



WEST RAND DISTRICT MUNICIPALITY



TENDER DOCUMENT

FINANCE SERVICES DEPARTMENT: SUPPLY CHAIN MANAGEMENT

BID NO: WR/PS/04/25

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF OPERATIONAL UNIFORM, PPE AND CORPORATE CLOTHING FOR ALL DEPARTMENTS OF THE WEST RAND DISTRICT MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

| | |
|--|---|
| <p>West Rand District Municipality Cnr 6th and Park Street Private Bag X 033 Randfontein 1760 Tel: 011- 411-5000. Fax: 011 412 3663. Website: www.wrdm.gov.za</p> | <p>Bidding enquiries Contact: Name: Mr. G Mandona Tel No.: (011) 411 5079 Fax No.: (011) 412-3663</p> <p>Technical enquiries Contact: Name: Technical: Mr. Nico Kahts Tell No: (078) 203 5662</p> |
|--|---|

Company Name:

Contact Person:

Tel No.: Fax No.: E-mail:.....

Total Bid Offer (Inc. VAT): R

Proof of payment for the tender document must be attached as part of the tender submission.

**CLOSING DATE: 13 MARCH 2025
TIME: 11H00**



WEST RAND DISTRICT MUNICIPALITY

Suitably qualified service providers are hereby invited to submit proposals for the following:

| Bid No. | Description | Evaluation Criteria | Closing Date & Time | Compulsory Briefing Session | Bid Enquiries |
|-------------|---|--|--------------------------|--|--|
| WR/PS/04/25 | Appointment of a Panel of Service Providers for Supply and Delivery of Operational Uniform, PPE and Corporate Clothing for all Departments of the West Rand District Municipality on an as and when required basis for a period of three (3) years. | Administrative Compliance, Functionality and 80/20 Preferential Point System | 13 March 2025 at 11:00am | Date: 18/02/2025 Time: 09h00 Venue: West Rand District Municipality Building (Bondesio Hall) | Technical Enquiries: Mr Nico Kahts Telephone No: (078) 203 5662 |

Bid documents will be available from **31 January 2025 Time 08:30 until 15:00**, at the cashier's office, Municipal Building, Cnr 6th and Park street, Randfontein. A non-refundable of **R350.00** will be charged for a document issued or downloaded. **Proof of payment for the tender document must be attached as part of the tender submission.**

Submission of Tenders:

Tenders must be submitted not later than **11H00 on the 13 March 2025**. **Faxed emailed and late proposals will not be accepted.**

By hand: Bid documents and supporting documents must be placed in a sealed envelope clearly marked the „Bid number & Description respectively", and be deposited in a bid box, on the Municipal Building, Cnr 6th and Park Street, Randfontein, 1760

By Post: To reach the Manager Supply Chain Management, Private Bag X033, Randfontein, 1760, in sufficient time for it to be placed in the Tender Box before closing time.

Opening of Tenders

Tenders will be opened in public at **11h00, 13 March 2025**

Bidders must take note of the following:

- ✓ Bids must only be submitted on the bid documentation provided by the West Rand District Municipality
- ✓ Persons in the service of the state are not allowed to bid; Attach Copy of ID document/s and Company registration certificate (CK)
- ✓ Recent Municipal Statement of account (not older than 3 months) for the company and all directors not in arrears for more than 90 days or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the "Clearance Certificate for Municipal Account". The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the "Clearance Certificate for Municipal Accounts" is completed in full and stamped by the landlord
- ✓ Attach copy of Tax Clearance Pin obtainable from SARS;
- ✓ Proof of registration with National Treasury Central Supplier Database;
- ✓ The bids will be evaluated and adjudicated in terms of Preferential Procurement Policy Framework, Act No.5 of 2000, Preferential Procurement Regulations 2022, West Rand District Municipality Preferential Procurement Policy and Supply Chain Management Policy of the West Rand District Municipality.
- ✓ Proof of payment for the tender document.
- ✓ A tender that fails to meet all the requirements stipulated in the tender documents will be unacceptable tender.

| | |
|----------------|---------------------|
| Bank Name | Standard Bank |
| Account Number | 021307350 |
| Branch Code | 015851 |
| Reference | Name of the Company |

Enquiries

Supply Chain Matters can be directed to **Goitsemodimo Mandona, at tell: (011) 411 5079**



WEST RAND DISTRICT MUNICIPALITY

MBD 1

PART A INVITATION TO BID

| | | | | | |
|---|---|---------------|--|--|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) | | | | | |
| BID NUMBER: | WR/PS/04/25 | CLOSING DATE: | 13 th MARCH 2025 | CLOSING TIME: | 11H00am |
| DESCRIPTION | APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF OPERATIONAL UNIFORM, PPE AND CORPORATE CLOTHING FOR ALL DEPARTMENTS OF THE WEST RAND DISTRICT MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| CNR 6TH AND PARK STREET, RANDFONTEIN, 1760 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | | TOTAL BID PRICE | R | |
| SIGNATURE OF BIDDER | | | DATE | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | SCM | | DEPARTMENT | Public Safety | |
| CONTACT PERSON | Mr G Mandona | | CONTACT PERSON | Mr. Nico Kahts | |
| TELEPHONE NUMBER | (011) 411 5079 | | TELEPHONE NUMBER | (078) 203 5662 | |
| E-MAIL ADDRESS | gmandona@wrdm.gov.za | | E-MAIL ADDRESS | nkahts@wrdm.gov.za | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| | |
|---|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES |
| | <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES |
| | <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES |
| | <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES |
| | <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES |
| | <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



WEST RAND DISTRICT MUNICIPALITY



NOTES TO BIDDERS

Bidders are requested to take note of the following:

- Municipal Bidding Documents (MBD 1-9) provided by West Rand District Municipality must be completed in full and submitted with all the required returnable documents.
- The Bid Documents must not be re-typed or re-produced as it will constitute stealing.
- A fee of **R350.00** charged for bid document is non-refundable.
- Payments are to be made at the cashiers Municipal Building, WRDM.
- The closing time for this shall be **11h00 am** at the specified date on the advert
- **No late, faxed and e-mailed bids will be accepted.**
- All bidders must adhere to the terms and conditions of bid.
- Tax Clearance Pin Certificate obtainable from SARS must be attached; failure to do so will result to the bid being non-responsive.
- Recent Municipal Statement of account (not older than 3 months) for the **company and all directors** not in arrears for more than **90 days** or lease agreement with a recent rental invoice/statement must be attached. Attention is drawn to the “Clearance Certificate for Municipal Account”. The Clearance Certificate must be completed by the Municipality where the business resides or the Landlord in case of a tenant. Lease agreement must also be attached and is the responsibility of the bidder to ensure that the “Clearance Certificate for Municipal Accounts” is completed in full and stamped by the landlord.
- The Bid Documents must be signed by an individual who has the delegated powers to sign on behalf of the Company
- Bidders are requested to verify that the company status is active with CIPC , attach copy of company registration certificates and copy(s) ID of company director(s) /member(s)
- Proof of registration with National Treasury Central Supplier database registration
- Offer to be valid for **90 working days** after the closing date of bid.
- Bid Document must be neatly banded and not be tear apart.

FAILURE TO ADHERE TO THESE NOTES WILL RESULT IN THE BIDDER BEING DECLARED AS “NON-RESPONSIVE”



**WEST RAND
DISTRICT MUNICIPALITY**

AUTHORITY FOR SIGNATORY

NAME OF ENTERPRISE:

DATE:

TO WHOM IT MAY CONCERN

It is hereby certified that Mr. /Ms.in his/her capacity as (Designation) is duly authorized to sign all documents submitted on behalf of (Name of company) in respect of the following tender:

**BID NO: WR/PS/04/25
APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF OPERATIONAL UNIFORM, PPE AND CORPORATE CLOTHING FOR ALL DEPARTMENTS OF THE WEST RAND DISTRICT MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

Yours Sincerely

.....
MD/CEO/ Company Secretary Etc.

Specimen Signature (Authorized Person):



WEST RAND DISTRICT MUNICIPALITY

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

B Bid Information

i. Name of bidder

ii. Registration Number

iii. Municipality where business is situated.....

iv. Municipal account number for rates

v. Municipal account number for water and electricity

vi. Names of all directors, their ID numbers and municipal account number.

1.

2.

3.

4.

5.

6.

7.

C Documents to be attached.

i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 months)

ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 months)

iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....
.....

Bidder's Signature

Date

CLEARANCE CERTIFICATE FOR MUNICIPAL ACCOUNTS

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal services, rates and taxes are in arrears for more than 90 days.

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider and director(s) are not in arrears for more than 90 days, with the relevant municipality / landlord in the municipal area where the director(s) resides and service provider conduct the business.

PART A -to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services. Part A to be completed only in the event that prospective bidders do not receive municipal rates & taxes statements.

OR

PART B -to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. Part B to be completed by the landlord only in the event that prospective bidder does not receive a rental invoice.

| | |
|--|---|
| PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY) | |
| Name of the Municipality: | |
| Property Physical Address: | |
| Registered Name: | |
| Official's Name: _____ Signature : _____ Date: _____ | <div style="border: 1px solid black; padding: 10px; min-height: 100px;"> Municipality Stamp Here </div> |
| Please circle whether the account is in arrears or up-to-date | |
| Rates and taxes : Up-to-date / in arrears for more than (90 Days) 3 months | |
| Water: Up-to-date / in arrears for more than (90 Days) 3 months | |
| Electricity: Up-to-date / in arrears for more than (90 Days) 3 months | |
| Refuse : Up-to-date / in arrears for more than (90 Days) 3 months | |
| Other services : Up-to-date / in arrears for more than (90 Days) 3 months | |
| PART B (TO BE COMPLETED BY THE LANDLORD) | |
| Name of the Tenant: | |
| Name of the Landlord: | |
| Property Physical Address: | |
| Landlord Signature: | |

Date: _____

Landlord's business stamp here
Or an Affidavit from SAPS (in the
event the landlord does not have
a business stamp)

Please circle whether the account is up-to-date or in arrears

Rental: Up-to-date / in arrears for more than (90 Days) 3 months
Municipal services: Up-to-date / in arrears for more than (90 Days) 3 months



WEST RAND DISTRICT MUNICIPALITY



MBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

| | |
|---------------------|-----------------------------|
| Name of Bidder..... | Bid Number..... |
| Closing Time: 11am | Closing Date: 13 March 2025 |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

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

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

*Delete if not applicable



WEST RAND DISTRICT MUNICIPALITY



MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to person connected with or related to persons in service of the states, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

- 3.1 Full name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

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

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

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

f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....
.....

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

3.10.1 If yes, furnish particulars

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars

.....
.....

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

3.13.1 If yes, furnish particulars

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

4 Full details of directors / trustees / members / shareholders

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Signature

Date

Capacity

Name



WEST RAND DISTRICT MUNICIPALITY



ETHICS COMMITMENT FOR ALL SUPPLIERS OF THE WEST RAND MUNICIPALITY

In our dealings with the West Rand District Municipality we commit to uphold high standards of ethics. Among other things this means:

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful(e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of inthe procurement process, either related to other suppliers or to municipal officials.
- We will, through all our dealings, contribute to building a positive ethical culture in theWest Rand District Municipality.

This is our commitment to help build an ethical community.

Name of Company: _____

Name of authorised person: _____

Signature: _____

Date: _____

Private Bag X033, RANDFONTEIN 1760
Cnr 6th & Park Street, RANDFONTEIN
Tel: (011) 411-5000/412-2701 Fax: (011)
412-3663



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Applicable Preference Point System

The applicable preference point system for this quotation is the 80/20 preference point system.

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

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

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

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|--|
|---|---|--|

| | | |
|---|-----------|--|
| Black ownership | 6 | |
| Women | 3 | |
| People living with disability | 2 | |
| EME or QSE | 2 | |
| Youth | 3 | |
| Enterprises located in Gauteng Province – Within Gauteng = 2 Within West Rand = 4 | 4 | |
| Total | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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



WEST RAND DISTRICT MUNICIPALITY

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: Bid No: WR/PS/04/25, **Appointment of a Panel of Service Providers for Supply and Delivery of Operational Uniform, PPE and Corporate Clothing for all Departments of the West Rand District Municipality on an as and when required basis for a period of three (3) years** in response to the invitation for the bid made by: West Rand District Municipality

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



WEST RAND DISTRICT MUNICIPALITY

SPECIFICATIONS

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF OPERATIONAL UNIFORM, PPE AND CORPORATE CLOTHING FOR ALL DEPARTMENTS OF WEST RAND DISTRICT MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS.

INTRODUCTION

The purpose of the project is to appoint a panel of Service Providers to deliver uniform, PPE and corporate clothing to the West Rand District Municipality on an as and when required basis over a period of 36 months. The bid is meant to attract potential service providers whose profiles must form part of a panel to supply clothing.

SPECIFICATIONS

1. OPERATIONAL UNIFORM -TROUSERS

1.1 Fronts

Each front must have a pin tuck and reinforced at the knee with reflective. The right front must have a single field- dressing pocket with Velcro closure.

1.2 Backs

The backs must have darts, pin tucked and reinforced across the full width of the back, with an outer material seat patch that extends from the top of the back to meet the knee patch at the side seam with reflective.

1.3 Fly

The fly must be a zip fly with a heavy-duty metal zip.

1.4 Waistband

The waistband must be cut on and be lined with outer material that is so shaped as to fit the trouser top. There will be one buttonhole at the trouser centre front.

1.5 Belt loops

Each pair of trousers must have seven belt loops on trousers waistband. The loops must be 20mm wide, of double –folded outer material, boxed, turned, single stitches and secured at the following positions:

One of on each front, 100mm from edge of the fly, one at each side seam, two stitched to the back panels and one just on the centre back seam.

The loops must neatly fit a 60 mm wide belt and be securely bar-tacked 5mm from the top of the waistband and at the bottom.

1.6 Pockets

All pocket bags must be of outer material, must be double-stitched and securely stitched. The pocket must be as follows:

- a) Side pockets: side pockets must have vertical mouth opening of 17mm. On all trousers the top bar tack on the pocket mouth must be positioned 110mm below the top edge of the waistband.
- b) Hip pocket: the pocket must be a half-jetted pocket with a finished pocket bag of a finished length and width of 190mm. Both pockets must have a double material flaps with a concealed button closure
- c) Field-dressing pocket: the pocket must be a patch pocket with square corners and must have a vertical 25mm deep knife pleat in the centre. The mouth of the pocket must have a hem of finished depth 25mm and must fasten with a Velcro patch of 25mm x 25mm. The finished pocket must have a width of 125mm and a depth of 130mm (outside dimension), and must be centrally positioned on the right front with its top edge in line with the top tack of the side pocket mouth, and the back edge 30mm from the side seam. The edges of the pocket must be stitched with one row of stitches 2mm from the turned-in edges.
- d) The back must have a welt pocket with outer material, fitted with a button and button hole for closure.

1.7 Bottoms

The bottoms must be plain, folded in and stitched down. The fold-in will be 25mm deep when finished.

1.8 Stitches, seams and stitching

General: all sewing must be according to S.A.B.S. 0101. And comply with the break strength of NFPA 1971.

Stitches:

Side and leg seam: stitch type 515 or 516 (S.A.B.S. 0101).

Overlock stitching: stitch type 502 or other acceptable stitch type (S.A.B.S. 0101)

Lap seams: stitch type 401 (S.A.B.S. 0101)

Other stitches: stitch type 301 (S.A.B.S. 0101)/

1.9 Reflective trims

Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2000) must be fitted to the legs of the trousers.

All trims must be 3M type 9487.
 The trims must be 50mm wide throughout.
 All trims must be double stitched.
 The colour of the trims must be lime-yellow with a silver strip in the centre.

1.10 Material

Navy Blue Rip Stop [emergency services]
 Light Gray Chinos [disaster management}
 Light brown Chinos [social crime prevention]

50%cotton and 50%poly VAT Dyed
 Warp is 30/2 combed 100%cotton
 Weft is 24/2cm poly%50/cotton50%
 Weave is 1/1 Rip stop
 Weight 230 grams approx.

1.11 Size Chart: Trousers

| TROUSERS | | | |
|-----------------|--------------|-------------|-------------------|
| Size | Waist | Seat | Inside leg |
| 28 | 14 | 48.5 | 80 |
| 30 | 15 | 51 | 80 |
| 32 | 16 | 53.5 | 81 |
| 34 | 17 | 56 | 82 |
| 36 | 18 | 58.5 | 82 |
| 38 | 19 | 61 | 82 |
| 40 | 20 | 63.5 | 82 |
| 42 | 21 | 66 | 83 |
| 44 | 22 | 68.5 | 83 |
| 46 | 23 | 71 | 82 |
| 48 | 24 | 73.5 | 82 |
| 52 | 26 | 78.5 | 82 |

2. COMBAT / OPERATIONAL SHIRTS (SHORT/LONG SLEEVE)

2.1 Fronts

The fronts must have 60mm wide facings that are cut-on and folded over. The left front must have six buttonholes and the right front must have six buttons. Each front must have a patch pocket with a flap. The inner edges of the facings must have been cut with selvage or must have been acceptably surged, they must not be stitched to the fronts, and both fronts must have a pin tuck stitch on the centre. The sides and the hem must be straight.

2.2 Breast pockets

Each front must have a patch type breast pocket with blunted corners and a 25mm wide box pleat in the centre. The pocket mouth must have a hem of finished width 25mm, and the edges of the pocket must have been turned in 10mm and stitched down 2mm from the turned-in edge. Each end of the pocket mouth must be secured, over the full width of the hem, with a box tack. The finished pocket must be 130mm wide and 140mm deep, on larger sizes these dimensions will be 140mm and 150mm respectively.

2.3 Pockets flaps

The flaps must be shaped flaps lined with self-material, interlined with woven interlining and stitched 6mm from the turned edges. The finished depth of each flap must be 40mm on the sides, 60mm in the centre and the flap must have a false vertical buttonhole in the centre and will fasten with 20mm Velcro. The flaps must be so positioned that the flap buttonholes are level with the second buttonhole. The left front must have a 40mm wide gap at the top of each pocket flap securely stitched down.

2.4 Back

The back must have a double yoke of finished depth 130mm at the centre of the back and 120mm at the shoulders. Two pin tuck must be stitched at the back as a style lines. The hem must be straight and sides as well.

2.5 Collar

The collar must be sports type glad neck collar, interlined with interlining and 6mm edge stitched.

2.6 Button

There must be six buttons securely sewn to positions corresponding to the buttonholes. The buttons on the right front must be sewn 15mm from the front edge. Each button must be secured with the holes aligned with the relevant buttonhole.

2.7 Hem

The hem at the bottom of the shirt must have a finished width of 6mm. the hem will be turned in and stitched down 2mm from turned-in edge.

2.8 Sleeves

Sleeve must be short/long as per requirements with a lip turn up on the short sleeve and a cuff on the long sleeve.

2.9 Embroidery

2.9.1 The West Rand Operational Badge must be placed 4cm from shoulder line on both right and left sleeve.

2.9.2 Rank/Logo Embossing Shield must be placed on the left chest above chest pocket.

2.9.3 Name Embossing Shield must be placed on the right chest above chest pocket.

2.9.4 Rank Embossing must be fitted to the collars at the end on both left and right sides.

2.10 Reflective Trims

Retro- reflective fluorescent trims in accordance with the NFPA 1971 (2000) must be fitted to the shirt sleeve.

All trims must be 3m type 9487.

The trims must be 50mm wide throughout.

All trims must be double stitched.

The colour of the trims must be lime-yellow with a silver strip in the centre.

2.11 Material

- Navy Blue Rip Stop [emergency services]
- Light Gray Out back Shirt [disaster management }
- Light brown Outback Shirt [social crime prevention]

- 50%cotton and 50%poly VAT Dyed
- Warp is 30/2 combed 100%cotton
- Weft is 24/2cm poly%50/cotton50%
- Weave is 1/1 Rip stop
- Weight 195 grams approx.

2.12 Size Chart: Shirts

| SHIRT | | |
|--------------|--------------|---------------------|
| Size | Chest | Short Sleeve |
| Small | 57 | 14 |
| Medium | 61 | 14 |
| Large | 65 | 15 |
| X Large | 69 | 15 |
| 2 x Large | 73 | 16 |
| 3 x Large | 77 | 16 |
| 4 x Large | 81 | 17 |
| 6 x Large | 89 | 17 |
| 7 x Large | 93 | 18 |

3. BLACK SOCKS

- The length of the socks must be up to the bottom of the knee.
- The material must be 70% wool and 30% nylon. The material must have a thickness of no less than 2,5mm.
- The socks must have cushion soles. Bio-guard type socks are required.

4. OPERATIONAL CAPS

4.1 Material

4.1.1 The fabric must be 50% polyester and 50% cotton to the same standard as the rest of the uniform material. The colour of the fabric will be oxford blue to CKS 129/34c/1968.

4.1.2 Peak- must be 1,5mm thick bontex board or 1,8mm plastic.

4.1.3 Bias binding- must be poly/cotton cut 24mm and width a finished width of 14mm

4.1.4 Hat bands- must be made of trichel lining cut 40mm wide on the bias, stitched both sides over 25mm and with a finished width of 14mm

4.1.5 Stays- must be of bontex board 04mm thick and 8mm wide.

4.1.6 Stiffening-must be non-woven iron-on type RL40.

4.1.7 Buttons- must be rustproof pin back type size 22 line covered with cloth

4.1.8 Eyelets- must be bifurcated rimmon type ducoed navy blue with an international diameter of 4mm.

4.1.9 Fasteners- must be of Velcro 20mm wide and 50mm in length, navy blue in colour.

4.1.10 Front support- to be dye cut from medium weight.

4.1.11 Embroidery- as approved by the WRDM.

4.1.12 The West Rand Operational Badge must be placed centrally on the front.

4.1.13 Threads- the thread must be polyester and cotton core spun thread, ticket no 80.

Note: It is the responsibility of the bidder to ensure that the manufacturing requirements as listed below are adhered to:

- The caps must be cut in 5 parts. The front panel only to be laminated to non-woven stiffening and die cut in double gore shape and must have a badge stitched on the centre front 25mm from the bottom of the panel or directly woven into the panel.
- Two side panels must be cut in gore shape with pre-punched marks for the eyelets.
- Two back panels to be cut in gore shape with an overlap cut at the back allow for adjustment and with pre-punched marks for the eyelets.
- The peak to be cut in two parts on the outside edge and stretched over the inner peak and drawn tight there over as it is stitched down on the inside edge trimmed to leave approximately 6mm cloth for attachment to the body of the cap.
- The front side and back panels must be stitched together with seams nominal width 5mm to the crown of body of the cap. The front panel seam to be overlapped and lock stitches. All over seams to be under pressed and covered with bias binding stitched down with a double needle machine. The cut out overlap at the crown to be flat bound with bias binding.
- The back and side panels must have bontex stays. Stitched to the edge on both sides.

- A suitably shaped nylon front support bound with bias binding will be attached behind the front panel with a 30mm wide cotton calico strip.
- The peak to be attached to the crown of the cap end is perfectly centred across the front panel.
- A 25mm hatband to be attached to the bottom of the back of the cap at the same time top stitching the bound edge inside together with the excess hatband to cover the seam.
- A 50mm length of fastener to be fitted to the bottom of the opening at the back of the cap at the same time top stitching the bound edge inside together with the excess hatband to cover the seam
- Four eyelets to be fitted to the pre-marked positions on the crown of the cap.
- A covered button to fit to the top of the crown where the seams meet.
- The caps are to be made in four adjustable sizes covering the following:

| | | |
|-------------|---|---------|
| Small | - | 54-55cm |
| Medium | - | 56-57cm |
| Large | - | 58-59cm |
| Extra-large | - | 60-61cm |

4.2 Stitched, Seam and Stitching

- General- all sewing must be in accordance with SABS.0101
- Stitches must be as follows:
 1. Seams- stitch type 301
 2. Overlocking- stitch type 502-505
 3. Other sewing- stitch type 301
- Number of stitches must be as follows:
- All stitching on topstitching: 36+ 4 per 10cm

4.2.3 Workmanship

The caps must be made with first class workmanship throughout, and must be free of all defects affecting their appearance and serviceability. All seams to be smooth and all stitching to be uniform and free of pleats, twists and puckering. Unsecured ends of sewing must be tacked and all loose threads to be removed. The caps must be of a uniform and acceptable make, colour and finish and the shade matching of the component parts of the caps must be such as to be acceptable.

4.3 Packing and Labelling

Packing-each cap must be supplied neatly folded and packed in boxes.

Labelling-each cap must have a size sticker and manufacturers label securely sewn inside.

5. OFFICERS CAPS

An oak leaf must be embroidered in gold on the peak 20mm from the front edge.

6. BOOTS: OPERATIONAL BOOTS (BLACK)

6.1 The boots are intended for use in Emergency Services as part of the operational uniform.

6.2 The boots must be fitted with toe and shin protection.

6.3 The sole must be constructed of rubber and must offer excellent chemical resistance and be non-slip. The boots must feature a toe tip and heel bumper.

6.4 Full grain flame-resistant and puncture-resistant leather must be used for the uppers. The boot must have excellent water repellent properties.

6.5 The boots must feature a split leather padded collar, leather tongue and must be lined.

6.6 The heel of the boots must be fitted with stabiliser

6.7 The boots must be fitted with a shock absorbing midsole.

6.8 The boots must create a watertight seal where the rubber outsole joins the leather upper.

6.9 The boots manufacturer must give a written warrantee that the sole must not come loose from the uppers with exposure to heat and water.

6.10 The boots must be available in sizes ranging from 3 up to 14 including half sizes.

6.11 The successful tenderer must keep sufficient stock of the boots for the period of the contract.

7. OPERATIONAL GOLF-SHIRT

7.1 Golf T-shirts (short sleeve)

SPECIFICATIONS FOR FIRE FIGHTING PROTECTIVE WEAR

8. STRUCTURAL FIRE FIGHTING SUIT:

8.1. Standard Design:

8.1.1 The complete suit must comply fully with all relevant standards as set in the NFPA 1971 Standards on Protective Ensemble for Structural Fire Fighting, 2007 edition, codes.

8.1.2 The suit must consist of a tunic and trousers.

8.1.3 The minimum overlap between the tunic and trousers must be 250 mm.

8.1.4 Each garment must consist of a composite of an outer shell, vapour barrier, thermal barrier and lining.

- 8.1.5 Current and valid certificates of compliance issued by an accredited test house, certifying that the outer shell, vapour barrier and thermal barrier comply fully with NFPA 1971, Standards on Protective Ensemble for Structural Fire Fighting, 2007 edition, must be included with the tender. **Failure to do so will render the tender null and void**
- 8.1.6 The vapour barrier, thermal barrier and lining must form the inner shell and must be detachable from the outer shell.
- 8.1.7 The suits must be made in seven (7) sizes labelled: Small, Medium, Large, X-Large, XX-Large, XXX-Large and Special size. Special size suits must be provided to fit for individual personnel, where standard sizes will not fit and protect adequately.

8.2 Fabric and Garment Requirements:

8.2.1 Outer Material (Shell):

Aromatic Polyamide fibre enriched with 60% Kevlar (para-aramid) and 40 % Nomex (meta-aramid). Material to be in Rip-stop weave.

8.2.2 The colour of the material will be Navy blue.

8.2.3 The fabric must withstand at least 350 cycles on the Taber Abrasion Machine without the material holing (90% of material weight retained).

8.2.4 The TPP (Thermal Protective Performance) must be no less than 43 cal/cm² on the composite of the material on offer.

8.2.5 Degradation temperature to be no less than 1050°F (565.6°C).

8.2.6 The tensile strength of the outer material after 5 seconds TTP exposure must not be less than 75 lb (34,5 kg) in warp and fill.

8.2.7 The garments must comply with the NFPA 1971(2007) standards for :

Seam Strength,

High visibility,

Hardware and

Label legibility.

8.2.8 Only yarns guaranteed by the manufacturer to 360° C and SABS /NFPA must be used.

8.2.9 Yarns to be of same colour as outer material

8.2.10 All raw edges and seams must be over locked by using at least five (5) strands of yarn.

8.2.11 Seam strength to be at least 200 N.

Note: Proof of Underwriters Laboratories (UL) certificate must be included

8.3 Vapour Barrier:

8.3.1 Bicomponent Polyurethane laminated to Nomex E89 fabric

8.3.2 The fabric must have NFPA 1971 (2007) approval for:

Flame resistance

Heat resistance

Water resistance

Liquid resistance

Viral resistance (Bacteriophage)

Strength

8.3.3 Resistance to penetration by fire ground chemicals.

Note: Proof of Underwriters Laboratories (UL) certificate must be included

8.3 Thermal barrier and Lining

8.3.4 Thermal barrier – 100% Aramid Batt/ Quilted. Lining – 100% Nomex face cloth/ quilted. Thermal liner consists of Nomex face cloth (the liner) and a non-woven aramid batt, and these two layers are quilted together with Nomex thread. Total weight indeed 9,3 oz./sq. yd. Thermal barrier-liner combination would be integrated.

8.3.5 The fabric must have NFPA 1971 (2007) approval for:

Flame Resistance

Heat resistance

Thermal resistance

Cleaning shrinkage

Strength

Note: Proof of Underwriters Laboratories (UL) certificate must be included.

9.REQUIREMENTS FOR PROTECTIVE TUNIC

9.1 The outer shell must be of a single layer construction throughout.

9.2 All seams must be double stitched.

9.3 The coat must have a double closure front with 50mm Velcro and a heavy duty zip.

9.4 The zip must comply with the standards as set in NFPA 1971(2000).

9.5 There must be no seams on the shoulders. Sleeves must be constructed in such a way as afford maximum movement.

9.6 The sleeve cuffs must be reinforced.

9.7 The arms of the tunic must be designed to facilitate the maximum amount of free arm movement.

9.8 Elbow padding is required. The padding must consist of polymer-coated Kevlar with a heat resistant material sandwiched between the shell and the Kevlar. The padding must be stitched onto the outer shell using double stitching.

9.9 The vapour barrier, thermal barrier and lining together must form the inner garment.

9.10 The inner jacket must be attached to the outer jacket by means of a heavy-duty zip and Velcro with snaps at the arms.

9.11 The inner jacket must be equipped with wristlets and thumb loops in accordance with the NFPA 1971 (2007) standards.

9.12 The jacket must include inverted pleats. The two pleats must be set in the back of the outer shell.

9.13 The tunic must be available in both traditional and bunny jacket styles.

9.14 Pockets:

9.14.1 Two (2) pleated waterproof side pockets must be fitted to the tunic. The size of these pockets must be 275 mm x 225 mm with a 75 mm pocket-flap held down by two (2) Velcro squares. Pockets on bunny jacket style to be 220 x 180 mm.

9.14.2 A radio pocket must be fitted onto the left chest. The pocket must be so positioned not to hinder the Breathing Apparatus shoulder straps. The pocket must feature a pocket flap with an insertion for the antenna. The pocket flap must be closed with a Velcro square.

9.14.3 All pockets must be of the same material as the outer shell.

9.14.4 A pocket must be placed on each side on the inside of the inner shell. These pockets must be constructed of the same material as the inner shell.

9.15 Collar:

The collar must be of a double layer of the same material as the outer shell and must have a layer of the quilted thermal barrier in the middle thereof.

A storm-flap constructed the same as the collar must be fitted in such a way as to ensure a “Dry Suit”. The area over the chin must have a layer of Nomex Knit.

10.REQUIREMENTS FOR PROTECTIVE TROUSERS

- 10.1 The trouser must be shaped in such a way that it will provide a tailored fit.
- 10.2 The trousers must extend no less than 150 mm above the waist.
- 10.3 Super heavy-duty suspenders must be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulders must be incorporated into the suspenders. Reflective to be weaved into suspenders.
- 10.4 The main body of the suspenders must be constructed of non-elastic webbing.
- 10.5 The suspenders must be no less than 50 mm wide.
- 10.6 The suspenders must be equipped with two non-slip thermoplastic slide fasteners for adjustment.
- 10.7 On the back 50 mm wide elastic webbing must be stitched to the non-elastic webbing. The left and right suspender belt must be connected with 50 mm elastic webbing at the back.
- 10.8 Provision must be made for a fly flap in the trousers. This fly flap must be fastened with Velcro along the entire length. The fly flap must taper from top to bottom.
- 10.9 The cuff area of the trousers must be reinforced.
- 10.10 The leg ends must be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell must be fitted with an elastic band.
- 10.11 The knee area must be reinforced with polymer coated Kevlar squares.

10.12 **Reflective Trim**

- 10.12.1 Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2000) must be fitted to the suit.
- 10.12.2 All trims must be 3M type 9487
- 10.12.3 The trims must be 76.2 mm wide throughout.
- 10.12.4 All trims must be double stitched
- 10.12.5 The colour of the trims must be lime-yellow with a silver strip in the centre.
- 10.12.6 The trims must be positioned as specified.

10.13 **Marking**

- 10.13.1 Each Tunic and each pair of trousers must have a white woven cotton label of a nominal size of 60 mm x 40 mm. All cut edges must be turned in and the label securely sewn centrally to the inside of the back of the inner shell at the top of both the tunic and trousers.
- 10.13.2 The label must provide the following information printed in legible block letters:
- The manufacturer's name or trade mark or both
 - The composition of the materials
 - All materials NFPA compliant
 - The year of manufacture
 - Washing instructions

10.14 **General**

- 10.14.1 The garment must have no metal clips or rivets.
- 10.14.2 The manufacturer must undertake to do repairs on a material cost basis.
- 10.14.3 The suit must be constructed in such a way that damaged panels can be replaced. All layers must be designed to allow for this.

11. **FIRE FIGHTING HELMET**

Fire Fighting helmet must meet all performance standards and specifications under NFPA 1971 2000 and US-OSHA (NFPCA 1877).

11.1. Outer Shell and Inner Crown:

Outer shell and inner crown must be constructed of heat-resistant materials: an outer shell of ULTEM, and a detachable inner crown consisting of an ABS inner shell and a urethane foam impact liner.

11.2 Suspension:

Shock attenuation system must consist of 6 – POINT nylon crown strap suspension that is anchored to the inner crown assembly. Helmet adjustment must include an independently attached headband with Sure-Lock ratchet knob for instant sizing, and vertical adjustments for height (2 rear, 2 front) Suspension and headband contain no metal components.

11.3 Accessories:

The helmet must have an adjustable Nomex chinstrap with quick-release buckle, postman's slide fastener and Velcro return. Chinstrap must anchor to outer shell with dielectric bracket. Ear/neck protector material of rip-stop Nomex with Velcro attachment. Hard – coated PPC face shield (4" x 15") must be mounted to the helmet brim and allow for a minimum retract ability of 90.

(A6" x 15" face shield is optional) Face shield mounting hardware must consist of hand wheel, aluminium post, aluminium bracket, brass nut, spring clip, and screws. Screws must be mounted in a plastic block to protect the dielectric integrity of the helmet. The mounting hardware must be designed for easy tension adjustment with or without the use of protective gloves.

11.4. Physical Configuration:

The basic helmet must be flared, rear – brim design with the following specifications: Length: 14" Width: 10" at temples
Height: 6-7/8" 11-1/4" at back of helmet

11.5 Helmet Colours"

The helmet shell must be colorfast, not painted.

NB: The manufacturer must warrant to the original purchaser that the entire helmet (excluding face shield) is free of defects in material and workmanship, under normal use and service for a period of two years from the date of manufacture.

11.6 Impact Liner System:

The impact liner must consist of a urethane foam liner glued to a black polyphenylene oxide inner shell with a heat deflection temperature >250 F @264 psi. The urethane foam liner formed without the use of CFC's to eliminate the potential for additional expansion when subjected to heat during actual use.

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

11.7 Crown Strap Suspension System:

The crown strap suspension system is three ¾" nylon web straps attached to 6 nylon keys. The keys must be locked into the lip of the polyphenylene oxide inner shell against the urethane impact liner.

11.8 Ratchet Headband:

The helmet must have a quick - adjustment-sizing capability by means of a ratchet adjustment system attached to a heat – resistant nylon headband. The headband must be attached to the ABS inner shell by four black acetal buttons (two front, two rear). The headband must have the ability to be raised or lowered inside of the inner shell by location points on the headband with no effect on the height of the helmet on the fire fighter’s head.

The ratchet portion of the headband must have a ratchet height adjuster located at the rear of the headband, inside of the inner shell, to permit the ratchet to be positioned for comfort on the nape of the fire-fighters head. This ratchet height adjuster permit at least 1” of travel by means of three-height adjustment slots for proper fit. This independent adjustment component must have a ¾” piece of adhesive – backed Velcro hook material attached at the centre rear of this component to secure the rear potion of the ear/neck protector.

The ratchet housing must be wrapped in a cushion-backed leather cover to enhance fit and comfort at the nape of the head. This leather ratchet cover must be attached by four pieces of Velcro hook and loop material to permit removal for cleaning and replacement.

11.9 Brow Pad:

The headband must be supplied with a fire retardant (FR) cotton flannel brow pad, backed with foam cushion padding material at the forehead. This brow pad must be attached by 4 pieces of Velcro hook and loop material to permit removal for laundering and replacement. Attachment to the headband with stitching will not be permitted.

11.10 Chin Strap:

The chinstrap must consist of two pieces of ¾” black Nomex webbing with a super-tough nylon quick-release buckle and a chrome plated postman’s slide fastener.

The male side of the quick-release buckle must be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield-mounting bracket with 2 stainless steel screws. The long portion of the chin strap with the female side of the quick-release buckle and the postman’s slide fastener must be attached to the left side of the outer shell in the same manner.

When the chin strap is connected and fully extended, maximum length must be at least 24” when measured from one anchor block to the opposite anchor block.

11.11 Ear/Neck Protector:

The ear/neck protector must consist of a 6 oz. rip-stop Nomex outer shell backed with FR cotton flannel for comfort. A 1” strip of Velcro loop material must be stitched in one continuous band across the top of the outer shell portion of the ear/neck protector for attachment to the polyphenylene oxide inner shell.

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

- 1.6” from the sides of the helmet brim at the chinstrap. 2. 6-1/2” from the centre rear of the helmet brim.

11.12 Face shield:

The face shield must be a hard-coated high heat thermoplastic material 4” x 15” that is moulded in the formed position and designed to fit the contour of the helmet brim. The face shield must be certified to meet the optic requirements of ANSO Z87.1 1989 Standard for Eye and Face Protection. This certification must be in addition to compliance with NFPA 1971-2000 requirements for heat and impact performance.

When mounted, the face shield must permit a minimum retractability of 90° in the stowed position. The face shield must be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon hand wheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminium washer and mounting bracket. The face shield hardware must be tested to NFPA 1971-1997. The mounting bracket must be secured to the brim of the outer shell by the chinstrap screws. A thermoplastic spacer washer must be used to bridge the mounting bracket adjoining the edge beading.

11.13 Retro-reflective trim:

The outer shell has 5 tetrahedron-shaped, fluorescent lime-yellow, retro-reflective markings located around the circumference of the outer shell. The reflective materials must be glass bead based to maximize the resistance to heat exposure experienced in fire fighting. Vinyl based reflective materials will not be considered equal.

11.14 Warranty:

The manufacturer must warrant to the original purchaser that the entire helmet (excluding face shield) is free of defects in material and workship, under normal use and service, for a period of two years from the date of manufacture.

12.FIRE FIGHTING GLOVES:

- 12.1 Structural Fire Fighting Gloves
- 12.2 Advanced multi layer design
- 12.3 Provides thermal protection and cut/puncture resistance
- 12.4 Flexible 6 layer knuckle guard system
- 12.5 Ring and middle finger's suede are cut and sewn independently for enhanced dexterity
- 12.6 Long cuff model uses Kevlar wrapped debris blocker
- 12.7 Double layer breathable polymer for blood borne pathogen/liquid desistance
- 12.8 Must conform to NFPA 1971,2007.

13.FIRE FIGHTING RUBBER BOOTS:

- 13.1 Rubber Fire fighting boots. Kevlar lined - NFPA.
- 13.2 Steel toecap.
- 13.3 Puncture resistant.
- 13.4 Stainless steel MI9D Sole heavy knurled rubber.
- 13.5 Metatarsal and shin protectors.
- 13.6 Size 5 to 14.

14. FIRE FIGHTING BALACLAVA:

14.1 DESIGN: – TWO PIECE with NOTCHED SHOULDER

14.2 HEAD DESIGN LAYERS : 2 Ply

14.3BIB DESIGN LAYERS : 2 Ply

14.4 LENGTH: From top of head to neck: 13 inches

14.5 LENGTH: 8 inches (front and back)

14.5 WIDTH: Back seam to top of face: 9 inches

14.6 NOTCHED SHOULDER DESIGN:

Back seam to bottom of head: 11 inches

From top of head to bottom of notched shoulder: 15 inches

14.7 OVERALL HOOD LENGTH:

From top of head to bottom of apron: 21 inches

14.8 SIZING: One size fits all (universal size). Do not modify, change, or alter the protective hood in any manner.

14.9 FACE OPENING MEASUREMENTS

RELAXED: 5 inches (UL requirement 4.7-5.7 inches)

STRETCHED: 15 inches

Face opening is sewn with ½ inch elastic.

CONSTRUCTION

SEAMS: All seams must be merrow stitched then top and bottom covered with a 5-thread cover stitch for extended durability. All bottom edges are bound with binding.

THREAD: 100% Nomex®

CERTIFICATION

Must meet or exceed NFPA 1971-2007 Edition and be UL Certified.

Must meet or exceed Cal/OSHA Standards.

15. PRO TECH FUSION FIRE FIGHTER GLOVES



- Structural Fire Fighting Gloves
- Advanced multi-layer design
- Provides thermal protection and cut/puncture resistance
- Flexible 6 layer knuckle guard system
- Ring and middle finger's suede are cut and sewn independently for enhanced dexterity
- Long cuff model uses Kevlar wrapped debris blocker
- Double layer breathable polymer for blood borne pathogen/liquid resistance

Conforms

to

NFPA

16. STRUCTURAL RESCUE GLOVES



- Must be ideal and effective for auto extrication, clean-up, and many hazardous utility applications.
- High-wear gripping areas strategically reinforced with silicone-coated Level 3 cut-resistant Kevlar® that can withstand 1000° F for 20 sec.
- Must contain multiple layers and types of cut-resistant FR Kevlar
- Convenient Carabiner Hole, reinforced with sturdy synthetic leather and double stitching. Must not have no loops, grommets, rings, or hardware to catch, corrode, or become hot.
- Must be breathable, water-resistant stretch nylon on glove back.

17. BULLARD 6” HELMET VISOR



Must have Bullard 6” visors to conform to ANSI/ISEA Z87.1-2010 standard for eye and face protection when used in combination with Bullard headgear or face shield brackets. Visors must be available in flat or heat-formed acetate, clear flat or heat-formed polycarbonate, Shade 3 and 5 flat polycarbonate, flat or heat-formed Tritan™ and flat polyester.



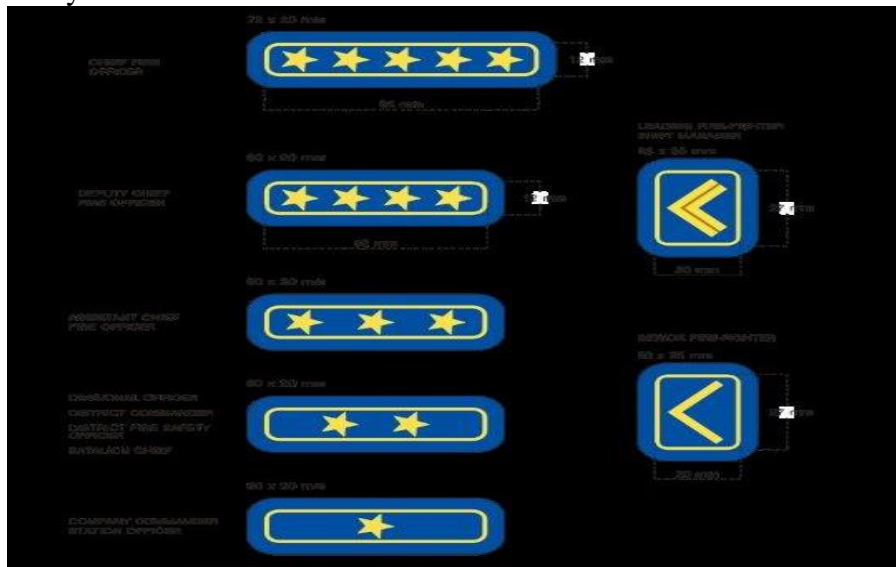
18. RUBBER NAME TAGS

Rubber name tags with the South African Flag must be edged with a Blue border for the combat uniforms. All information must be in one line with Initials and surname.



19. RUBBER RANK MARKINGS FOR FIRE SERVICE

Rubber Rank markings must be edged with a Blue border for the combat uniforms. Different Ranks to be specified by the WRDM.



NOTE:





It is a condition of the tender that all tenderers submit an SABS Manufacturing Capability Report Certificate which is not older than twelve (12) months, which certifies the capability to manufacture the specific items tendered for with their tender. Failure to submit this report will render the tender null and void (Applicable to Emergency Services uniform, fire kit ,Fire and PPE). In the case where the bidder is a supplier, then they must obtain the certificate from the manufacturer where they are purchasing from.


ENVIRONMENTAL HEALTH PRACTITIONERS (EHPS):

The following are the PPE list/items to be purchased for Environmental Health Practitioners (EHPs):




- 20. Steel toe shoes/boots
- 21. MHS branded reflector jackets
- 22. White labcoats
- 23. White gumboots
- 24. Hard hats
- 25. Earplugs and nose plugs

LIST OF PERSONAL PROTECTIVE EQUIPMENT FOR RRAMS

| Item | Description | Size & Units |
|--|--|--|
| <p>26. Reflective Bush Hat</p>  | <p>High-visibility clothing, A two tone reflective polyester jacket with silver taped lime and detachable sleeve</p> | <p>(Sizes: One size fits all) Total Units: 10</p> |
| <p>27. Reflective Metro Jacket with Dettachable Sleeves</p>  | <p>High-visibility clothing, A two tone reflective polyester jacket with silver taped lime and detachable sleeve. (branded with WRDM logo)</p> | <p>(Size: S x 5, M x 6, L x 3, XL x 2) Total Units: 16</p> |
| <p>28. Reflective Bunny Jackets</p>  | <p>High-visibility clothing, Silver taped 2-tone (Orange/Black) reflective polyester jacket (branded with WRDM logo)</p> | <p>(Size: S x 4, M x 4, L x 2, XL x 2) Total Units: 12</p> |
| <p>29. Flame Acid Overall Jacket</p>  | <p>Flame & acid repellent Easy-fitting, long sleeve jacket with centre front zip and elasticated cuffs Single breast pocket with flap and stud closure Slide fastener attached with double needle stitch</p> | <p>(Size: S x1) Total Units: 1</p> |

| | | |
|---|---|--|
| <p>30. Flame Acid Overall Trouser</p>  | <p>Flame Acid Overall Trouser is made of a flame & acid repellent material. Easy-fitting, trousers with two side pockets and hip and rule pocket. Zip fly</p> | <p>(Size: S x1) Total Units: 1</p> |
|---|---|--|

LIST OF PERSONAL PROTECTIVE EQUIPMENT FOR RRAMS

| | | |
|--|--|--|
| <p>31. Diagnostic Hi - Beige</p>  | <p>Diagnostic safety boot made of smooth leather and with extra comfort padded collars, breathable cambrelle inner lining and steel toe cap.</p> | <p>(Size: 6 x 2, 7 x 3) Total Units: 5</p> |
| <p>32. Sabi Boots 2.0 (Safety boots for Men)</p>  | <p>Sabi Boots 2.0</p> | <p>(Size: 6 x 2, 7 x 3) Total Units: 5</p> |
| <p>33. Leverage Buckle Walnut</p>  | <p></p> | <p>(Size: 5 x 1, 7 x 1) Total Units: 2</p> |

| | | |
|---|--|--|
| <p>34. Ella Ladies Boot</p>  | | <p>(Size: 5 x 1, 7 x 1) Total Units: 2</p> |
|---|--|--|

DEPARTMENT: HEALTH AND SOCIAL DEVELOPMENT

PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR MHS STAFF

The following are the PPE list/items to be purchased for pest control:

- 35. Contractors Jackets (Navy)
- 36. Contractors Trousers (Navy)
- 37. Polycotton work Jackets (Charcoal)
- 38. Polycotton work Trousers (Charcoal)
- 39. Rebel Boot Chukka Black
- 40. Gum Boot STC Egoli
- 41. Bunny Jackets
- 42. Extra strength rainsuit (Navy)
- 43. Glove maxi flex ultimate
- 44. Impact glove size 9
- 45. First aid kit Reg 7 Refil

| Item Name | Size | Material | Specifications |
|-------------------------|--|------------------------------------|--|
| 46. Blue Nitrile gloves | Small (6-7) Medium (7-8) Large (8-9) | Nitrile no latex powder free | Single use, ambidextrous, non-sterile, wrist length, chemical resistant |
| 47. Medical masks | N/A | Woven fabric | 3 Ply Protection - viruses, bacteria, airborne microbes, dust, pollen |
| 48. Dust masks | N/A | FFP2 | Aluminum nose clip Protection - particles: cutting, sanding, drilling, fillers, rust, concrete, stone, aerosols |

| | | | | |
|--|--|----------------------------------|--|-----------------------------|
| 49. Dust coats | 3 x L 2 x L Large Medium Small M M M M 2XL L L 5 x L 3 x L X Large Large Medium Small | Poly cotton 200gsm | Button-down front, multiple pockets, chemical resistant long sleeve | Day to day inspections |
| 50. Hats/caps | X Large Large Medium X Large Large Medium M M M M 2XL L L | Poly cotton | Stitched sweatband, Sweat absorption. Sun protection | Day to day inspections |
| 51. Ear/nose plugs combination set | N/A | SNR28 and NRR 24 specified | Reusable, corded, non- toxic, non-allergic, self-adjusting, foam, triple flanged, washable. | Abattoirs and industries |
| 52. Hard hats | 50 – 64 cm | Hardened plastic compounds | SABS Approved 6- point inner Headband Manufactured in South Africa SANS 1397. | Abattoirs and industries |
| 53. Face shields | N/A | Polycarbonate | <ul style="list-style-type: none"> • Twin point mounted cups • Hearing protection for extended periods • Visor flip up and down | Abattoirs and industries |

| | | | | |
|---------------------------------------|---|----------------------|--|--------------------------|
| | | | <ul style="list-style-type: none"> • Close fitting headband • High noise levels absorption with soft foam cushions | |
| 54. Safety glasses | N/A | Polycarbonate | EN166:2002 polycarbonate lens, vinyl temples, shatterproof | Abattoirs and industries |
| 55. Gloves (silicone /polyester type) | N/A | Silicone/polyester | Waterproof High strength Safety gloves | Abattoirs and industries |
| 56. Gumboots | Size 9 Size 7 Size 6 Size 5 4 5 6 9 5 6 5 Size 8 Size 7 Size 6 Size 5 Size 4 Size 3 | PVC | Unisex, general purpose, knee-length, hard wearing, good grip, sole support. | Abattoirs and industries |
| 57. Steel toe shoes | Size 9 Size 7 Size 6 Size 5 4 5 6 9 5 6 5 Size 8 Size 7 Size 6 Size 5 Size 4 Size 3 | Leather/polyurethane | Chelsea boot with steel toe cap, slip free, acid and chemical resistant | Abattoirs and industries |
| 58. Overalls | 3 x L 2 x L | Poly cotton 200gsm | 2 piece conti suit Button-down front, | Abattoirs and industries |

| | | | | |
|--|---|-------------------------------------|---|--------------------------|
| | Large Medium Small 2 M 2 M 2 M 2 M 2 XXL 2 L 2 L 5 x L 2 x L XLarge Large Medium Small | | multiple pockets, chemical resistant long sleeve long trousers | |
| 59. Reflective jackets | 3 x L 2 x L Large Medium Small 2 M 2 M 2 M 2 M 2 XXL 2 L 2 L 5 x L 2 x L XLarge Large Medium Small | Polyester tricot and mesh 120g/m | EN20471 Mandarin collar, Zip off sleeves, Mesh and tricot fabric combination, epaulettes, ID pocket, vislon zip font, 20mm / 50mm silver reflective tape | Abattoirs and industries |
| 60. Respirators with specialized filters | N/A | Thermo plastic rubber | Deep face mould, pin swivel connector, adjustable and quick release toggle, replaceable filters. | Abattoirs and industries |

VIP PROTECTION UNIT

- 61. Suits: Black, Navy, Charcoal, Dark Brown, Fawn & Grey
- 62. Shirts: White, Light Blue, Pastel, Light Brown
- 63. Shoes: Black, Brown
- 64. Ties should complement the shirt and suit. No cartoon characters & fish nets
- 65. Socks should match the pants
- 66. Blazers: Navy, Black

GENERAL REMARKS

1. WRDM/MHS branding may be considered
2. Sizes will/must be confirmed before any procurement takes place
3. Tabled quantities are for a period of one year. Thereafter, quantities will be procured based on current year items used and or condition of existing PPE.

PREFERENCE POINTS SYSTEM

This tender will be evaluated on an 80/20 Preference Point System (80 points will be allocated for price and 20 for specific goals) in line with the provision of preferential procurement Policy Framework Act, Preferential Procurement Regulations 2022, Supply Chain Management Policy of WRDM and National Treasury Regulations.

EVALUATION CRITERIA: FUNCTIONALITY, PRICE AND SPECIFIC GOALS

Functionality will be out of 100 points. Bidder(s) who obtain **less than 60 points** in the functionality evaluation will be eliminated from further evaluation. The evaluation will be based on the following:

| Criterion | Points |
|--|---------------|
| Experience of the Company Bidder must demonstrate experience in executing projects of this nature. Bidders must have a minimum of 2 years experience. 2 years = 30 points 3 to 4 years = 40 points 5 years and above = 50 points NB: Bidders must provide a company profile with a list of relevant experience of similar work previously done. | 50 |
| References (Track Records) Bidders must have a minimum of 2 contracts in executing projects of a similar nature with Government or Private institutions. 2 reference letters = 30 points 3 to 4 reference letters = 40 points 5 and above reference letter = 50 points NB: Bidders must provide proof of similar work/projects completed in the form of appointment letters, purchase orders with their corresponding reference letters . | 50 |
| | 100 |

CONDITIONS OF CONTRACT

1. The Panel will be used for a period not exceeding three (3) years. Suppliers will be appointed on a basis of quotations received from the Panel and 80/20 Preference Point System (80 points will be allocated for Price and 20 for Specific Goals). Price escalations will be based on the annual CPI.

BILL OF QUANTITIES

| Seq. | Description | Size | Quantity | Price per Item (Incl. VAT) | | | |
|----------------------------|--|---------------|--------------|----------------------------|-------------------|---|--|
| OPERATIONAL UNIFORM | | | | | | | |
| 1 | Operational uniform trousers | Long trousers | | | | | |
| | | Size | Waist | Seat | Inside leg | | |
| | | 28 | 14 | 48.5 | 80 | 1 | |
| | | 30 | 15 | 51 | 80 | 1 | |
| | | 32 | 16 | 53.5 | 81 | 1 | |
| | | 34 | 17 | 56 | 82 | 1 | |
| | | 36 | 18 | 58.5 | 82 | 1 | |
| | | 38 | 19 | 61 | 82 | 1 | |
| | | 40 | 20 | 63.5 | 82 | 1 | |
| | | 42 | 21 | 66 | 83 | 1 | |
| | | 44 | 22 | 68.5 | 83 | 1 | |
| | | 46 | 23 | 71 | 82 | 1 | |
| | | 48 | 24 | 73.5 | 82 | 1 | |
| | | 52 | 26 | 78.5 | 82 | 1 | |
| 2 | Combat/Operational shirt | Short sleeve | | | | | |
| | | Size | Chest | Sleeve | | | |
| | | Small | 57 | 14 | 1 | | |
| | | Medium | 61 | 14 | 1 | | |
| | | Large | 65 | 15 | 1 | | |
| | | X Large | 69 | 15 | 1 | | |
| | | 2 x Large | 73 | 16 | 1 | | |
| | | 3 x Large | 77 | 16 | 1 | | |
| | | 4 x Large | 81 | 17 | 1 | | |
| | | 6 x Large | 89 | 17 | 1 | | |
| | | 7 x Large | 93 | 18 | 1 | | |
| 3 | Black socks | Adult | | | 1 | | |
| | | | | | | | |
| Seq. | Description | Size | Quantity | Price per Item (Incl. VAT) | | | |
| 4 | Operational cap with embroidery | Small | 54-55cm | 1 | | | |
| | | Medium | 56-57cm | 1 | | | |
| | | Large | 58-59cm | 1 | | | |
| | | Extra Large | 60-61cm | 1 | | | |

| | | | | |
|---|--|-------------------|---|--|
| 5 | Officer's cap (An oak leaf must be embroidered in gold on the peak 20mm from the front edge) | N/A | 1 | |
| 6 | Boots with toe and shin protection | N/A | 1 | |
| 7 | Operational golf shirt | Short sleeve | 1 | |
| FIRE FIGHTING PROTECTIVE WEAR | | | | |
| 8 | Structural fire fighting suit | N/A | 1 | |
| 9 | Protective tunic | N/A | 1 | |
| 10 | Protective trousers | N/A | 1 | |
| 11 | Fire fighting helmet | N/A | 1 | |
| 12 | Fire fighting gloves | N/A | 1 | |
| 13 | Fire fighting rubber boots | N/A | 1 | |
| 14 | Fire fighting balaclava | N/A | 1 | |
| 15 | Pro tech fusion fire fighter gloves | N/A | 1 | |
| 16 | Structural rescue gloves | N/A | 1 | |
| 17 | Helmet visor | N/A | 1 | |
| 18 | Rubber name tag | N/A | 1 | |
| 19 | Rubber rank markings | N/A | 1 | |
| ENVIRONMENTAL HEALTH PRACTITIONERS | | | | |
| 20 | Steel toe shoes/boots | N/A | 1 | |
| 21 | MHS branded reflector jackets | N/A | 1 | |
| 22 | White lab coats | N/A | 1 | |
| | | | 1 | |
| 23 | White gumboots | N/A | 1 | |
| 24 | Hard hats | N/A | 1 | |
| 25 | Earplugs and nose plugs | N/A | 1 | |
| 26 | Reflective Bush Hat (High-visibility clothing, two tone reflective polyester jacket with silver taped lime and detachable sleeve) | One size fits all | 1 | |
| 27 | Reflective Metro Jacket with Detachable Sleeves (High-visibility clothing, two tone reflective polyester jacket with silver taped lime and detachable sleeve (branded with | Small | 1 | |

| | | | | |
|--------------------------------------|--|-------------|---|--|
| | WRDM logo) | | | |
| | | Medium | 1 | |
| | | Large | 1 | |
| | | Extra Large | 1 | |
| 28 | Reflective Bunny jackets (High-visibility clothing, Silver taped 2-tone (Orange/Black) reflective polyester jacket (branded with WRDM logo) | Small | 1 | |
| | | Medium | 1 | |
| | | Large | 1 | |
| | | Extra Large | 1 | |
| 29 | Flame Acid Overall jacket (Flame & acid repellent Easy-fitting, long sleeve jacket with centre front zip and elasticated cuffs Single breast pocket with flap and stud closure Slide fastener attached with double needle stitch) | Small | 1 | |
| 30 | Flame Acid Overall Trouser (The Continental Flame Acid Overall Trouser is made of a flame & acid repellent material. Easy-fitting, trousers with two side pockets and hip and rule pocket. Zip fly) | Small | 1 | |
| 31 | Diagnostic Hi – Beige boots | Size 6 | 1 | |
| | | Size 7 | 1 | |
| 32 | Sabi Boots (Safety boots for Men) | Size 6 | 1 | |
| | | Size 7 | 1 | |
| 33 | Leverage Buckle Boots-Walnut | Size 5 | 1 | |
| | | Size 7 | 1 | |
| 34 | Ladies Boot- Nubuck | Size 5 | 1 | |
| | | Size 7 | 1 | |
| PERSONAL PROTECTIVE EQUIPMENT | | | | |
| 35 | Contractors Jackets (Navy) | N/A | 1 | |

| | | | | |
|----|---|-------------------------|---|--|
| 36 | Contractors Trousers (Navy) | N/A | 1 | |
| 37 | Polycotton work Jackets (Charcoal) | N/A | 1 | |
| 38 | Polycotton work Trousers (Charcoal) | N/A | 1 | |
| 39 | Rebel Boot Chukka Black | N/A | 1 | |
| 40 | Gum Boot STC Egoli | N/A | 1 | |
| 41 | Bunny Jackets | N/A | 1 | |
| 42 | Extra strength rain suit (Navy) | N/A | 1 | |
| 43 | Glove maxi flex ultimate | N/A | 1 | |
| 44 | Impact glove size 9 | N/A | 1 | |
| 45 | First aid kit Reg 7 Refill | N/A | 1 | |
| | | | | |
| | | | | |
| 46 | Blue Nitrile gloves | Small (6-7) | 1 | |
| | | Medium (7-8) | 1 | |
| | | Large (8-9) | 1 | |
| 47 | Medical masks (woven fabric, 3 ply protection) | N/A | 1 | |
| 48 | Dust masks (FFP 2- Alluminium nose clip for protection against cutting, sanding, drilling, fillers,rust, concrete, stone and aerosol) | N/A | 1 | |
| 49 | Dust coats (polycotton,200gsm, button down front, multiple pockets, chemical resistant) | Small long sleeve | 1 | |
| | | Medium long sleeve | 1 | |
| | | Large long sleeve | 1 | |
| | | Extra large long sleeve | 1 | |
| 50 | Hats/ Caps (Poly cotton, stitched, sweatband, sweat absorption and sun protection)) | Small | 1 | |
| | | Medium | 1 | |
| | | Large | 1 | |
| | | Extra large | 1 | |
| 51 | Ear/nose plugs (Combination set, SNR and NRR 24, reusable, corded, non-toxic, non-allergic, self-adjusting, | N/A | 1 | |

| | | | | |
|----|--|----------|---|--|
| | foam, triple flanged and washable) | | | |
| 52 | Hard hats (SABS approved 6-point inner headband- SANS 1397) | 50-64 cm | 1 | |
| 53 | Face shields (polycarbonate) twin point mounted cups, hearing protection for extended periods, visor flip up and down, close fitting headband, high noise levels absorption with soft foam cushions) | N/A | 1 | |
| 54 | Safety glasses (polycarbonate, EN166:2002 polycarbonate lens, vinyl temples, shatterproof | N/A | 1 | |
| 55 | Gloves (silicone/polyester type, waterproof high strength safety gloves) | N/A | 1 | |
| 56 | Gumboots (PVC, unisex, general purpose, knee length, hard wearing, good grip and sole support) | Size 3 | 1 | |
| | | Size 4 | 1 | |
| | | Size 5 | 1 | |
| | | Size 6 | 1 | |
| | | Size 7 | 1 | |
| | | Size 8 | 1 | |
| | | Size 9 | 1 | |
| 57 | Steel toe shoes (Leather/polyutherane) | Size 3 | 1 | |
| | | Size 4 | 1 | |
| | | Size 5 | 1 | |
| | | Size 6 | 1 | |
| | | Size 7 | 1 | |
| | | Size 8 | 1 | |
| | | Size 9 | 1 | |
| 58 | Overalls (poly cotton, 200gsm, 2 piece conti suit, button down front, multiple pockets, chemical resistant, long sleeve, long trousers) | Small | 1 | |

| | | | | |
|----------------------------|---|-------------|---|--|
| | | Medium | 1 | |
| | | Large | 1 | |
| | | Extra large | 1 | |
| 59 | Reflective jackets (Polyester tricot and mesh, 120g/m, EN20471, mandarin collar, zip off sleeves, mesh and tricot fabric combination, epaulettes, ID pocket, vislon zip font, 20mm/50mm silver reflective tape) | Small | 1 | |
| | | Medium | 1 | |
| | | Large | 1 | |
| | | Extra Large | 1 | |
| 60 | Respirators with specialized filters (thermos plastic rubber, with deep face mould, pin swivel connector, adjustable and quick release toggle and replaceable filters) | N/A | 1 | |
| VIP PROTECTION UNIT | | | | |
| 61 | Suits (Black, Navy, Charcoal, Dark Brown, Fawn & Grey) | N/A | 1 | |
| 62 | Shirts (White, Light Blue, Pastel, Light Brown) | N/A | 1 | |
| 63 | Shoes (Black, Brown) | N/A | 1 | |
| 64 | Ties (Ties must complement the shirt and suit) No cartoon characters & fish nets | | 1 | |
| 65 | Socks (Must match the pants) | N/A | 1 | |
| 66 | Blazers (Navy, Black) | N/A | 1 | |
| Sub-total | | | | |
| VAT @15% | | | | |
| Total | | | | |

Important:

Price escalation will be based on the annual CPI applicable

Prospective service providers may arrange to inspect the samples of the items required.

For specifications guide, prospective suppliers must refer to the notes under the specification section.

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**
July 2010



**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

NATIONAL TREASURY: Republic of South Africa

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY: Republic of South Africa 3**

General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 4**

- 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 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 labor, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in 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.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL
TREASURY: Republic of South Africa 5**

- 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 nonrefundable 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 as far as may be necessary for purposes of such performance.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 6

- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 7

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...

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 8

- 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:

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 9

- (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 fulfillment of other obligations stipulated in the contract.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 10

- 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 11

- 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 granted 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa

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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 12

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 favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind 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 willful 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT THE NATIONAL TREASURY: Republic of South Africa 14

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 **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

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

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