

AMAJUBA DISTRICT MUNICIPALITY
INVITATION TO BID
BID NO.: T2026/14
SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 3 YEARS

Bids are hereby invited from service providers registered on the Central Supplier Database to submit bids for the supply and delivery of protective clothing for a period of 3 years at Amajuba District Municipality. Bid documents with detailed information are available from the Amajuba DM and E-tenders website.

This bid will be evaluated on price and functionality in terms of 80/20 preference point systems as prescribed in the Preferential Procurement Policy Framework Act and Preferential Procurement Regulations of 2022 where 80/20 points system will be applied wherein 80 points are for price and 20 for specific goals and for this purpose the enclosed forms must be scrutinized, completed and submitted together with your bid. The tender validity period is 90 days.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Verification documents
<u>HDI Points:</u>		
1. Business owned more than 50% by black person.	5	1. CSD Report/ company registration certificate
2. Gender = Female	5	2. ID copies/CSD report
3. Youth		3. ID copies/CSD report
4. Disability	3	4. Medical Certificate
	2	5. Attached municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is not older than 3 months
<u>Specific goals:</u>		
5. Promotion of business located within Amajuba District Municipality	5	

Bidders are required to submit original tax clearance certificate/ Tax Compliance Status Pin or CSD number. Completed bid documents in sealed envelopes endorsed “**Bid no: T2026/14 Supply and delivery of protective clothing for a period of 3 years**” must be deposited in the Municipality’s tender box located in the Reception of the Amajuba District Municipality on or before the closing date, whereby bids will be opened in public. Bid envelopes that are not sealed and numbered will not be considered. Late bids will not be accepted. The Amajuba DM is not obliged to award the lowest or any bid.

All technical enquiries must be directed to Innocent Ramaota/ Vjay Singh and Mzuwandile Xaba on 034 329 7200 or by email innocentr@amajuba.gov.za/ vjays@amajuba.gov.za/ mzuwandilex@amajuba.gov.za and regarding SCM related procedures, kindly contact Sabelo Zulu on 034 329 7200 or by email sabeloz@amajuba.gov.za

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Closing date: Tuesday, 22 September 2026 @12h00 noon

MR CB MKHIZE
MUNICIPAL MANAGER





TERMS OF REFERENCE - SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 3 YEARS

1. BACKGROUND

The Amajuba District Municipality hereby invites prospective suppliers to bid for the supply and delivery of protective clothing to the Municipality.

The Municipality has employees working at different locations and under conditions that require them to be equipped with the necessary safety wear. These safety wear items are regularly issued to them at the beginning of each financial year.

This initiative by the municipality seeks to acquire the protective clothing in a competitive, fair, equitable, cost effective and transparent manner. The contract will be for a three-year period with a successful bidder and will be reviewed on an annual basis.

2. SCOPE OF WORKS

The scope of work involves supplying and delivering of protective clothing/safety wear for the municipal employees over a three-year period.

The items are as per attached pricing schedule.

3. SPECIAL CONDITIONS OF CONTRACT

3.1 Orders for the protective clothing shall be issued as and when required **for a period of thirty-six (36) months.**

3.2 The bidder shall clearly state the name of the manufacture, product specification and associated guarantee of each item.

3.3 All goods offered must comply with applicable South African Bureau Standards (SABS) requirements or Occupational Health & Safety Act (85 of 1993 as amended).

3.4 Quantities of items to be ordered will vary from time to time during the contract period.

3.5 Council reserves the right to exchange sizes of delivered items should the requested size not be suitable for the individual(s) as requested, at no additional cost to Council.

3.6 Council reserves the right to reject a tender should the certificate confirming that the items offered do not comply strictly with Council's specifications or stating any deviations from those specifications.

3.7 Samples of goods

3.7.1 Samples of protective clothing (for each component tendered for) must be forwarded to the office of Amajuba District Municipality for inspection/testing by the appointed services provider before procurement.

Failure to adhere to the above requirements will render your bid non - responsive.

3 BID EVALUATION

Bid will be evaluated according to price and functionality, based on 80/20 preference point system.

Selection criteria for functionality are described in the table below:

4.1 Functionality

The evaluation for functionality shall be carried out as per criteria set in the table below:

Functionality Criteria	Sub- Criteria	Max Points
1) Traceable references	Bidders shall provide verifiable appointment letters OR purchase orders worth at least R100 000 each within the last ten years. A minimum two appointment letters/orders to be attached 3 appointment letters = 15 2 appointment letters = 10 0 to 1 appointment letter = 0	15
2) Financial viability - Bidders Must demonstrate availability of financial resources to successful deliver should they be awarded	Bank Rating from Registered financial institutions must not be older than 12 months. Bank Rating A and B = 20 Bank Rating C = 15 Bank Rating D = 5	20
	TOTAL POINTS	35

NB: A bidder scoring below 25 points on functionality will not be further evaluated

It is bidder's responsibility to ensure that they provide all the supporting required to be considered for this bid.

PART A DETAILED SPECIFICATIONS FOR ENGINEERING (Innocent Ramaota)

1. OVERALLS: TWO PIECES: (PANT & JACKET): NAVY: 100% COTTON

- **SABS STANDARD**
 - ✓ Overalls (two piece) must conform with SANS 434
- **FABRIC COMPOSITION**
 - ✓ 100% cotton
 - ✓ 250gm²-300gm²
- **COLOUR OF OVERALL (TWO PIECE)**
 - ✓ Navy with 50mm silver reflective tape on arms and legs
- **PANTS**
 - ✓ Flat front, reinforce crotch, metal buttons, half elastic back, patched pockets
 - ✓ Triple stitched crouch, inner legs, outer legs and around padding
 - ✓ Two side slant pockets (front) and one back patch pocket
 - ✓ Padding on legs
- **JACKET**
 - ✓ front yoke, concealed front with brass zip, three pockets in front of jacket
 - ✓ front patched pockets – two on either side (belly) and one on top left side
 - ✓ Padding on arms
 - ✓ With a press stud (metal/steel studs)
 - ✓ Embroidery on left chest pocket
 - ✓ Triple stitched around arms, sides and around padding
- **ZIP**
 - ✓ brass/metal zip (YKK or Equivalent)
- **STITCHING**
 - ✓ double stitching

- **LABELLING**
 - ✓ size and manufacturer's name
- **REFLECTIVE TAPE**
 - ✓ on arms and legs of the overall
- **MUNICIPAL EMBLEM (FULL COLOUR)**
 - ✓ on the left side of jacket (top)
 - ✓ at least be 8cm X 9cm
 - ✓ Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white
- **QUALITY OF OVERALL**
 - ✓ As per specification or equivalent

2. WINTER JACKETS

- **SABS STANDARD**
 - ✓ Winter jacket must conform with SANS 434
- **FABRIC COMPOSITION**
 - ✓ Water resistant oxford polyester with polar fleece lining.
 - ✓ Elasticized and double stitching sleeves
 - ✓ 100% nylon water resistant outer
 - ✓ With a detachable hood
 - ✓ Two side pockets on either side of jacket
- **COLOUR OF WINTER JACKET**
 - ✓ Navy with 50mm silver reflective tape on arms and back
- **ZIP**
 - ✓ brass/metal zip (YKK or Equivalent)
- **REFLECTIVE TAPE**
 - ✓ 50mm reflective tapes on arms and back of winter jacket
- **MUNICIPAL EMBLEM (FULL COLOUR)**
 - ✓ on the left side of jacket (top)
 - ✓ at least be 8cm x 9cm
 - ✓ Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white
- **QUALITY OF WINTER JACKET**
 - ✓ Winter jacket must quality conform with SANS 434

3. RAINSUITS (JACKET & PANTS)

- **FABRIC COMPOSITION**
 - ✓ Polyester PVC
 - ✓ 185 gm² OR MORE
- **COLOUR OF RAINSUITS**
 - ✓ Navy
- **MEN RAINSUITS (JACKET AND PANT)**
 - ✓ two piece (jacket and pants), rubberized nylon rain suits with attached hood (drawstrings), two front side pockets on jacket
- **ZIP FOR ALL RAINSUITS / RAINCOATS**
 - ✓ Nylon zip, press stud
- **MUNICIPAL EMBLEM (FULL COLOUR)**
 - ✓ on the left side (top)
 - ✓ at least be 8cm X 9cm
 - ✓ Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
- **REFLECTIVE TAPE**

- ✓ on arms and legs of rain suit

4. GOLF SHIRT

- **FABRIC COMPOSITION**

- ✓ 100% cotton
- ✓ Rib collar and rib cuffs
- ✓ Top stitched on the arm and shoulder seams
- ✓ With side slits
- ✓ 220gm² – 250gm²

- **COLOUR OF GOLF SHIRT**

- ✓ Navy blue

- **MUNICIPAL EMBLEM (FULL COLOUR)**

- ✓ on the left side of golf shirt (top)
- ✓ at least be 8cm x 9cm
- ✓ Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white

5. FLOPPY HATS

- **FABRIC COMPOSITION**

- ✓ equivalent to fisherman's hat (for UV protection) with strings & toggle

- **COLOUR OF FLOPPY HAT**

- ✓ Navy

- **MUNICIPAL EMBLEM (FULL COLOUR)**

- ✓ underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white (front of the hat)

6. SAFETY BOOTS: LEATHER: STEEL CAP (BLACK COLOUR)

- ✓ equivalent to Lemaitre boots
- ✓ Oil and acid resistant
- ✓ slip resistant / Anti-slip stability
- ✓ water repellent
- ✓ Shock absorbent
- ✓ UPPER: Bartan leather
- ✓ LINING: Vamp non-woven/sole material: double density PU
- ✓ SOLE: Direct Injected and Heat resistant
- ✓ CONSTRUCTION: Moulded
- ✓ TONGUE: bellows
- ✓ TOECAP: Steel resistant 200J

7. GUMBOOTS – KNEE LENGTH

- ✓ PVC molded
- ✓ Oil and acid resistant
- ✓ slip resistant
- ✓ water repellent (waterproof)

8. HEAVY DUTY SOCKS

- ✓ suitable for safety boots/shoes/gumboots with cushioned foot
- ✓ prevents odour forming bacteria (Bio guard treated)
- ✓ Half-hone with reinforced heel and toe
- ✓ elastic on top of sock to prevent the socks from
- ✓ Colour: Black / Grey

9. SAFETY GLOVES

SABS STANDARD

- ✓ Safety gloves must comply with SABS Standard

10. SAFETY GLOVES SPECIFICATION

- ✓ PVC wrist length gloves
- ✓ PVC elbow length gloves
- ✓ Chemical Resistant gloves

11. OTHER SAFETY EQUIPMENT

- ✓ SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (CLEAR)
- ✓ SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (TINTED / DARK)
- ✓ DISPOSABLE DUST MASK FFP2
- ✓ KIDNEY BELTS FOR TRUCK/TRACTOR DRIVERS (HEAVY PLANT EQUIPMENT)
- ✓ REFLECTIVE BIBS: JACKET TYPE

SIZES (ENGINEERING)

PART A		SUPPLY AND DELIVER PROTECTIVE CLOTHING			
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3	
1. OVERALLS SIZES					
SIZE 28	1				
SIZE 30	1				
SIZE 32	1				
SIZE 34	1				
SIZE 36	1				
SIZE 38	1				
SIZE 40	1				
SIZE 42	1				
SIZE 44	1				
SIZE 46	1				
SIZE 48	1				
SIZE 50	1				
SIZE 52	1				
SIZE 54	1				
2. WINTER JACKETS					
EXTRA SMALL	1				
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
3. RAINSUITS	2				
PIECE					
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
4. GOLF SHIRT					
EXTRA SMALL	1				
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
5. FLOPPY HAT					
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				

2X LARGE	1			
3X LARGE	1			
4X LARGE	1			

DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
6. SAFETY BOOTS: STEEL CAP				
SIZE 3	1			
SIZE 4	1			
SIZE 5	1			
SIZE 6	1			
SIZE 7	1			
SIZE 8	1			
SIZE 9	1			
SIZE 10	1			
SIZE 11	1			
SIZE 12	1			
SIZE 13	1			
SIZE 14	1			
7. GUM BOOTS				
SIZE 3	1			
SIZE 4	1			
SIZE 5	1			
SIZE 6	1			
SIZE 7	1			
SIZE 8	1			
SIZE 9	1			
SIZE 10	1			
SIZE 11	1			
SIZE 12	1			
SIZE 13	1			
SIZE 14	1			
8. INDUSTRIAL PAIR OF SOCKS				
SIZE 4-7	1			
SIZE 7-11	1			
SIZE 11-14	1			
9. SAFETY GLOVES				
PVC WRIST LENGTH GLOVES	1			
PVC ELBOW LENGTH GLOVES	1			
10. SAFETY GLASSES CLEAR	1			
11. SAFETY GLASSES TINTED	1			
12. DISPOSABLE DUST MASKS	1			
13. KIDNEY BELTS	1			
14. REFLECTIVE BIBS	1			
	SUBTOTAL			
	VAT			
	TOTAL PRICE			
	TOTAL FOR 3 YEARS			

DETAILED SPECIFICATIONS 2025/26 ONWARDS PPE SPEC (Vjay Singh)

PART B

EXPANDED PUBLIC WORKS PROGRAMME (EPWP) NOW YELLOW IN COLOUR

The Expanded Public Works Programme corporate identity/PPE must be applied in conjunction with the Amajuba DM branding logo. When using the horizontal version of the EPWP identity the following scenarios applies.



12. OVERALLS: TWO PIECES: (PANT & JACKET): YELLOW /DARK GREEN: 100% COTTON

- **SABS STANDARD**
 - ✓ Overalls (two piece) must conform with SANS 434
- **FABRIC COMPOSITION**
 - ✓ 80/20 poly cotton
 - ✓ 250gm²-300gm²
- **COLOUR OF OVERALL (TWO PIECE)**
 - ✓ Yellow with no reflective tape on arms and legs-Infrastructure
 - ✓ GREEN with no reflective tape on arms and legs-Environmental
- **PANTS**
 - ✓ Flat front, reinforce crotch, metal buttons, half elastic back, patched pockets
 - ✓ Triple stitched crouch, inner legs, outer legs.
 - ✓ Two side slant pockets (front) and one back patch pocket
- **JACKET**
 - ✓ front yoke, concealed front with brass zip, three pockets in front of jacket
 - ✓ front patched pockets – two on either side (belly) and one on top left side
 - ✓ With a press stud (metal/steel studs)
 - ✓ Embroidery on back left /and right chest pocket.
 - ✓ Triple stitched around arms, sides and around padding
- **ZIP**
 - ✓ metal zip (YKK or Equivalent)
- **STITCHING**
 - ✓ double stitching
- **LABELLING**
 - ✓ size and manufacturer's name
 - ✓ Picture attached
- **REFLECTIVE TAPE**

- ✓ on arms and legs of the overall

- **MUNICIPAL EMBLEM (FULL COLOUR) for both Yellow (infrastructure) and green (Environmental)**
 - ✓ Back: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
 - ✓ at least be 8cm X 9cm
 - ✓ On left: Public works Logo 2.5cm x 8 Cm
 - ✓ On right side: EPWP logo in black 2.5cm x 8 Cm
- **QUALITY OF OVERALL**
 - ✓ As per specification or equivalent to Jonsson and Jonsson

13. WINTER JACKETS

- **SABS STANDARD**
 - ✓ Winter jacket must conform with SANS 434
- **FABRIC COMPOSITION**
 - ✓ Water resistant oxford polyester with polar fleece lining.
 - ✓ Elasticized and double stitching sleeves
 - ✓ 100% nylon water resistant outer
 - ✓ With a detachable hood
 - ✓ Two side pockets on either side of jacket
- **COLOUR OF WINTER JACKET**
 - ✓ Yellow (infrastructure) with no reflective tape on arms and back.
 - ✓ Green (Environmental) with no reflective tape on arms and back.
- **ZIP**
 - ✓ brass/metal zip (YKK or Equivalent)
- **MUNICIPAL EMBLEM (FULL COLOUR) for both Yellow (infrastructure) and Dark green (Environmental)**
 - ✓ Back: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
 - ✓ at least be 8cm X 9cm
 - ✓ On left: Public works Logo 5cm x 8 cm
 - ✓ On right side: EPWP logo in black 5cm x 8 cm
 - ✓ On right side EPWP logo
- **QUALITY OF WINTER JACKET**
 - ✓ As per specification or equivalent to Jonsson and Jonsson

14. RAINSUITS (JACKET & PANTS)

- **FABRIC COMPOSITION**
 - ✓ Polyester PVC
 - ✓ 185 gm² OR MORE
- **COLOUR OF RAINSUITS**
 - ✓ Yellow /Dark Green
- **MEN RAINSUITS (JACKET AND PANT)**
 - ✓ Two pieces (jacket and pants), rubberized nylon rain suits with attached hood (drawstrings), two front side pockets on jacket
- **ZIP FOR ALL RAINSUITS / RAINCOATS**
 - ✓ Nylon zip, press stud
- **MUNICIPAL EMBLEM (FULL COLOUR) for both Yellow (infrastructure) and Dark green (Environmental)**
 - ✓ Back: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
 - ✓ at least be 8cm X 9cm
 - ✓ On left: Public works Logo 2.5cm x 8 Cm

- ✓ On right side: EPWP logo in black 2.5cm x 8 Cm
- ✓ On right side EPWP logo

- **REFLECTIVE TAPE**

- ✓ on arms and legs of rain suit

15. T SHIRT

- **FABRIC COMPOSITION**

- ✓ 80/20 poly cotton
- ✓ Top stitched on the arm and shoulder seams.
- ✓ 220gm² – 250gm²

- **COLOUR OF GOLF SHIRT**

- ✓ Yellow /Dark Green

- **MUNICIPAL EMBLEM (FULL COLOUR) for both on Yellow (infrastructure) and green (Environmental) T Shirts**

- ✓ Back: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
- ✓ at least be 8cm X 9cm
- ✓ On left: Public works Logo 2.5cm x 8 Cm
- ✓ On right side: EPWP logo in black 2.5cm x 8 Cm

16. Safety Hard hats /FLOPPY HATS

Safety hard Hats

- equivalent to fisherman's hat (for UV protection) with strings & toggle
- SABS approved.
- Adjustable ratchet headband.
- Foam cushion front sweatband for added comfort.
- Chin strap anchor.
- 6-point inner
- Yellow

MUNICIPAL EMBLEM (FULL COLOUR) for both Yellow (infrastructure) and green (Environmental)

- Front: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
- at least be 3cm x 3cm
- On left: Public works Logo 2 cm x 8 cm
- On right side: EPWP logo in black 2cm x 8 cm

- **FABRIC COMPOSITION/Floppy Hats /Sun hats**

- ✓ equivalent to fisherman's hat (for UV protection) with strings & toggle.

- **COLOUR OF FLOPPY HAT**

- ✓ Yellow
- ✓ Green

MUNICIPAL EMBLEM (FULL COLOUR) for both Yellow (infrastructure) and green (Environmental)

- ✓ Front: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
- ✓ at least be 3cm X 3cm
- ✓ On left: Public works Logo 2cm x 5 cm
- ✓ On right side: EPWP logo in black 2cm x 5 cm

17. SAFETY BOOTS: LEATHER: STEEL CAP

- **COLOUR: BLACK**

- ✓ equivalent to Lemaitre boots
- ✓ Oil and acid resistant
- ✓ slip resistant / Anti-slip stability

- ✓ water repellent
- ✓ Shock absorbent
- ✓ UPPER: Baritan leather
- ✓ LINING: Vamp non-woven/sole material: double density PU
- ✓ SOLE: Direct Injected and Heat resistant
- ✓ CONSTRUCTION: Moulded
- ✓ TONGUE: bellows
- ✓ TOECAP: Steel resistant 200J

18. GUMBOOTS – KNEE LENGTH/

- ✓ PVC molded
- ✓ Oil and acid resistant
- ✓ slip resistant
- ✓ water repellent (waterproof)
- ✓ Black

19. HEAVY DUTY SOCKS

- ✓ suitable for safety boots/shoes/gumboots with cushioned foot
- ✓ prevents odour forming bacteria (Bio guard treated)
- ✓ Half-hone with reinforced heel and toe
- ✓ elastic on top of sock to prevent the socks from
- ✓ Colour: Black / Grey

20. SAFETY GLOVES

SABS STANDARD

- ✓ Safety gloves must comply with SABS Standard

SAFETY GLOVES SPECIFICATION

- 9.1. PVC wrist length gloves
- 9.2. PVC elbow length gloves
- 9.3. Chemical Resistant gloves

10. OTHER SAFETY EQUIPMENT

21. SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (CLEAR)

22. SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (TINTED / DARK)

23. DISPOSABLE DUST MASK FFP2

24. Dust coats

- 13.1. 300gsm 100% Cotton Dustcoat Domed
- 13.2. Manufactured from heavier superior shrink-proofed dye fast fabric to withstand the severe tests of industrial use and harsh commercial laundering.
- 13.3. Open plans pocket & separate pen pocket.
- 13.4. Domed front closure

13.5. MUNICIPAL EMBLEM (FULL COLOUR) for both on Yellow (infrastructure) and green (Environmental) T Shirts

- Back: Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
- at least be 8cm x 9cm
- On left: Public works Logo 2.5cm x 8 cm
- On right side: EPWP logo in black 2.5cm x 8 cm

SIZES (EPWP)

PART B SUPPLY AND DELIVER PROTECTIVE CLOTHING					
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3	
1. OVERALLS SIZES					
SIZE 28	1				
SIZE 30	1				
SIZE 32	1				
SIZE 34	1				
SIZE 36	1				
SIZE 38	1				
SIZE 40	1				
SIZE 42	1				
SIZE 44	1				
SIZE 46	1				
SIZE 48	1				
SIZE 50	1				
SIZE 52	1				
SIZE 54	1				
2. WINTER JACKETS					
EXTRA SMALL	1				
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
3. RAINSUITS PIECE	2				
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
4. GOLF SHIRT					
EXTRA SMALL	1				
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				
5. FLOPPY HAT					
SMALL	1				
MEDIUM	1				
LARGE	1				
EXTRA LARGE	1				
2X LARGE	1				
3X LARGE	1				
4X LARGE	1				

DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
6. SAFETY BOOTS: STEEL CAP				
SIZE 3	1			
SIZE 4	1			
SIZE 5	1			
SIZE 6	1			
SIZE 7	1			
SIZE 8	1			
SIZE 9	1			
SIZE 10	1			
SIZE 11	1			
SIZE 12	1			
SIZE 13	1			
SIZE 14	1			
7. GUM BOOTS				
SIZE 3	1			
SIZE 4	1			
SIZE 5	1			
SIZE 6	1			
SIZE 7	1			
SIZE 8	1			
SIZE 9	1			
SIZE 10	1			
SIZE 11	1			
SIZE 12	1			
SIZE 13	1			
SIZE 14	1			
8. INDUSTRIAL PAIR OF SOCKS				
SIZE 4-7	1			
SIZE 7-11	1			
SIZE 11-14	1			
9. SAFETY GLOVES				
PVC WRIST LENGTH GLOVES	1			
PVC ELBOW LENGTH GLOVES	1			
10. SAFETY GLASSES CLEAR	1			
11. SAFETY GLASSES TINTED	1			
12. DISPOSABLE DUST MASKS	1			
13. KIDNEY BELTS	1			
14. REFLECTIVE BIBS	1			
	SUBTOTAL			
	VAT			
	TOTAL PRICE			
	TOTAL FOR 3 YEARS			

PART C DETAILED SPECIFICATIONS FOR DISASTER MANAGEMENT UNIT (Mzuwandile Xaba)

1. OVERALLS: ZIPPER NAVY: 100% COTTON

- **SABS STANDARD**
 - Overalls (Zipper) must conform with SANS 434
- **FABRIC COMPOSITION**
 - 100% cotton
 - 250gm²-300gm²
- **COLOUR OF OVERALL (zipper)**
 - Navy with 50mm silver reflective tape on arms and legs
- **STITCHING**
 - double stitching
- **LABELLING**
 - size and manufacturer's name
- **REFLECTIVE TAPE**
 - on arms and legs of the overall
- **MUNICIPAL EMBLEM (FULL COLOUR)**
 - on the left side of jacket (top)
 - at least be 8cm X 9cm
 - Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white
- **QUALITY OF OVERALL**
 - As per specification or equivalent

2. WINTER JACKETS

- **SABS STANDARD**
 - Winter jacket must conform with SANS 434
- **FABRIC COMPOSITION**
 - Water resistant oxford polyester with polar fleece lining.
 - Elasticized and double stitching sleeves
 - 100% nylon water resistant outer
 - With a detachable hood
 - Two side pockets on either side of jacket
- **COLOUR OF WINTER JACKET**
 - Navy with 50mm silver reflective tape on arms and back
- **ZIP**
 - brass/metal zip (YKK or Equivalent)
- **REFLECTIVE TAPE**
 - 50mm reflective tapes on arms and back of winter jacket
- **MUNICIPAL EMBLEM (FULL COLOUR)**
 - on the left side of jacket (top)
 - at least be 8cm x 9cm
 - Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white
- **QUALITY OF WINTER JACKET**
 - Winter jacket must quality conform with SANS 434

3. RAINSUITS (JACKET & PANTS)

- **FABRIC COMPOSITION**
 - Polyester PVC

- 185 gm² OR MORE
 - **COLOUR OF RAINSUIT**
 - Navy
 - **MEN RAINSUIT (JACKET AND PANT)**
 - two piece (jacket and pants), rubberized nylon rain suits with attached hood (drawstrings), two front side pockets on jacket
 - **ZIP FOR ALL RAINSUIT / RAINCOATS**
 - Nylon zip, press stud
 - **MUNICIPAL EMBLEM (FULL COLOUR)**
 - on the left side (top)
 - at least be 8cm X 9cm
 - Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be printed in white
 - **REFLECTIVE TAPE**
 - on arms and legs of rain suit
4. **GOLF SHIRT**
- **FABRIC COMPOSITION**
 - 100% cotton
 - Rib collar and rib cuffs
 - Top stitched on the arm and shoulder seams
 - With side slits
 - 220gm² – 250gm²
 - **COLOUR OF GOLF SHIRT**
 - Navy blue
 - **MUNICIPAL EMBLEM (FULL COLOUR)**
 - on the left side of golf shirt (top)
 - at least be 8cm x 9cm
 - Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white
5. **FLOPPY HATS**
- **FABRIC COMPOSITION**
 - equivalent to fisherman's hat (for UV protection) with strings & toggle
 - **COLOUR OF FLOPPY HAT**
 - Navy
 - **MUNICIPAL EMBLEM (FULL COLOUR)**
 - underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in white (front of the hat)
6. **SAFETY BOOTS: LEATHER: STEEL CAP (BLACK COLOUR)**
- equivalent to Lemaitre boots
 - Oil and acid resistant
 - slip resistant / Anti-slip stability
 - water repellent
 - Shock absorbent
 - UPPER: Bartan leather
 - LINING: Vamp non-woven/sole material: double density PU
 - SOLE: Direct Injected and Heat resistant
 - CONSTRUCTION: Moulded
 - TONGUE: bellows
 - TOECAP: Steel resistant 200J

7. **WATER BOOTS – KNEE LENGTH**

- PVC molded
- Oil and acid resistant
- slip resistant
- water repellent (waterproof)

8. **SAFETY GLOVES**

SABS STANDARD

- Safety gloves must comply with SABS Standard

9. **SAFETY GLOVES SPECIFICATION**

- PVC wrist length gloves
- PVC elbow length gloves
- Chemical Resistant gloves

10. **OTHER SAFETY EQUIPMENT**

- SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (CLEAR)
- SAFETY GLASSES WITH SIDE SHIELD AND ADJUSTABLE ARMS (TINTED / DARK)
- DISPOSABLE DUST MASK FFP2
- KIDNEY BELTS FOR TRUCK/TRACTOR DRIVERS (HEAVY PLANT EQUIPMENT)
- REFLECTIVE BIBS: JACKET TYPE

11. **Bunker Jackets & Trouser**

FIRE-SAFE® AIR-LITE Fire-fighting Bunker Jacket and Trousers with 50mm Lime and Silver segmented reflective tape, with zip front and Velcro® front closure. Sizes: S – 5XL

Standards: Outer shell: SANS 50469 (EN 469) Moisture barrier: DIN EN 20811, EN 31092, EN ISO 17493, ASTM F1671 SOP 12 – 013 Thermal Liner: EN ISO 14116 Anti-wicking barrier: EN ISO 15025, EN ISO 17493, DIN EN ISO 6330, EN 530, DIN EN ISO 3175 Garment: SANS 50469 (EN 469) & CE Certified

12. **Fire Fighting Balaclava**

FIRE-SAFE® Fire-fighting Balaclava, CHARNAUD® FIRE-SAFE® Structural Fire-fighting Gloves. Sizes: S - 2XL EN 659:2003+A1:2008; EN 388: 2016. FIRE-SAFE® all EN 531:1995 A, B2, C1 and E

13. **Gloves**

FIRE-SAFE® Structural Fire-fighting Gloves. Sizes: S - 2XL EN 659:2003+A1:2008; EN 388: 2016.

14. **FIRE-SAFE®Structural Firefighting**

Boots.

Sizes: UK 5 - 12

EN 15090: 2012

& CE certified



**DISASTER MANAGEMENT BILL OF QUANTITIES
SIZES**

PART C		SUPPLY AND DELIVER PROTECTIVE CLOTHING		
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
1. OVERALLS SIZES				
SIZE 28	1			
SIZE 30	1			
SIZE 32	1			
SIZE 34	1			
SIZE 36	1			
SIZE 38	1			
SIZE 40	1			
SIZE 42	1			
SIZE 44	1			
SIZE 46	1			
SIZE 48	1			
SIZE 50	1			
SIZE 52	1			
SIZE 54	1			
2. WINTER JACKETS				
EXTRA SMALL	1			
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
3X LARGE	1			
4X LARGE	1			
3. RAINSUITS 2 PIECE				
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
3X LARGE	1			
4X LARGE	1			

4. GOLF SHIRT				
EXTRA SMALL	1			
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
3X LARGE	1			
4X LARGE	1			
5. FLOPPY HAT				
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
3X LARGE	1			
4X LARGE	1			

SIZES

PART C SUPPLY AND DELIVER PROTECTIVE CLOTHING				
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
6. BUNKERS JACKET & TROUSER				
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
3X LARGE	1			
4X LARGE	1			
7. SAFETY BOOTS: LEATHER:				
S 5	1			
S 6	1			
S 7	1			
S 8	1			
S 9	1			
S10	1			
S 11	1			
S 12	1			
8 WATER BOOTS – KNEE LENGTH				
	1			
S 5	1			
S 6	1			

S 7	1			
S 8	1			
S 9	1			
S10	1			
S 11	1			
S 12	1			
EXTRA SMALL	1			
9. Firefighting Boots.				
S 5	1			
S 6	1			
S 7	1			
S 8	1			
S 9	1			
S10	1			
S 11	1			
S 12	1			
10 Fire Fighting Balaclava				
SMALL	1			
MEDIUM	1			
LARGE	1			
EXTRA LARGE	1			
2X LARGE	1			
	SUBTOTAL			
	VAT			
	TOTAL PRICE			
	TOTAL FOR 3 YEARS			

PART D DETAILED SPECIFICATIONS MEN FOR CORPORATE SERVICES MAINTENANCE UNIT

1. WORKSUIT : ZIPPER NAVY: 100% COTTON

WORKSUIT: TWO PIECES: (PANTS & JACKET): NAVY 100% COTTON

SABS STANDARD

- Overalls (two piece) must conform with SANS 434

PANTS

- 50mm silver reflective tape for increased visibility
- Constructed with robust open-end denim
- Metal shank button closure
- Concealed YKK zip
- Half-elasticated waistband for ease of movement and improved comfort
- Longer length front rise for more room to move
- Two deep front pockets
- Two large back pockets
- Concealed inner pocket
- Triple-needle lapped seams on inleg and back rise for reinforced strength and comfort
- Reinforced bar tacks on stress points

JACKET

- 50mm silver reflective tape for increased visibility
- Two-tone design, available in multiple combinations(Navy and Grey)
- Concealed inner chest pocket
- Chest pocket with hook-and-loop closure
- Chest pocket with pen division
- Large front pockets for convenient storage
- Concealed YKK zip
- Double stitching
- Side slits for ease of movement
- Reinforced bar tacks on stress points
- MUNICIPAL EMBLEM (FULL COLOUR) on the left side chest pocket top, at least be 8cm x 9cm

LABELLING

- size and manufacturer's name

FABRIC COMPOSITION

- 80/20 poly cotton
- 250gsm²-300gsm²

2. SAFETY BOOTS: LEATHER: STEEL CAP

- equivalent to Lemaitre boots
- Oil and acid resistant
- slip resistant / Anti-slip stability
- water repellent
- Shock absorbent
- UPPER: Bartan leather
- LINING: Vamp non-woven/sole material: double density PU
- SOLE: Direct Injected and Heat resistant

CONSTRUCTION: Moulded

TONGUE: bellows

TOECAP: Steel resistant 200J

COLOUR: Black

3. HEAVY DUTY SOCKS

- Suitable for safety boots/shoes/gumboots with cushioned foot
- Prevents odour forming bacteria (Bio guard treated)
- Half-hone with reinforced heel and toe
- Elastic on top of sock to prevent the socks from

- Colour: Black / Grey

4. **DENIM SUN HATS**

- Wide-brimmed denim hat
- Brass eyelets for airflow
- Protecting head, eyes and neck from the sun.

COLOUR

Indigo Denim

FABRIC

- Denim

MUNICIPAL EMBLEM (FULL COLOUR AT THE CENTRE)

5. **BEANE HATS**

- 50/50 wool/acrylic blend yarn for comfort and durability
- Contrasting rim detail
- Chunky 5-gauge knit
- Fold over brim

COLOUR

- Navy

FABRIC

- 50/50 Wool/Acrylic Blend

MUNICIPAL EMBLEM (FULL COLOUR AT THE CENTRE)

6. **GOLF SHIRT**

FABRIC

- 100% cotton
- Rib collar and rib cuffs
- Top stitched on the arm and shoulder seams
- With side slits
- 220gm² – 250gm²

COLOUR

- Navy blue

MUNICIPAL EMBLEM (FULL COLOUR)

- on the left side of golf shirt (top)
- at least be 8cm x 9cm
- Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in blue

7. **FABRIC JACKETS**

FEATURES

- Outer shell with bonded fleece inner
- Zip guard protects your chin from the top of the zip, Side pockets with zip closure
- Zip-up chest pocket
- two large inner pockets
- Adjustable cuffs
- Drawcord hem with

COLOUR

- Navy

MUNICIPAL EMBLEM (FULL COLOUR)

- on the left side (top)
- at least be 8cm x 9cm
- Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in blue

QUALITY OF WINTER JACKET

- As per specification or equivalent to Jonsson and Jonsson

8. **T-SHIRT**

FABRIC COMPOSITION

- 80/20 poly cotton
- Top stitched on the arm and shoulder seams.
- 220gm² – 250gm²

COLOUR

- Navy

MUNICIPAL EMBLEM (FULL COLOUR)

- on the left side of t-shirt (top)
- at least be 8cm x 9cm
- Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in blue

9. SAFETY GLOVES

SABS STANDARD

- Safety gloves must comply with SABS Standard
- PVC wrist length gloves
- PVC elbow length gloves
- Chemical Resistant gloves

PART D MALES		MAINTENANCE UNIT		
SIZES AND QUANTITIES				
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
1. WORKSUITS				
TOP				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
TROUSER				
SIZE 30	10			
SIZE 32	10			
SIZE 34	10			
SIZE 36	6			
SIZE 38	6			
SIZE 40	6			
2. BOOTS				
SIZE 5	3			
SIZE 6	5			
SIZE 7	5			
SIZE 8	3			
SIZE 9	3			
SIZE 10	3			
3. HEAVY DUTY SOCKS				
SMALL	10			
MEDIUM	20			
LARGE	10			
4. DENIM SUN HATS				
MEDIUM	10			
LARGE	5			
5. BEANE HATS				
ONE SIZE	20			

DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
6. GOLF SHIRTS				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
7. FABRIC JACKETS				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
8. T-SHIRTS				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
SMALL	10			
9. SAFETY GLOVES	20			
10. SAFETY GLASSES TINTED 1	5			
	SUBTOTAL			
	VAT			
	TOTAL PRICE			
	TOTAL FOR 3 YEARS			

PART E DETAILED SPECIFICATIONS FOR WOMEN CORPORATE SERVICES MAINTENANCE UNIT

1. SCRUB SET

FEATURES

- Multiple pockets
- High quality KOOLTRON polycotton.
- Comfortable V-neck design.

FABRIC

- High quality KOOLTRON polycotton (65% polyester, 35% Cotton)

COLOUR

- Grey

MUNICIPAL EMBLEM (FULL COLOUR)

- on the left side of scrub (top)
- at least be 8cm x 9cm
- Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in blue

2. SCRUB PANTS

FEATURES

- Unisex relaxed fit
- Re-inforced stitching on all pockets
- Pants with 2 side swing pockets
- Drawstring pants with elasticated waist

FABRIC

- 80/20 +/- 200g Polycotton Twill Fabric

COLOUR

- Grey

3. SKIRT

FEATURES

- Front darts
- Semi-elasticated waist
- Fully lined and a concealed back zip
- Back vent pleat for ease of movement

FABRIC

- Mini matt – 100% polyester

COLOUR

- Grey

4. SOCKS

- Low Cut Socks
- High cotton content socks with antibacterial treatment to prevent odour.
- Extra fine toe seam for added comfort and a reinforced heel and toe for durability.

COLOUR

- Black / Grey

5. BLACK SHOES

- Black shoes Energy Shoes
- Waterproof
- Flexible & lightweight
- Anti-fatigue and foot ache prevention

COLOUR

- Black

6. BEANE HATS

- 50/50 wool/acrylic blend yarn for comfort and durability
- Contrasting rim detail
- Chunky 5-gauge knit
- Fold over brim

COLOUR

- Navy

FABRIC

- 50/50 Wool/Acrylic Blend

MUNICIPAL EMBLEM (FULL COLOUR AT THE CENTRE)**7. WOMEN FABRIC JACKETS****FEATURES**

- Outer shell with bonded fleece inner
- Zip guard protects your chin from the top of the zip, Side pockets with zip closure
- Zip-up chest pocket
- two large inner pockets
- Adjustable cuffs
- Drawcord hem with

COLOUR

- Navy

MUNICIPAL EMBLEM (FULL COLOUR)

- on the left side of jacket (top)
- at least be 8cm x 9cm
- Underneath the emblem – **AMAJUBA DISTRICT MUNICIPALITY** be embroidered in blue

QUALITY OF WINTER JACKET

- As per specification or equivalent to Jonsson and Jonsson

PART E FEMALES		MAINTENANCE UNIT SIZES AND QUANTITIES		
DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
1. SCRUB SETS				
SMALL	20			
MEDIUM	30			
LARGE	30			
EXTRA LARGE	30			
2X LARGE	30			
3X LARGE	20			
2. SCRUB PANTS				
EXTRA SMALL	20			
SMALL	30			
MEDIUM	30			
LARGE	30			
EXTRA LARGE	30			
2X LARGE	20			
3. SKIRTS				
EXTRA SMALL	20			
SMALL	30			
MEDIUM	30			
LARGE	30			
EXTRA LARGE	30			
2X LARGE	20			
4. SOCKS				
SMALL	30			
MEDIUM	30			
LARGE	30			
5. BLACK SHOES				
SIZE 4	3			
SIZE 5	3			
SIZE 6	8			
SIZE 7	5			
SIZE 8	3			
SIZE 9	3			
SIZE 10	3			

DESCRIPTION	QUANTITY	UNIT PRICE Y1	UNIT PRICE Y2	UNIT PRICE Y3
6. BEANE HATS				
One size	20			
7. WOMEN FABRIC JACKETS				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
SMALL	10			
8. GOLF SHIRTS				
SMALL	10			
MEDIUM	10			
LAGRE	10			
XTRA LARGE	6			
XTRA XTRA LARGE	6			
	SUBTOTAL			
	VAT			
	TOTAL PRICE			
	TOTAL FOR 3 YEARS			

5. RETURNABLE DOCUMENTS

Service providers are required to submit the following:

- Certified ID copies of all members/directors of company or sole proprietor
 - Bank details (together with an original cancelled cheque/ bank stamp or original letter from financial institution)
 - All Municipal Bid Documents (MBD) must be completed and returned. Failure to fully complete and/or provision of incorrect information in the declaration will be regarded as a non-responsive tender.
 - Copy of CSD (Central Supplier Database).
 - Copy of company registration documents.
 - For Joint Venture Agreements, attach the CK's of each of the joint venture members (if applicable)
 - ID(s) copies of company director(s).
 - Copy of current municipal account for all Director/s and Company, not owing more than 90 days or copy of lease agreement from the relevant leasing authority. If the business is operated from the residence of one of the Director/s, an original affidavit, certified, must be submitted stating the address of the premises from your local SAPS office. In a case where the directors are not liable for the payment of rates/taxes, an affidavit commissioned by SAPS stating that the director is not liable for the payment of rates must be submitted. In case the director does not own property/is a tenant, leasing agreement should be submitted to confirm the place of residence. Tenders who are not registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address, accompanied by an affidavit commissioned by SAPS.
 - If the bidder's place of work or the address is located in rural settlement under traditional council, the bidder must submit the proof of resident certified by the traditional council leader and proof of resident certified by ward councillor.
 - Printed copy of SARS Tax Pin for further verification.
- Completed and signed Municipal Bidding Document attached to the tender document.
Bids will be adjudicated in terms of the Council Supply Chain Management Policy on the 80/20 Preferential Point System. It is therefore compulsory that the municipal tender document be used. Amajuba District Municipality is not bound to accept the lowest or any quote.

TERMS OF REFERENCE APPROVED BY

MRS. C.B. MKHIZE
MUNICIPAL MANAGER

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AMAJUBA DISTRICT MUNICIPALITY					
BID NUMBER:	T2026/14	CLOSING DATE:	22 SEPTEMBER	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 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					
RECEPTION AREA AT B9356, AMAJUBA ROAD, SECTION 1 MADADENI					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			(totals of Part A,B,C, D and E) 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	BTO		CONTACT PERSON	Innocent Ramaota	
CONTACT PERSON	Sabelo Zulu		TELEPHONE NUMBER	034 329 7200	
TELEPHONE NUMBER	034 329 7200		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	innocentr@amajuba.gov.za	
E-MAIL ADDRESS	sabeloz@amajuba.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

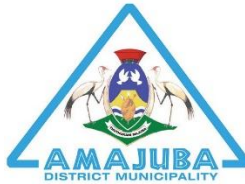
1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



MBD 4 DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):

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.

¹MSCM Regulations: "in the service of the state" means to be –
(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

- (c) an official of any municipality or municipal entity;
 - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 - (e) a member of the accounting authority of any national or provincial public entity; or
 - (f) an employee of Parliament or a provincial legislature.
- Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or
stakeholders

YES/NO

in service of the state?

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees,
managers, principle shareholders, or stakeholders of
this company have any interest in any other related
companies or

YES / NO

business whether or not they are bidding for this contract.

3.14.1 If yes, furnish particulars:

.....
.....

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 6.1

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);

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

1.2 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.

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

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

1.4 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.

1.5 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. FORMULA FOR PROCUREMENT OF SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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.

- 4.2. 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:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. Business owned more than 50% by black person.	5	
2. Gender = Female	5	
3. Youth	3	
4. Disability	2	
Specific goals:		
4. Promotion of business located within Amajuba District Municipality	5	
TOTAL POINTS CLAIMED	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:	
	
	



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	<i>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</i> <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes ☐	No ☐

4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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 (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**T2026/14; SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 3
YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

AMAJUBA 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

THE NATIONAL TREASURY Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

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

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

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

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

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

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

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

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

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

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

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

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, security 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 in SCC.

8. Inspections,

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

analyses 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies

which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

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

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

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

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

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

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

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the 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 in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (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 in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

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

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

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

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

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion

extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

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

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or antiand countervailing dumping or countervailing duties are imposed, or the amount of a duties and rights provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or

for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or

where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure 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 26.1 The purchaser may at any time terminate the contract by giving written for insolvency 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 27.1 If any dispute or difference of any kind whatsoever arises between the Disputes purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute

or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in liability 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

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

(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.

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

34 Prohibition of Restrictive practices

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

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a

purchaser's country.

decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

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

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

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Signature Date:

.....
Position :

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Name of Bidder: