMALE TUNIC

The tunic shall be a single breast 4-button front with stitched eyelets in the left front and buttonholes in the right front. It shall be fully lined and shall have bust darts which are top stitched down the panels. Each front panel shall have a triangular mock pocket flap top stitched in the bust dart with a stitched grommet hole ± 1.5cm from the bottom corner of the pocket flap.

The collar and lapels shall be a single-breasted style with a row of top stitching. The tunic will have rounded shoulder straps with buttonholes and stitched eyelets in the shoulder straps.

The sleeves shall have a pointed military cuff with two stitched eyelets in a pocket slot to accommodate the button rings. The sleeve head shall have armhole wadding and shoulder pads. The back of the tunic shall have a centre back seam with a single vent. The lining shall be plain, without inside pockets.

Labels stating the manufacturers' name, tunic size and care instructions shall be sewn into the lining. A hanger loop shall be securely stitched into the back of the neck.

Outer Fabric

The material shall be a 55/45% Trevira / wool blend made in accordance with SANS specification 985/1979 Type 33.

Colour	:	Steel Blue
Weave	:	Plain
Mass per m²	:	300g
Threads per cm	:	20 x 17
Yarn Count	:	242 x 242

Lining

The lining shall be made of 100% polyester

18. FEMALE LINED SKIRT

The skirt shall be a three-panel style with a kick pleat. It shall be fully lined with 100% polyester and the back shall have two panels and shall fasten by means of a zip and button. There shall be four darts in the back. The front shall be plain with two darts. The skirt shall have a 40mm top stitched waist band and five 60mm belt loops. Hanger loops shall be sewn into the sides of the waistband.

Colour	:	Steel Blue
Composition	:	50% Trevira Wool / 45% New Wool
Weave	:	Plain
Mass per m²	:	300g
Number of Threads per cm	:	20 x 17
Yarn Count	:	242 x 242

This fabric is made in accordance with specification SANS 985/1979 Type 33.

19. FEMALE SLACKS

The slacks shall have single reverse pleats in the front, a zip fly with two front pockets, a curved opening, a 40mm waistband and 6 x 60mm belt loops (inside of pockets to be of same material as pants). The fly shall close by means of a nylon spiral zip. The back shall be plain with two darts. The legs shall be plain finished bottoms. The front shall close by means of a button and buttonhole on the waistband. Hanger loops shall be sewn into the sides of the waistband. This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

Colour	:	Steel Blue
Composition	:	55% Trevira Wool / 45% New Wool
Weave	:	Plain
Mass per m²	:	300g
Number of Threads per cm	:	20 x 17
Yarn Count	:	242 x 242

This fabric is made in accordance with specification SABS 985 / 1979 Type 33.

20. CANTONI BLUE SHIRTS – SHORT SLEEVES – FEMALE

Military style shirt shall have a plain front with a glad neck collar, pen slit and no top button. Finished with separate facing of Vilene. Button distance from the top edge is 130mm. Distance between buttons 90.5mm and six buttons with vertical buttonholes. The back of the shirt is plain with no yoke or pleats. Shoulder straps to have buttonhole and a 4-hole pearlized button to be fixed on each shoulder to fasten shoulder straps. Shoulder straps tapering from 55mm to 50mm. Sleeves to have French cuffs. Pockets with 20mm box pleat at centre of pocket and 30mm hem at top. The pockets will be 140mm wide and 165mm deep, regardless of the flap, envelope flap to be above pocket. The edges to be swelled 5mm and stitched on the front and turned over and raised 5mm. **The pocket flaps shall be stitched down on both sides, each pocket flap shall have a pearlized white button on the pocket flap. No Velcro on the pocket flaps. There will be pen hole slit on left pocket.** All buttons to be white pearlized with 4 holes. Stitching should be in white cotton.

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

Colour	:	Cantoni Blue
Composition	:	65% Polyester / 35% Cotton
Weave	:	Plain
Mass per m²	:	110g
Threads / cm	:	Warp 43.0
		Weft 27.7
Tensile Strength	:	Weft 470
Breaking N.M.N.	:	Warp 730

21. PATROL JACKET WITH LINER

Outer Fabric:-

Colour	:	Navy Blue
Composition	:	100% Polyester Ottoman with a breathable, waterproof PU coating.
Waterproof	:	300m Waterhead
Breathability	:	3 000gm per ²m per 24 hours
Weave	:	Ottoman

<u>Inner Fleece Lining</u>:-

The fabric shall be 100% Polyester Polar Fleece - brushed on both sides, anti-pill on the face side. Colour – Navy

<u>Style</u>

The jacket shall have a zip front closure, shoulder straps, two mock top pocket flaps and two lower welt pockets. The pocket flaps shall have grommet holes to accommodate metal buttons. There is a pen pocket concealed under the left flap. The body of the jacket will be lined with a polar fleece fabric and the sleeves with polyester lining. There shall be an inside patch pocket of outer material with a button closure on the left side. The cuffs shall have inside ribbing attached around the wrist area. The collar shall have rounded edges and shall have a tab with a press stud closure under the left side. The bottom pocket mouths and the sleeve cuffs are edged with genuine leather piping. The jacket shall have buttonholes and grommet holes on the shoulders to accommodate metal buttons. There shall be an adjustable press stud tab facing toward the back of each side seam.

This fabric is made in accordance with specification SANS 1387-7 Woven cotton and similar apparel fabrics: Part 2: Jacket linings.

22. <u>DAYGLOW VEST (REFLECTIVE JACKETS) POLICE</u>

Sleeveless vest with good quality heavy duty Nylon spiral zip. The vest will be manufactured in a lime hi-visibility Day-Glo fine mesh construction being UV protected. The armholes and bottom edge of the vest will be finished with a good quality black washable binding.
Two vertical and two horizontal blue / white Orafol / Reflective tape GP801 50mm width attached to the front and back of the vest evenly spaced, irrespective of size.
There will be a large reflective "POLICE" badge centred at the back of the vest (blue with white reflective lettering), size 27cm x 8cm finished and a small "POLICE" badge on the left chest, size 13cm x 5cm. Above the reflective police badge on the chest will be attached the Metro Police crested badge which will be supplied by the manufacturer and attached during production.

This fabric is made in accordance with specification SANS 50471. High-visibility warning clothing for professional use.

Colour	:	Lime hi-visibility UV protected
Fabric	**:**	100% polyester
Sizes	**:**	Small to 5 XL

Size labels to be sewn into the neck of the vests.

23. DAYGLOW VEST (REFLECTIVE JACKETS) PEACE OFFICER

Sleeveless vest with good quality heavy duty Nylon spiral zip. The vest will be manufactured in a lime hi-visibility Day-Glo fine mesh construction being UV protected. The armholes and bottom edge of the vest will be finished with a good quality black washable binding.
Two vertical and two horizontal blue / white Orafol / Reflective tape GP801 50mm width attached to the front and back of the vest evenly spaced, irrespective of size.
There will be a large reflective “Durban Metro police Peace Officer” badge centred at the back of the vest (blue with white reflective lettering), size 27cm x 8cm finished and a small “Durban Metro Police Peace Officer” badge on the left chest, size 13cm x 5cm. Above the reflective police badge on the chest will be attached the Metro Police crested badge which will be supplied by the manufacturer and attached during production.

This fabric is made in accordance with specification SANS 50471. High-visibility warning clothing for professional use.

Colour : Lime hi-visibility UV protected

Fabric : 100% polyester

Sizes : Small to 5 XL

Size labels to be sewn into the neck of the vests.

24. JERSEYS V-NECK - LONG SLEEVE

Fabric

12-gauge 1 x 1 flat knit high bulk 100% acrylic.

Colour - Traffic Blue

Style

The jerseys shall have long sleeves with a V-neck, shoulder straps with button closure and woven material elbow patches.

Body

The body of the jerseys shall consist of a front and a back that are seamed together at the side seams. The hem shall be 2 x 1 blind stitched double welt rib.

Neck Opening

The neck opening shall form a V at the centre and be finished off with rib-knitted fabric 25mm wide.

Sleeves

The sleeves shall be set in with 2 x 1 blind stitched double welt ribbed cuffs.

***Embroidery on the* Metro Police Jersey**

Wording “POLICE” Metro Police and Metro Police Crest with wording Metro Police above chest.
Word “POLICE” on left chest and Metro Police crest on right chest (as per sample in Kit Stores) .

This fabric is made in accordance with specification SANS 1387-7 Woven cotton and similar apparel fabrics: Part 10: Pocketing.

25. Torches

Max Output: +-1000 Lumens
Output Levels:
• +-1000 Lumens
• +-230 Lumens
• +-50 Lumens
• +-3 Lumens
Max Beam Distance: +-190 m
Max Beam Intensity: +-9150 cd
Max Runtime: +-250 h 0 m / 10.41 d
LED: LED CREE XP-L2 V6 LED
Battery:1 × 18650
USB-C Rechargeable with power level indicator
Length: +-128.3 mm / 5.05 in
Head Size: +-24 mm / 0.94 in
Weight: +-60.5 g / 2.13 oz (Battery not included)
Impact Resistance: 1m
Waterproof/Dust rating: IP68 or higher
Operation Method: Single Click button on tail cap, with mode memory
Must include:
• Torch
• 18650 battery
• USB-C Charging Cable
• Pouch
• Lanyard
• Spare O-Ring
• Removable Clip
This torch must be in compliance with SANS 168: Standard light Source for visual colour source.

26. CORTINA PADDED BUNNY JACKET (FIELD DRESS)

Fabric Composition: 65% Polyester, 35% Cotton Twill Weave, 210gm/m².
Shoulder straps epaulets.
High collar for additional warmth.
Two hand warmer pockets.
Two top pockets with inverted pleats sand envelope flaps.
Concealed zip front with inner flap.
Press studs closure leading to double collar construction.
Lined and padded throughout.
Elasticated cuffs and waist.
Press-Studs: S-Spring type - non-corrosive material with black nickel finish.
Zip: Spiral nylon.
Colour to be Steel Blue.

This fabric is made in accordance with specification SANS 1367-7 Woven cotton and Similar fabric S Part 7: Jacket. Linings

Embroidery

Wording "POLICE" to be on Left Chest of Jacket just above the pocket.
(As per sample in Kit Stores)

Both the embroidery badge supplied by manufacturer
(As per sample in Kit Stores).

27. BATON

The baton to be made up of thermoplastic material, the baton to be straight, with a designed hand grip, and fitted with a strap, which is used for general patrol. The baton size to be 24 inches in length, and 1¼" in diameter, and black in colour. (As per sample in Kit Store).

This baton is made in accordance with specification SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

28. HAND CUFFS

The hand cuffs to be manufactured in stainless steel. To be fitted with two strong solid hinges.
It must have a double lock system, and supplied with two keys, to be silver in colour.
(As per sample in Kit Store).

This fabric is made in accordance with specification SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

29. COMBATS BOOTS LEATHER

The Men's combat boots must conform to specification 05181-100-038 (superseded KMG 6074) Goodyear welted, printed, grain, upper leather, stuck on stitched rubber outer soles and solid rubber Heels that comply with the requirements for type R4.Available in sizes from size 5 to 14 including half sizes. Colour – Black

This fabric is made in accordance with specification SANS 1437 Rubber and plastic material for soles.

30. WHITE GLOVES

Polyester work gloves, white in colour, with elasticated cuffs.
Provides a layer of hand protection and insulation in cold environments, the 7-gauge polyester keeps the hand warm and protected while remaining comfortable.
Knitted wrists keeps a snug fit while preventing dust and debris from entering through the wrist Area. It is Light weight and breathable for many work environments. These gloves are ambidextrous and allows for longer wear since they can be swapped on the Either hand.

This fabric is made in accordance with specification SANS 1387-9 woven cotton and similar fabrics Part 2: Polyester: and: cotton workwear fabrics.

Colour - White

Composition - 100% Polyester

31. RUBBERIZED EPPS

These are Rubberized epaulettes for the following Ranks

- Chief Of Police / Municipal Police Commissioner
- Deputy Chief Police / Deputy Municipal Police Commissioner
- Director / Brigadier
- Senior Superintendent / Colonel
- Superintendent / Lieutenant Colonel
- Captain / Superintendent

All Epaulettes to be grey and white, the design to be 3D Raised Print, the colour of base material to be stormy grey, the remainder of the design to be flat print. Attachment method is 3 Pins and to be delivered in left and right facing pairs (as per sample in KIT Store).

This fabric is made in accordance with specification SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

32. RUBBERIZED GEOGETTES

These are Rubberized georgettes for the following ranks:

- Chief Of Police/ Municipal Police Commissioner
- Deputy Chief Police/ Deputy Municipal Police Commissioner
- Director / Brigadier
- Senior Superintendent / Colonel
- Superintendent/ Lieutenant Colonel

All georgettes to be all grey (light) of design to be 3D raised print, the colour of bas material to be stormy grey. The remainder of the design to be flat print. Attachment method is 2 pins, and to be Delivered in left and right facing pairs (as per sample in KIT Store).

This fabric is made in accordance with specification SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

33. RUBBERIZED SERGEANT RANKS

This is Rubberized sergeant badges, that are all grey and white, design to be raised print, remainder of design to be flat print, the colour of base material to be stormy grey, attachment method is sew on and is inclusive of indented cut edge.

This fabric is made in accordance with specification SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

34. RUBBERIZED INSPECTOR RANKS / WARRANT OFFICER

This is a Rubberized Inspector Rank badges - that are all grey and white, design to be raised print, remainder of design to be flat print, the colour of base material to be stormy grey, attachment method is 3 pins and is inclusive of indented cut edge.

This fabric is made in accordance with specification SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

35. RUBBERIZED SHOULDER FLASHERS

This is a Rubberized Shoulder Flashers - is all grey (lighter) of design to be 2D raised print, remainder of design to be flat print, the colour base material to be story grey, attachment method – lead, and is inclusive of indented cut edge.

This fabric is made in accordance with specification SANS 985:2005 (SABS 985:1979) Polyester and wool uniform. Covers the requirements for seven types of dyed polyester-and-wool fabric suitable for light weight uniform.

36. BOOTS – (Colour Black)

Boots Combat (Bova – S.W.A.T)
A five pair “D” ring and three pair ghille tie hooks security boot with an injected P.U. sole with a high degree of comfort, flexibility, and durability. The upper of the boot will be made of combined leather and canvas, using full grained bovine leather with a substance of 2 – 2,2mm and 100 polyester woven fabric with a weight of 420g per m². The collar of the boots must be padded with a 1.2mm genuine leather split. The lining to be made from Cambrelle breathable non-woven material, laminated to a foam for added comfort. The vamp lining to be from polyester non-woven strength and comfort. The nylon laces will be 180cm in length.
The in-socks will be manufactured of needled polyester and “superlast” for flexibility and comfort. This material to be antistatic. The soles will be direct injected, single density polyester polyurethane with a shore hardness of 0.7. The “D” rings and ghille tie hooks are gunmetal in colour and are coated for rust resistance. The boot will be SABS approved flexible stainless steel mid-sole for penetration resistance.

The boot is made using the “strobel” stitched-in sock method, which gives greater flexibility and more comfort. The direct injected polyurethane soles allow for a much greater degree of shock absorption whilst walking.

The boots supplied must comply with SANS 320-1978: The production of men's heavy boots, service type (Goodyear welted).
Size: 3-12

37. SOCKS (BIOGUARD)

Half hose socks with reinforced heel and toe in high bulk wool blend. The sock must be chemically treated to prevent fungal growth and odour.

This fabric is made in accordance with specification SANS 1118-9 School Clothing ~ ankle socks.

(a) Light Weight (Thin)

Yarn Composition : Wool / Nylon 73 / 27

Colour : Black/Navy Blue

(b) Heavy Weight (Thick)

Yarn Composition : Wool / Nylon 80 / 20

Colour : Black/Navy Blue

38. CAPS - SCHOLAR PATROL

The styling to be that of a "Jockey Cap". To be manufactured in high quality fabric, the cap to have six panels stitched together with breathing holes and a cloth covered button, on the top centre with an adjustable Velcro strap at the back (base of the head). The cap colour to be navy blue. (As per sample in Kit Store).

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

39. T-SHIRT ROUND NECK

The T-Shirt to be manufactured in high quality plain fabric and the weight to be that of **180 grams**. The neck shape will be round with matching colour ribbing to give the neck a firm hold. The T-Shirt will have short sleeves. The colour of the T-Shirt to be navy blue. (As per sample in Kit Store).

This fabric is made in accordance with specification SANS 1387-2 Woven cotton and similar apparel fabrics: Part 2: Polyester and cotton workwear fabrics.

40. BREECHES - MOTOR CYCLISTS

The breeches shall be of the gallows style with 2 cross pockets in the front. The pockets shall be 80mm from centre front and 50mm down the front from the waistband and shall slant towards the side seam 100mm down from the waistband with 5mm top stitching across the pocket mouth. Two jetted hip pockets at the back on each side 140mm long with a mitred flap. The flap will be 40mm at the sides and shaped to 60mm at the widest point. There will be a tailored buttonhole and 50mm four-hole buttons on each pocket. The waistband shall have six 80mm tunnel loops. The breeches shall have a 180mm metal zip with a zip hook and French bearer, rubberized insert, and reinforced edges. The bottom of the breeches to be finished with black piping material. There shall be an additional piece of self-material on the inside of the thigh / knee position and there shall be a Velcro closure on the outside bottom leg. Chain stitching used on seat and side seams for extra strength, all stress points shall be bar-tacked throughout. Breeches must comply with SANS 1387_3 Woven cotton and similar apparel fabrics Part 3: Polyester-and-viscose workwear fabrics.

Colour : Black

Composition	:	55% / 45% Trevira Wool Whipcord
Weave per m²	:	320g
Ends	:	42
Picks	:	28
Yarn Count	:	Warp: 2/52 NM Weft: 2/52 NM

41. MOTORCYCLE POLICE BOOTS

This Specification covers a leather knee length motorcycle boots with plain vamp, side slide fastener, buckle and strap, outside counter, straight back strap and front strap, leather lining, leather outer sole and leather heel with rubber top-piece:

- Lining leather (chrome-tanned syntan – retanned) side.
- Leather welting
- Physical properties of moulded rubber and plastic sole, heels and top-pieces
- Side upper leather (with a smooth corrected grain)
- Slide (zip) fasteners
- Vegetable – tanned bend outer sole leather
- Threads for footwear
- Sewing Threads.
- Colour to be black.

This fabric is made in accordance with specification SANS 320 The production of men's heavy boots, service type (Goodyear weltered)

42. MAGAZINE POUCH - 9MM

The magazine pouch to be manufactured in leather, fully closed with press stud attachment, and double leather backing with 55mm opening, to fit double leather equipment belt. The colour of the pouch to be in black. (As per sample in Kit Stores).

This baton is made in accordance with specification SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

43. 100ml PEPPER SPRAY CANISTERS

Pepper Sprays must comply with SANS 10460:2023 Gas cylinders – Welded aluminium-alloy, carbon, and steel gas cylinders

REQUIREMENTS

1. **Material**
   Any materials used, shall be corrosion-free and shall be able to resist chemical attack by canister ingredients throughout its shelf-life.

   The canister contents shall be non-flammable, ozone friendly and of food grade. No permanent harm shall be caused by the contents under the normal use.

   The Oleoresin Capsicum (OC) content shall be of a natural origin.

   The canister's liquid content shall be 100 millilitres (-+2%).

   The canister's total Capsaicinoid concentration shall be in the range from 0.18 % to 0.22 (10% OC) in terms of weight percentage.

2. **Design and Construction**
   Holder – The canister shall be fitted in a suitable low ride black canvas pouch with a Velcro or press stud or Velcro and press stud securing flap that can be worn on a waist belt. The minimum width of 55mm and a maximum width of 65mm.

   Valve – The canister shall have a valve, capable of discharging a direct stream of mixture with a proper spray pattern, over a minimum range of 5 meters. The valve must have a lifespan equal to the shelf life of the canister.

   Protective safety cover – The canister shall be fitted with a fixed spring-loaded flip top to prevent accidental activation. This protective safety cover shall be capable of functioning as safety for multiple uses of the canister – until the formulation is depleted.

3. **Performance**
   When holding the canister in an upright position with the valve permanently activated, the canister shall be able to discharge its contents fully.

   When using short burst to discharge the content, the canister shall be to discharge its content fully with the same pressure and be capable to maintain a direct stream width to target a single person's face over a minimum range of 5 meters. The spray width to be not more than 50 cm diameter at a range of 5m.

   The canister and its contents shall not suffer damage, deterioration or degeneration of performance beyond the limits of this specification when subjected to the following temperature range 0 to 50 degrees Celsius (+- 5 degrees Celsius).

   The shelf-life of the canister shall be a minimum of 5 years from date of manufacture. When stored under normal storage conditions at room temperature. No deterioration of all contents or canister shall occur during this period.

4. **Identification**
   The following must be screen printed distinctly visible against a blue colour background on a vinyl sticker 110mm X 110mm (all colours coded must be in accordance with DMPS colour pantone as attached) on the body of the canister. The DMPS logo must be 40mm x 40mm the product identification, i.e., "**Pepper Spray – Direct Stream**"

   The volume of the liquid content

   The serial number

   The batch numbers

   An expiry date

   The following warnings:

"**Do Not Expose to Temperature above 50 Degrees Celsius Pressured – Do Not Puncture or Incinerate Can**"

Maintenance – Refer to Manufacturer's instructions. The information on the canister shall be wear and water resistant. Labels will not be acceptable.

5. **Packaging**

The following information shall appear distinctly visible on the package.

- The product identification and content net weight
- The quantity
- The batch number
- The expiry date
- Wear and water – resistant label shall be used

Packaging shall be durable, stackable, and heat shrink plastic wrapped.

Each canister must be provided with a manufacturer's instruction and maintenance leaflet.

6. **Material Data Safety Sheet**

A material data safety sheet (MDSS) issued by the manufacturer of the Oleoresin capsicum (OC) must be submitted on the closing date and time of the bid.

Failure to submit the material data safety sheet (MDSS) with the bid documents will invalidate the bid.

A material data safety sheet (MDSS) issued by the manufacturer of the Oleoresin Capsicum (OC) must be submitted with each batch delivered to the Durban Metropolitan Police Service.

Failure to submit the material data safety sheet (MDSS) will result in the rejection of delivery.

7. **Verification**

A Certification of Conformance (C of C) shall be issued with each delivered batch to provide evidence that the canisters conform to the requirements of this specification. The origin of the Oleoresin Capsicum (OC) as well as the total capsaicin concentration shall be specified on the certificate.

The certificate shall be issued and signed by an authorized representative of the contractor and countersigned by a representative of an accredited independent testing institution, authorized by the client at the cost of the bidder.

The DMPS retains the right to execute any test or inspection at an independent testing institution of its choice to ensure that services and/or hardware rendered satisfy, the prescribed requirements.

8. All the samples will be evaluated individually in terms of the specification and subjected to a physical and chemical evaluation. The physical and chemical evaluation will consist of the following:

<u>Physical Evaluation</u>
The physical evaluation will be conducted at the DURBAN METRO POLICE indoor shooting range. Each company's sample will be sprayed over a distance of five (5) meters at a fixed target to determine the stream width, stream strength and the constant length of each product.

<u>Chemical Evaluation</u>
The chemical evaluation will be conducted by a duly qualified independent scientific institution using either or both the applicable and internationally accepted standards of the American Society for testing and Materials (ASTM) or Association of Analytical Communities (AOAC) High Performance Liquid Chromatography (HPLC) method to determine the total capsaicin content.
If a bidder does not accept the above-mentioned testing method the bid will be rejected.

44. <u>GUN SAFE</u>

The firearms safes must adhere to SABS 953-1:Storage of firearms and ammunition: safes

Standard.

- W-305mm x h-225mm x D-165mm
- 4mm Door, 2mm Wall
- 7 Lever Lock
- 2 Keys included
- Fixing Bolts included

45. WHITE SHORT SLEEVE SHIRTS

The shirt shall be a military style with an open neck, a button fronts and with a plain button shank. It shall have a double layer shoulder yoke and tapered short sleeves with a French cuff. It shall have two breast pockets with mitred flaps. The flaps shall have a mock button and shall be stitched down on both corners. The left pocket flap shall have a pen hole slit. Shoulder straps for epaulettes.

The front shall be plain. The left front shall have a plain stand with buttonholes. The right front shall have corresponded 4 – hole buttons. The back shall be plain. The sleeves shall be one-piece with French cuff. **The pocket flaps shall be stitched down on both sides, each pocket flap shall have a pearlized white button on the pocket flap. No Velcro on pocket flaps then will be pen hole slit on the left pocket**.

N.B. White buttons on white shirt

Material	:	Polyester / Cotton Poplin
Colour	:	White
Composition	:	65% Polyester / 35% Cotton Poplin
Weave	:	Plain – Fully Shrunk
Mass per m^2	:	112g
No. of threads per cm	:	136 x72

This fabric is made in accordance with specification SANS 1387- 9 oven cotton and similar fabrics Part 9: Polyester and :cotton shirt fabrics

46. HAND CUFF POUCH

The handcuff pouch to be manufactured in leather, fully closed with press stud attachment, and double leather backing with 55mm opening, to fit double leather equipment belt / Codura belt. The colour of the pouch to be black.

This baton is made in accordance with specification SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

47. LEATHER RING BATON HOLDER

This baton holder provides easy access and a secure hold for the baton.
The holder should be able to hold a baton that is 24 inches in length and 1¼" in diameter,
PRODUCT SPECS

- High Quality Genuine Leather
- Fits Most Batons
- For Left & Right-Handed
- Fits most Duty Belts
- Secure Snap on Design with nickel studs.
- Nickel Ring

This baton is made in accordance with specification SANS 316 Industrial hand protectors (leather and fabric) and leather protective clothing.

SECTION 8: SCHEDULE OF RATES

	First Year						Second Year				
Item	Description	Est Qty	Price Each Excl. VAT	Price Total Excl. VAT	VAT	Price Total Incl. VAT	Est Qty	Price Each Excl. VAT	Price Total Excl. VAT	VAT	Price Total Incl. VAT
1a	Mens shoes	800					600				
1b	Female shoes	800					400				
2	Combat cap	1000					700				
3a	Hard caps (male)	400					400				
3b	Hard caps (female)	400					400				
4	Motorcycle leather gauntlet	30					30				
5	Short leather glove (wrist gloves)	40					40				
6	Equipment belt (webbing)	1000					500				
7	Epaulets	400					400				
8	Standard Tie	300					300				
9	Bow Tie	500					500				
10	Ladies Pantyhose	3500					3500				
11	Male Tunic	200					200				
12	Male Trousers - Other Ranks	500					500				

13	Cantoni Blue Shirts - Long Sleeves - Officers	250					250				
14	Cantoni Blue Shirts - Short Sleeves - Male	1500					1000				
15	Combat Shirts - Short Sleeves Male	1500					1000				
16	Combat Trousers	2500					2500				
17	Female Tunic	200					200				
18	Female Lined Skirt	300					300				
19	Female Slacks	400					400				
20	Cantoni Blue Shirts - Short Sleeves - Female	1500					1000				
21	Patrol Jacket with Liner	400					400				
22	Dayglow Vest-Police	1000					500				
23	Dayglow Vest-Peace Officer	1000					500				
24	Jerseys V-Neck – Long Sleeve	1000					600				
25	Torches – Three Cell	200					200				
26	Cortina Padded Bunny	900					600				
27	Baton	600					600				
28	Hand Cuffs	500					500				

29	Combat Boots Leather	250					250				
30	White Gloves	2500 pairs					2500 pairs				
31	**Rubberized EPPS**										
31.1	Chief of Police	6 pairs					3 pairs				
31.2	Deputy Chief of Police	6 pairs					3 pairs				
31.3	Director	30 pairs					20 pairs				
31.4	Snr Superintendent	40 pairs					30 pairs				
31.5	Superintendent	150 pairs					100 pairs				
31.6	Captain	500 pairs					400 pairs				
32	**Rubberized Georgettes**										
32.1	Chief of Police	6 pairs					3 pairs				
32.2	Deputy Chief of Police	6 pairs					3 pairs				
32.3	Director	30 pairs					20 pairs				
32.4	Snr Superintendent	40 pairs					30 pairs				
32.5	Superintendent	100 pairs					100 pairs				
33	Rubberized Sergeant Ranks	250 pairs					200 pairs				
34	Rubberized Inspector Ranks	1500 pairs					1500 pairs				

35	Rubberized Shoulder Flashers	2500 pairs					2500 pairs				
36	Boots- Colour black	800 pairs					800 pairs				
37	Socks- Biogard	3000 pairs					2000 pairs				
38	Caps- Scholar Patrol	200					200				
39	T-shirt round neck	300					300				
40	Breeches for motor cyclists	75					75				
41	Motorcycle police boots	60 pairs					60 pairs				
42	Magazine Pouch -9mm	300					300				
43	Pepper Spray	1500					1500				
44	Gun safe	60					60				
45	White short-sleeve shirt	2500					1500				
46	Handcuff Pouch	500					500				
47	Baton Holder	600					600				
Total							**Total**				

Sub-Totals :	**First Year**		**Second Year**	

Sub-Total (excl) = Year1 + Year 2:

VAT :		
Total (incl) carried forward to the Tender Form :		

SECTION 9 : OFFICIAL TENDER FORM

Part A: OFFER BY TENDERER - In response to **Tender Number : 1C-23020** I / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT):		
....		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number:	**PR**
C.S.D Registration Number:	**MAAA**
S.A.R.S Pin Number:	

Completion of the following is compulsory. Failure to declare the following will invalidate your offer.

Declaration of Interest

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?	☐ **Yes**	☐ **No**
Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?	☐ **Yes**	☐ **No**

Name of entity's member	**Position in Entity**	**Name of Relative (if applicable)**	**Name of State Institution**	**Nature of Relationship**

Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below	☐ **Yes**	☐ **No**

Name of entity's member	**Position in Entity**	**Name of Relative (if applicable)**	**Name of State Institution**	**Nature of Relationship**

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

*** Signature :**		*** Name** ***(capitals)*****:**	
Date:		**Capacity:**	
*** Name of Business:**		**Tel:**	
Address:		**Fax:**	

*** Denotes Mandatory Information**

Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender

Part B: ACCEPTANCE BY PURCHASER - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

Signature: **Name** *(capitals)***:**

Date: **Capacity:**

SECTION 10: ANNEXURES

SCHEDULE OF EXPERIENCE

The following is a statement of work of a similar nature (in relation to the scope of works) recently (within the past 10 years) executed or currently being executed by myself / ourselves.

NAME AND ADDRESS OF EMPLOYER	CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Attach additional pages if more space is required

NAME : .... (Block Capitals)

SIGNATURE : …………………………..……………………..……… DATE: **..............................**

(of person authorised to sign on behalf of the Tenderer)