



TENDER DOCUMENT

TENDER NO: SBM 24/18/19 YEAR: 2019

DESCRIPTION

**SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING AND RESCUE
OPERATIONS PROTECTIVE CLOTHING FOR THE PERIOD 01 MARCH
2019 TO 29 FEBRUARY 2020**

- ITEM 1: STRUCTURAL FIREFIGHTING BUNKER SUIT - JACKET AND TROUSER
- ITEM 2: STRUCTURAL FIREFIGHTING BOOT
- ITEM 3: STRUCTURAL FIREFIGHTING GLOVE
- ITEM 4: STRUCTURAL FIREFIGHTING HOOD
- ITEM 5: STRUCTURAL FIREFIGHTING HELMET
- ITEM 6: STRUCTURAL FIREFIGHTING COVERALL
- ITEM 7: WILD FIRE FIGHTING GOGGLES

CLOSING DATE: 07 DECEMBER 2018

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
VREDENBURG
7380



A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT (*STREET ADDRESS*)

Finance Department
Municipal Managers office
17 Main Street
VREDENBURG

NB: TENDERS must be properly received and deposited in the above mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

Initial_____

INFORMATION OF TENDERER (IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS)	
NAME OF TENDERER (THE COMPANY)
STREET ADDRESS
POSTAL ADDRESS + POST CODE
TEL NO
E - MAIL
CSD DATABASE REG NO	MAAA.....

COMPULSORY COMPLIANCE REQUIREMENTS REGARDING THE TENDER DOCUMENT

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, If documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing, signatures and water mark is unclear and/or copied will render the tender non responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>bounded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non responsive. <u>Do not</u> staple the pages together.	
All Annexures with compulsory attachments must be bounded to the back of the document. Failure to submit the complete tender document, Supporting documents and specifications will render the tender non-responsive.	
No alterations of the document will be accepted. Any alterations will disqualify the tender	
Attach all supporting documentation after each applicable page of the annexures	
<u>BIND THE DOCUMENTS FROM TOP TO BOTTOM AS FOLLOWS:</u>	
1. TENDER DOCUMENT (Printed Double sided)	
2. Compulsory annexures after the provided pages	

Initial _____

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed. Copied or re typed documents will render the tender non responsive.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Abri Adonis

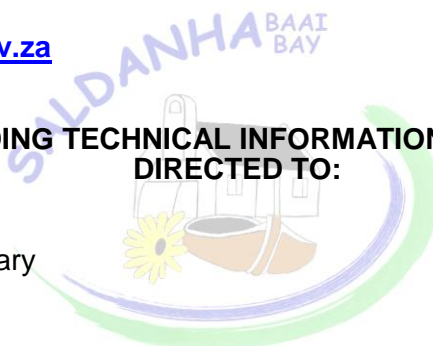
Tel: 022 701 6922

E-mail: abri.adonis@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Basil January

Tel: 022 701 6807



Initial _____

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms
- Certified copy of bidders municipal account
- Registration with professional body (If applicable)
- Samples Provided
- All relevant sections complete and signed and all pages of tender document initialed by authorized signatory
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanhabay Municipality on behalf of the organization
- Valid BBBEE Certificate. (Original or certified copy)
- Proof of Local Manufacture
- Tax compliant status on Central Supplier Database



DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

Initial _____

INDEX

SECTION 1		PAGE
1.1	ADVERTISMENT	6
1.2	TENDER CONDITIONS AND INFORMATION	7
1.3	GENERAL CONDITIONS OF CONTRACT	12
SECTION 2		
2.1	MBD1: INVITATION TO BID	24
2.2	MBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS	26
SECTION 3		
3.1	MBD4: DECLARATION OF INTEREST	27
3.2	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	30
3.3	MBD 6.2: DECLARATION OF LOCAL PRODUCTION AND CONTENT.	37
3.4	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	38
3.5	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	40
3.6	CENTRAL SUPPLIER DATABASE	44
3.7	ANNEXURE C: LOCAL CONTENT DECLARATION	Download from SBM website
SECTION 4		
4.1	SPECIAL CONDITIONS OF CONTRACT	45
4.2	GENERAL SPECIFICATIONS	46
4.3	DETAILED SPECIFICATION COMPLIANCY STATEMENT	50
4.4	PRICING SCHEDULE	69
4.5	PRICE ADJUSTMENTS	70
4.6	OMMISSIONS, ALTERATIONS AND ADDITIONS	71
4.7	SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT	72
4.8	SUPPORTING DOCUMENTATION FROM TENDERER	73
4.9	MBD 7.1: CONTRACT FORMS	74
	COMPULSORY ATTACHMENTS	77

**SECTION 1.1
ADVERTISEMENT**

**MUNISIPALITEIT SALDANHABAAI
TENDER SBM 24/18/19**

**VOORSIENING EN LEWERING VAN NUWE
STRUKTURELE BRANDBESTRYDING EN
REDDINGS DIENSTE BESKERMDE KLERE VIR DIE
TYDPERK 01 MAART 2019 TOT 29 FEBRUARIE
2020**

Tenderdokumente is beskikbaar vir aflaai op die eTender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr Christo De Bruyn, Hoofstraat 15, Bullersentrum, Vredenburg vanaf **Maandag 12 November 2018**.

Indien tenders afgehaal word, moet 'n nie-terugbetaalbare tenderdeposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. Bewys van betaling of n bank-gewaarborgde tjek moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mnr B January by epos: basil.january@sbm.gov.za

Tenders moet in die tenderbus by die Departement Finansies, Bullersentrum, Hoofstraat 15, Vredenburg ingedien word voor **12:00** op **07 Desember 2018** en moet in 'n toegeplakte koevert wees waarop daar aan die buitekant duidelik gemerk is **Tender SBM 24/18/19 Voorsiening en lewering van nuwe strukturele brandbestryding en reddings dienste beskermde kleres vir die tydperk 01 Maart 2019 tot 29 Februarie 2020**.

Na sluitingsuur sal die tenders in die Raadsaal, Munisipale Kantore, Vredenburg oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die **80/20** voorkeur puntstelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr R32 van 20 Januarie 2017 (BBBEE) sal in die beoordeling van hierdie tender gebruik word.

'n Geldige Inkomstebelasting Uitklaringstifikaat soos uitgereik deur die Suid Afrikaanse Inkomstediens, moet met die tenderdokument ingehandig, en die tenderaar moet voldoen aan die belastingvoorwaardes op die sentrale verskaffers databasis (CSD).

Mnr G Louw
WAARNEMENDE MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

**SALDANHA BAY MUNICIPALITY
TENDER SBM 24/18/19**

**SUPPLY AND DELIVERY OF STRUCTURAL FIRE
FIGHTING AND RESCUE OPERATIONS
PROTECTIVE CLOTHING FOR THE PERIOD 01
MARCH 2019 TO 29 FEBRUARY 2020**

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected from Mr Christo De Bruyn, 15 Main Road, Buller Centre, Vredenburg from **Monday 12 November 2018**.

If tenders are collected, a non-refundable tender deposit of R 172.50 is payable to Saldanha Bay Municipality. Proof of deposit or bank guaranteed cheque is required for collection of tender documents.

Enquiries can be directed to Mr B January at email: basil.january@sbm.gov.za

Tenders must be placed in the tender box of the Finance Department, Buller Centre, 15 Main Street, Vredenburg, before **12:00** on **07 December 2018**, in a sealed envelope upon the outside where of is clearly marked **Tender SBM 24/18/19: Supply and delivery of structural firefighting and rescue operations protective clothing for the period 01 March 2019 to 29 February 2020**.

The tenders shall be opened in the Council Chambers, Municipal Offices, Vredenburg after the closing hour. Any or the lowest tender will not necessarily be accepted.

The **80/20** preference point system as contained in the Preferential Procurement Regulations No R32 of 20 January 2017 (BBBEE) will be used in the adjudication of this tender.

A valid Tax Clearance Certificate from the South African Revenue Services must be supplied with the tender document and the tender must be tax compliant on the Central Supplier Database

Mr G Louw
ACTING MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

Initial _____

SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into SBM Municipality bank account payable to the SBM Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

Initial _____

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

(e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

(a) A valid original Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. The onus is on the bidder to ensure that the Municipality has an original Income Tax Clearance Certificate on record and obtain written confirmation from the Supply Chain Management Unit of the Municipality. The letter of confirmation must be included in the tender documents. If the South African Revenue Services (SARS) cannot provide a valid original Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

Initial _____

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box on the first floor at the Municipal Manager's office, 17 Main Road, Vredenburg by not later than 12:00 on requested date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted **at the bidder's risk** and must be received by the deadline specified above and be placed in the tender box, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the SBM Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the SBM Municipality, it should do so in writing to the SBM Municipality. Any effort by the firm to influence the SBM Municipality in the bid evaluation, bid comparison or contract award decisions will result in the rejection of the bid.

Initial _____

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out loud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

Initial _____

1.2.22 Enquiries

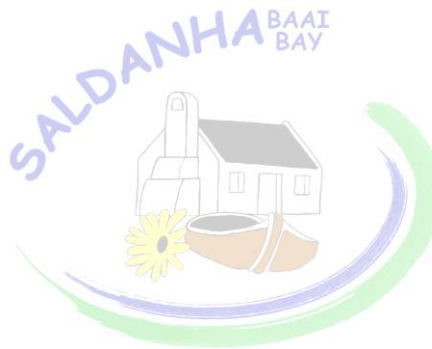
Enquiries in connection with this tender specifications, prior to the tender closure date, may be addressed to Mr B January, 022-701 6809. Enquiries regarding the Tender Process and Supply Chain Management related aspects may be addressed to Mr Viandro van Wyk, tel no: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



Initial _____

SECTION 1.3

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 any thing 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,

Initial_____

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

Initial_____

general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

Initial_____

- 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, tests and analyses

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

Initial_____

the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any

Initial _____

- 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.

Initial _____

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 amendments

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

19. Assignment

- 19.1 The 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

Initial_____

- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Initial_____

- 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.

Initial _____

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

Initial_____

- 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 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 in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

Initial_____

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHABAY MUNICIPALITY

BID NUMBER: **SBM 24/18/19** CLOSING DATE: **07 DECEMBER 2018** CLOSING TIME: **12H00**

DESCRIPTION: **SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING AND RESCUE OPERATIONS PROTECTIVE CLOTHING FOR THE PERIOD 01 MARCH 2019 TO 29 FEBRUARY 2020.**

The successful bidder will be required to fill in and sign a written Contract (MBD 7.1)

BID DOCUMENTS MAY BE POSTED TO:

The Municipal Manager
Saldanha Bay Municipality
Private Bag X12
VREDENBURG
7380

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Finance Department
First Floor
Municipal Manager's
17 Main Road
VREDENBURG
7380



Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS.....
.....

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

Initial_____

CELLPHONE NUMBER.....

FACSIMILE NUMBER

.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (MBD 2)

YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Basil January

Tel: 022 701 6908

Initial_____

SECTION 2.2**MBD 2****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each part must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Initial _____

SECTION 3.1

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.

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.

Initial _____

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 Are you, aware of 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

3.11.1 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

3.11.2 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

Initial_____

SECTION 3.2**MBD 6.1**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE
- Initial _____

together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

Initial_____

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

Initial _____

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

Initial _____

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

Initial_____

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

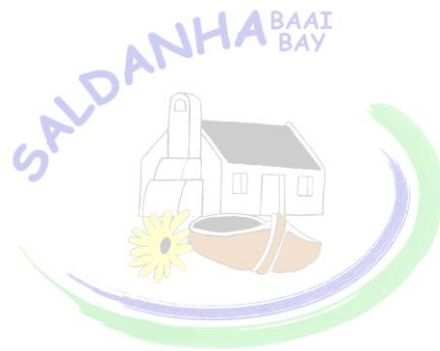
9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....



Initial _____

SECTION 3.3

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**NOTE: ONLY APPLICABLE TO ITEMS 1, 2 AND 6**

THE **MBD 6.2** CERTIFICATE AND **ANNEXURE C** MUST BE COMPLETED FOR EACH INDIVIDUAL ITEM (COMPULSORY TO COMPLETE FOR EACH QUOTED ITEM). DUE TO THE FACT THAT THE TENDER DOCUMENT MAY NOT BE TAKEN APART THE DOCUMENTS ARE NOT BOUND INTO THE DOCUMENT. THE MBD 6.2 CERTIFICATE AND ANNEXURE C CAN BE DOWNLOADED FROM THE SALDANHA BAY MUNICIPAL WEBSITE AT:

<http://www.sbm.gov.za> > TENDERS AND QUOTATIONS > SUPPLY CHAIN DOCUMENTS.

PLEASE DOWNLOAD FORMS FOR EACH ITEM AND COMPLETE AND ATTACH TO THE TENDER DOCUMENT.



Initial_____

SECTION 3.4

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Initial_____

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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"/>
4.5.1	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 Tenderer

Initial_____

SECTION 3.5

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 (MBD 9) must be completed and submitted with the bid:

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

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

Initial_____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

Initial _____

MBD 9

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.

Initial_____

MBD 9

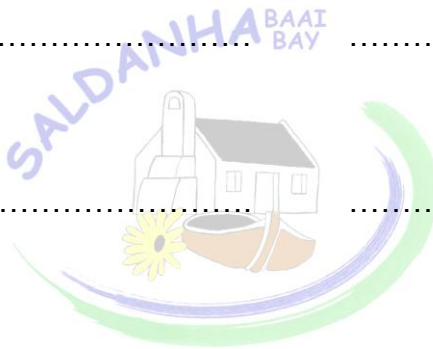
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms 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



Js9141w 4

Initial_____

SECTION 3.6

CENTRAL SUPPLIER DATABASE

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Central Supplier Database (CSD) with the view of using one centralized database. However on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr Y Gqetywa and Mr A Adonis at 022-701 6824.

CSD registration number (if registered):

Initial_____

SECTION 4.1

SPECIAL CONDITIONS OF CONTRACT

1. Declaration, attachment and compliance to local contents and manufacture as specified in section 4.2 and 4.3.
2. Proof of local Manufacture must be provided. Failure to provide will render the tender non-responsive.
3. Compulsory SANS Compliance where requested. Failure to provide will render the tender non-responsive.
4. The tender price will be fixed for six (6) months after the award of the tender. The first price increase will only be applicable six months after the award of the tender and only with documentary proof of price increase of the raw material supplier and the manufacturer. Any escalation will be evaluated by the Municipal Finance department and must be approved by the CFO prior to the increase. Price increases must be brought under the attention of the Municipality 30 days prior to the increase.
5. Samples must be delivered to Basil January at the Fire Brigade department, Florny street, Marais Industria, Vredenburg BEFORE THE CLOSING HOUR OF THE TENDER. Samples delivered after closing hour will not be accepted. The tender document must be submitted separately at 17 Main Road, First Floor, Vredenburg before the closing hour.
6. **Compulsory Requirements**
 Bidders are required to EXPLICITLY MARK EITHER "COMPLY", OR "DO NOT COMPLY" on each and every mandatory requirement. Failure to do so will be taken as a "DO NOT COMPLY".
 Bidders must SUBSTANTIATE/MOTIVATE or PROVIDE PROOF where required. Failure to do so will be taken as a "DO NOT COMPLY".
 PREVIOUS EXPERIENCE AND CAPABILITIES-RELATED MANDATORIES:
Non-compliance will render the tender non-responsive.

		Comply	Not Comply
1.	The bidder must provide proof of experience in the delivery items in bulk for a term contract lasting at least 12 months to industry within South Africa. The contract must be not older than 36 months.		
Substantiate or provide relevant proof	Provide at least one duly signed written contactable reference letter on an official letterhead from the institution that utilised the services of the bidder as set out. The reference must contain the following: <ul style="list-style-type: none"> - Verifiable contact details of the company/ institution as well as the project manager. - Scope of work. - Duration of the contract. 		

Initial_____

SECTION 4.2

1. GENERAL SPECIFICATIONS CHECK LIST

COMPULSORY TO SIGN & COMPLY

IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Tender price shall be firm for acceptance for 90 days after the closure of the tender and fixed for 6 months after the award of the tender.	Comply	
3. Compulsory to attach detailed specifications of all items. Manufacturer's brochures must be attached. No covering letters will be accepted for specifications. Specification brochure must verify requested specifications in the tender.	Attach & Comply	
4. Proof to be provided that the person completing the tenderer is employed by the tenderer and duly authorized to tender on it's behalf. (Original Document)	Comply & Attach	
5. Samples will be requested. Samples will be inspected and measured for compliance. It is compulsory to comply to the minimum specifications. Refer to compulsory specifications for more information regarding samples.	Comply	
6. During the contract, products will be tested for compliance. If found non-compliant, it will not be accepted. (Return transportation for the account of the tenderer) and may result the termination of the contract.	Comply	
7. All items shall comply with all the minimum specifications.	Comply	
8. Specification letter/certificate of raw material supplier must be on an official letter head of the raw material supplier, dated and signed by the raw material supplier.		
9. Tenders will be adjudicated per item.	Take note	
10. It is compulsory to confirm "yes" or "no" on all the General & Detailed specifications in sections 4.2 and 4.3. No action will result in non-compliance.	Comply	
11. It is compulsory to attach a schedule of previous sales of the Product with contactable references and contact numbers.	Comply & Attach	
12. Notwithstanding any omissions, all products shall be delivered fully functional, complying with the minimum specifications. Additional cost to comply shall be for the account of the tenderer.	Comply	
14. The Tender will be for a 12 month contract from 01 March 2019 to 29 February 2020.	Take note	
15. Tender must be completed in hand writing black ink (pen) typed information will not be accepted (typed information will render the tender non-responsive)	Compulsory	

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

2. **COMPULSORY GENERAL SPECIFICATIONS**
It is compulsory to confirm yes or no on the specification sheet.

<u>LOCAL MANUFACTURE</u>	<u>Comply Yes/NO</u>
Where requested, a letter from the local raw material supplier must be obtained for <u>each individual item</u> , confirming local contents, local manufacture and specification of the raw material.	
It is compulsory to complete MBD 6.2 and annexure C <u>for each individual item</u> , where requested, with regard to the local manufacture of protective clothing. The Municipality reserves the right to obtain confirmation with regard to local manufacturing. If found that imported material, or any portion of imported material is not declared on the provided documentation, it may render the tender non-responsive and may result potential investigation of the company declarations	
If material, or any other part of the item tendered for, is not available locally, a letter of confirmation from DTI must be attached. No other deviations from local manufacturing will be accepted. The Municipality reserves the right to confirm the contents of said letter from DTI. The imported content must be noted on the MBD 6.2 and Annexure C	
The tenderer must submit proof that the item tendered for is manufactured in South Africa.	
The Municipality reserves the right to confirm the supply of raw material to the manufacturer, by means of correspondence. The Municipality also reserves the right to request proof of delivery of said raw material from the local material manufacturer to the manufacturer of the product.	
The Municipality reserves the right to inspect factories at addresses noted below to verify local production by consulting with the DTI.	

<u>DELIVERY</u>	<u>Comply Yes/NO</u>
Delivery of all products shall be within 60 working days after reception of the order. Failure to deliver within the mentioned time frame may result in the termination of the contract and the contract will be adjudicated to the second or alternative bidder.	
The tender price must include delivery at the Municipal Stores in Floryn Street, Marais Industria, Vredenburg, Western Cape.	

<u>SAMPLES</u>	<u>Comply Yes/NO</u>
It is compulsory to submit samples as requested in section 4.3, detailed specifications.	
Samples will be supplied by the tenderer at his/her own cost and own risk.	
Samples of non-successful tenderers may be collected after the award of the tender. Cost for collection of samples will be for the account of the tenderer. Samples must be collected within 30 days after the award of the tender to avoid the disposal thereof	

Initial _____

Samples of the successful tenderer will <u>not</u> be returned and kept for quality control purposes during the contract. The successful tenderer will be requested to sign on all samples in black ink, accompanied by the signature of an SBM employee for future reference purposes.	
During the contract, quality control measures will performed on delivered products. If, at any time, delivered items do not comply to the samples and minimum specifications, the product will not be accepted, returned for the cost of the tenderer and may result in the termination of the contract.	
Samples must be delivered to B January at the Fire Brigade department, Floryn street, Marais Industria, Vredenburg BEFORE THE CLOSING HOUR OF THE TENDER . Samples delivered after closing hour will not be accepted.	
It is compulsory that all Samples are delivered before the closing hour of the tender. Samples not delivered before the closing hour will render the tender non-responsive	
Samples must be clearly marked/labelled by the tenderer for identification purposes. The company representative AND a Municipal employee will sign on the provided label. No samples without labels and space to sign will be accepted.	
It is compulsory that all Samples comply with the minimum specifications.	

FIXED PRICE**Comply**
Yes/NO

The tender price will be fixed for six (6) months after the award of the tender. Tenderers must provide for price escalation for the next six months.	
The first price increase will only be applicable six months after the award of the tender and only with documentary proof of price increase of the raw material supplier and the manufacturer. Any escalation will be evaluated by the Municipal Finance department and must be approved by the Director prior to the increase. Price increases must be brought under the attention of the Municipality 30 days prior to the increase.	

Comply
Yes/No

It is compulsory to manufacture products according to the required SABS/SANS certification and attach documentary proof as requested per item. The Municipality reserves the right to obtain proof from the tenderer that items comply to SANS as requested per item.	
It is compulsory to attach all other required certification as requested at the end of each item . All required certification must be arranged per item , clearly identified and attached to the Tender document.	

Initial_____

CERTIFICATION

Yes/NO

MBD 6.2 & ANNEXURE C

**Comply
Yes/NO**

It is compulsory to complete the MBD 6.2 & Annexure C **for ALL INDIVIDUAL ITEMS TENDERED FOR.** All documents must be attached to the tender document **per item.**
Local Content is only applicable to Items 1, 2 and 6.
 Documents can be downloaded from the Municipal website:
<http://www.sbm.gov.za>

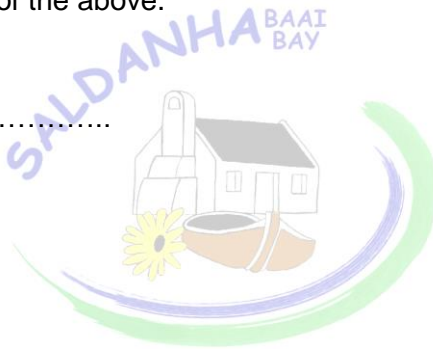
--

It is compulsory to comply to all listed compulsory general specifications above and to confirm yes or no on all required line items.

End of General Specifications

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



Initial_____

SECTION 4.3

DETAILED SPECIFICATION FOR BUNKER SUIT FOR PERSONAL PROTECTIVE CLOTHING

ITEM 1– STRUCTURAL FIRE FIGHTING AND RESCUE OPERATIONS

JACKET AND TROUSER

REQUIREMENTS AS PER EN 469: 2005, SANS 50469: 2010

SCOPE

PPE / Turnout Suit Certified as to EN 469:2005+A1:2006 (highest performance level Xf2, Xr2, Y2, Z2) and EN 1149-5:2008

This guideline specifies minimum levels of performance requirements for protective clothing against heat and fire designed to be worn during structural fire-fighting and rescue operations in conformance with EN 469: 2005, and covers the general clothing design and the minimum performance levels of the materials used.

The complete garment in its entire ensemble shall be fully tested and certified.

REFERENCED STANDARDS

EN ISO 13688: 2013, Protective clothing - General requirements

EN ISO 14116: 2013, Protective clothing — Protection against heat and flame — Limited flame spread materials, material assemblies and clothing

EN ISO 15025: 2002, Protective clothing - Protection against heat and flame - Method of test for limited flame spread

BS EN 367: 1992, Protective clothing. Protection against heat and fire. Method for determining heat transmission on exposure to flame

EN ISO 6942: 2002, Protective clothing - Protection against heat and fire - Method of test: Evaluation of materials and material assemblies when exposed to a source of radiant heat

EN ISO 13934-1: 2013, Textiles - Tensile properties of fabrics - Part 1: Determination of maximum force and elongation at maximum force using the strip method

EN ISO 13935-2: 2014, Textiles - Seam tensile properties of fabrics and made-up textile articles - Part 2: Determination of maximum force to seam rupture using the grab method

EN ISO 13937-2: 2000, Textiles - Tear properties of fabrics - Part 2: Determination of tear force of trouser shaped test specimens (Single tear method)

EN ISO 1421: 1998, Rubber- or plastics-coated fabrics - Determination of tensile strength and elongation at break

Initial_____

ISO 17493: 2000, Clothing and equipment for protection against heat — Test method for convective heat resistance using a hot air circulating oven

EN ISO 4674-1: 2003, Rubber- or plastics-coated fabrics - Determination of tear resistance - Part 1: Constant rate of tear methods

EN ISO 4920: 2012, Textile fabrics - Determination of resistance to surface wetting (spray test)

EN ISO 5077: 2008, Textiles - Determination of dimensional change in washing and drying

EN ISO 6530: 2005, Protective clothing - Protection against liquid chemicals - Test method for resistance of materials to penetration by liquids

EN 20811: 1992, Textiles - Determination of resistance to water penetration - Hydrostatic pressure test

EN 31092: 1993, Textiles - Determination of physiological properties - Measurement of thermal and water vapour resistance under steady-state conditions (sweating guarded - hotplate test)

ISO 6330: 2012, Textiles -- Domestic washing and drying procedures for textile testing

BS EN 530: 1994, Abrasion resistance of protective clothing material. Test methods

BS EN ISO 7854: 1997, Rubber- or plastics-coated fabrics. Determination of resistance to damage by flexing

BS EN 343: 2003+A1: 2007, Protective clothing. Protection against rain

ASTM F1671 – 07, Standard Test Method for Resistance of Materials Used in Protective Clothing to Penetration by Blood-Borne Pathogens Using Phi-X174 Bacteriophage Penetration as a Test System

CE 0339 Conformité Européenne, meaning “European Conformity, (formerly EC mark) is a mandatory conformity mark for products placed on the market in the European Economic Area (EEA). With the CE marking on a product, the manufacturer ensures that the product conforms to the essential requirements of the applicable EC directives CE marking of products under the European Union’s Personal Protective Equipment (PPE) Directive.

GENERAL CLOTHING DESIGN

PPE CATEGORY Light weight Bunker Suit (TOG)

DESIGN Jacket:

- FR Zip and Velcro front closure.
- Extension gusset under arms.
- One internal pocket, two external bellow pockets with flaps and FR Velcro closure.
- Expandable radio pocket on front flap, radio loops, torch and microphone strap on right breast.
- Throat tab with FR Velcro closure.
- Pleated back.

Initial_____

- Padded shoulders and elbows covered with scuff resistant patches.
- Anti-wicking and scuff resistant barrier on bottom hem and sleeve ends.
- FR knitted internal cuffs.
- Breathable, pathogen resistant moisture barrier.
- Reflective tape: 50mm, two Vertical at rear, around arms at area just above the wrist, and 75mm lime silver, horizontal around waist area as per illustration.



Optional: The following add-ons will be mandatory

- Lettering. At Rear of the Jacket in an area visible even when donning a SCBA set. Printed in Reflective Iron on Heat Resistant silver, as per CFO's requirements set out on detailed layout.
- Embroidery of required Badges where applicable as per CFO's specified details.

Trousers:

- Waist high trousers with raised back and ruched elastic.
- Removable, braces with adjustable buckles.
- One internal back pocket.
- Cargo pockets with flaps and FR Velcro closure on each leg.
- Padded, scuff resistant knee area.
- Anti-wicking scuff resistant barrier, around the bottom hem of each leg.
- Breathable, pathogen resistant moisture barrier.
- Reflective tape: 50mm Vertical and 75mm horizontal around above ankle area lime silver as per illustration.

Initial _____



MATERIAL:

- Outer Shell: Raftex FR-Meta-Para-Aramid blends.
- Moisture barrier: Breathable, pathogen resistant moisture barrier.
- Thermal Liner: Lenzing FR/Aramid blends.
- FR Anti-wicking barrier
- Reflective tape: 50mm and 75mm. Two Tone Lime Silver. Two outer lime and single centre Silver.

APPLICATION

- Work wear for Structural Fire-Fighting, Wild-land and Rescue operations

COLOUR

- Navy.

SIZE RANGE

- XS, S, M, L, XL, 2XL, 3XL, 4XL, 5XL.

FEATURES

Super light-weight garment.

Highly breathable which reduces heat stress.

Excellent water vapour transfer ability.

Waterproof and Pathogen resistant liner.

Extended back section for increased protection.

Scuff resistant barrier on knees, bottom hems, shoulders and bottom hem.

STANDARDS

- Outer shell: 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

Initial_____

- EN 530 - DIN EN ISO 3175.
- Garment: EN 469 Fully CE certified, and tested.

General

Fire fighter's protective clothing shall provide protection for the fire fighter's torso, neck, arms to the wrists, and legs to the ankles during fire-fighting.

Size designation

Size designation shall be in accordance with the requirements of EN ISO 13688.

Type of clothing

The levels of performance may be achieved by the use of a garment or a clothing assembly which may contain multilayer materials, material combinations, or a series of separate garments in single or multiple layers.

Interface areas

While raising both hands fully above the head and bending over from an upright position until fingertips reach the ground without bending the knees, wrists and ankles shall remain covered, when wearing appropriate sized clothing. Where protection is provided by an outer two piece suit, it shall be determined that an overlap between the jacket and trousers shall always be retained.

Anti-wicking barrier

Where an anti-wicking barrier is used in a garment either as part of an interlining at the edge part of a moisture barrier or as the edge part of an innermost lining e.g. at the end of the sleeves, the trouser legs or bottom of a jacket, the width of material shall not exceed 10 cm for jackets and 15 cm for trousers. This will become part of the component assembly which shall meet the requirements of table below.

Comfort and Breathability

The complete ensemble must offer exceptional breathability and outstanding comfort as a result of low RET value. Not more than 12%.

Integrated personal protective equipment (PPE)

The requirements shall be fulfilled even when the garments incorporate other types of PPE (e.g. against falls from a height), or other devices. If interface areas are provided to incorporate other types of PPE these shall not decrease the protection level achieved by the clothing assembly. Verification of the fulfilment of this requirement shall be made by visual inspection.

Closure system

Closure systems shall be protected by means of the component assembly, e.g. by overlapping or underlining storm flap that provides secure and complete moisture and thermal protection. The

Initial_____

maximum distance between buttonholes shall be 150 mm. If zippers are used, the slide fastener shall be designed to lock when completely closed.

Retro reflective/fluorescent material

Fire fighter's protective clothing shall have retro reflective materials fitted, which give all round visibility. The minimum requirements for high visibility materials, including fluorescent materials, if used, shall be as specified. Colour requirements of the fluorescent or combined performance material or fluorescent outer fabric shall be in accordance with EN ISO 20471:2013. The photometric performance shall be measured on the reflective part of the high visibility stripe. The minimum coefficient of retro reflection for the retroreflective material shall be in accordance with EN ISO 2047 1:2013, 6.1.

Heat and flame resistance requirements

The retro-flective/fluorescent/combined performance materials, in order not to affect the performance of the protective clothing, shall comply with the following requirements, after the pre-treatments specified in 5.2.

Heat resistance

The retro-flective / fluorescent/combined performance materials exposed for 5 min according to the requirements of 6.6 shall not drip, ignite, melt or shrink more than 5%. The minimum coefficient material shall be in accordance with EN ISO 20471:2013, 6.2. Separate performance material shall meet the requirements of 6.2.2 and combined Performance material shall meet the requirements of 6.2.3 of EN ISO 2047 1:2013. florescent material shall be in conformance with en ISO 2047 1:2013, 5.1, after exposure.

PHYSICAL REQUIREMENTS AND MINIMUM PERFORMANCE CRITERIA

All materials of the component and/or clothing assembly shall be tested with the outermost surface exposed, except for flame spread testing of innermost lining and the water vapour resistance.

Initial_____

ITEM 2 - STRUCTURAL FIREFIGHTING BOOT

CE 0197 EN 15090:2012 HI3 CI SRC - Category F2A

DESIGN

- Lace up boot with concealed zipper closure and quick release feature.
- High heat resistant soles.

MATERIAL

- Upper: Hydrophobic full grain leather, specially impregnated, fireproof and waterproof for 180 minutes.
- Toe cap: Steel or Composite
- Sole insert: Para-Aramid
- Sole: Rubber
- Reflective Tape

APPLICATION

- Foot protection for Fire-Fighting, Wild-land and Rescue operations.

COLOUR

- Black with orange 3M reflective material on each side of boot.

SIZE RANGE

UK	3	3½	4	4½	5	5½	6	6½	7	7½	8	8½	9	9½	10	10½	11	11½
EU		36	37	37/38	38	39	39	40	41	41	42	43	43	44	45	45	46	47
US	4		5	5½	6	6½	7	7½	8	8½	9	9½	10	10½	11	11½	12	12½

UK	12	12½	13	13½	14	14½	15
EU	47	48	48	49	50	50	51
US	13	13½	14	14½	15	15½	16

FEATURES

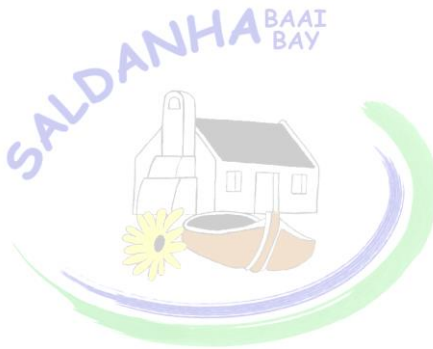
- Light weight and puncture resistant sole insert made of Kevlar, used instead of a steel insert, makes the boots light and makes the sole non-pierce-able and, at the same time, flexible and provides excellent thermal insulation properties.
- Waterproof and breathable lining: A waterproof and air-permeable membrane that enables sweat to escape, improves hygienic characteristics, stops water, and ensures high comfort in all weather conditions.

Initial_____

- Sole: A NITRIL sole made of black vulcanized rubber which protects against freezing and high temperatures; it is ergonomic, antistatic, anti-slip, acid- and oil-resistant, and easy to clean
- Additional ankle protection and support. In the form off, Additional plastic ankle protection.
- And protective lining around the ankles.
- Leather grip at top of boot for putting the boots on quickly.
- Soft collar on upper section of boot. a micro ventilation system which ensures good thermal insulation from both cold and heat, and which is located in the upper part of the boot near the collar.
- Ergonomic padded tongue that matches human anatomy. A mechanism-system to lock the zipper in the closed position.
- Excellent thermal resistance (HI3), Third grade thermal resistance, HI3 (contact with surface temperatures of 250 °C for up to 40 minutes).
- Steel toe withstands 200J of impact and 1500N piercing force.
- Orange reflective material on both sides of each boot.
- Aramid stitching, all-round.

STANDARDS

- EN 15090: 2012
- CE certified



Initial_____

ITEM 3 - STRUCTURAL FIREFIGHTING GLOVE

DIN EN 659:2008 (EN 659:2003 + A1:2008) EN 388:2016

SCOPE

This specification defines the minimum requirements for a structural fire fighting glove specifically designed to withstand the effects of flame, heat, vapour, hazardous liquids, sharp objects and other hazards encountered during structural fire fighting operations.

Design & Construction

Description:

Fire fighter glove with supreme heat and cold protection. Anatomically 3D-shaped for perfect fit and wearers comfort. Excellent touch sensitivity with highest cut and abrasion resistance of palm. Equipped with the newly developed **Heat Absorber** on backhand.

Sizes: 7/XS, 8/S, 9/M, 10/L, 11/XL, 12/XXL

Colour: dark blue/ Navy

Length: approx. 32 cm

Materials

Palm:

- Double-Face knit of KEVLAR with **Silicon Carbon Coating**.

Backhand:

- Aramid with **Heat Absorber** positioned to protect knuckles. Re-enforcement all over the backhand. Elastic shirring at wrist.

Cuff:

- Knitted cuff.

Lining:

- **Senso Touch** lining system. A technology to guarantee a strong and permanent link between Para-aramid lining, membrane and the outer shell.
- Weight of the palm lining: 200 g/m² and backhand lining: 230 g/m².

Membrane:

- Membrane: Waterproof, breathable and pathogen resistant membrane

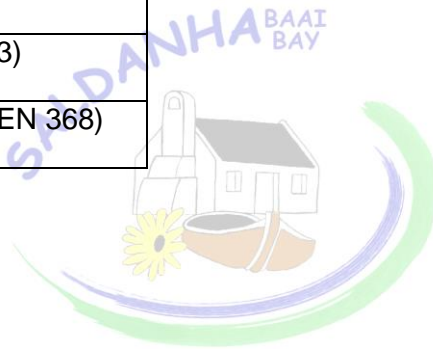
Performance level according to DIN EN 659:2008 (EN 659:2003 + A1:2008)

The following performance levels to be clearly provided with gloves:

Abrasion resistance (EN388)

Initial_____

Cut resistance (EN388)
Tear resistance (EN388)
Puncture resistance (EN388)
Burning behaviour (EN 407)
Convective heat (EN 367/407)
Radiant heat (EN ISO 6942)
Contact heat (EN 702)
Shrinkage (ISO 17493)
Dexterity (EN 420)
Removal of gloves (EN ISO 15383)
Penetration of water (EN 344-1)
Penetration of liquids (ISO 15383)
Penetration of liquid chemicals (EN 368)



PACKAGING

Each pair of gloves shall be individually packaged in a clear poly-bag along with the all user information guides and information.

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of EN 659.

The element shall be clearly labelled to fully identify the material content.

The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.

Initial_____

ITEM 4 - STRUCTURAL FIREFIGHTING HOOD

STANDARDS:

- Garment and Fabric:
- EN 531:1995 A, B2, C1 and E1, ASTM F2621 and ASTM F1959

SCOPE

This specification defines the minimum requirements for a fire fighter's structural Hood. The purpose of the hood is to afford limited protection to the head, neck and a portion of the shoulder area, of the fire-fighter against adverse environmental effects during fire ground operations, as defined by the National Fire Protection Association's standard

CONSTRUCTION

Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid.

The hood and materials shall meet or exceed both the design and performance requirements for as outlined in EN 531:1995

The hood shall be a double layer, full drape, yoke style design providing chest, back and partial shoulder protection.

A tube style design shall not be acceptable.

All head and bib seams shall be flat lock stitched.

The bib hem shall be hemmed with a tight crochet stitch designed to eliminate bulky binding.

The face opening shall easily stretch to a minimum of 38cm to provide superior donning and fit characteristics for any size fire-fighter's head.

The face opening shall be sewn with minimum 12mm elastic and hemmed with overlock stitch.

DESIGN

- Full faced, light weight knitted balaclava.
- Self-fabric binding around face opening.
- Extended bib, back and shoulder flares.

MATERIAL

- Fire-SAFE interlock FR Knit 220 g/m². Double Layered. Ability to provide greater protection against convective heat, radiant heat, flames and the thermal effects flash-over. Consist of Natural fibres. And provide Dual protection: Protects against molten metal splash and flash fires.

APPLICATION

- Head protection for Fire-Fighting, Wild-land and Rescue operations.

COLOUR

- Grey

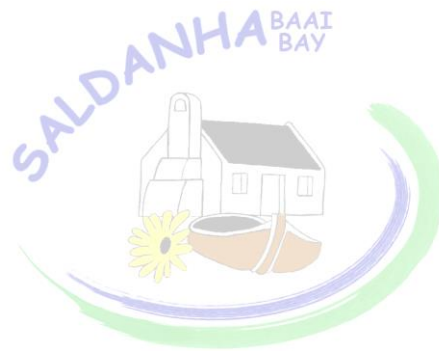
Initial_____

SIZE RANGE

- One size fits all

FEATURES

- Inherently flame-resistant, for the life of the garment.
- Highly moisture absorbent, double that of cotton.
- Water washable, including home washing and industrial laundries.
- Extremely comfortable to wear.
- Cool in summer, warm in winter.



Initial_____

ITEM 5 - STRUCTURAL FIREFIGHTING HELMET

SCOPE

The scope of this product specification encompasses the performance criteria, design, construction and

Materials deemed necessary for helmets utilized for structural firefighting.

GENERAL:

Helmets manufactured in accordance with this specification are designed to mitigate adverse Environmental effects to the fire-fighter's head while providing the specifying authority with what are, in their opinion, essential requirements.

PERFORMANCE CRITERIA:

All Structural Fire Helmets shall meet the requirements of NFPA 1971:2013 (or the Latest & current edition); US-OSHA 1910.156, and CAL-OSHA.

All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current versions of ANSI/ISEA Z87.1 and NFPA 1971.

Response to this specification shall include complete and current NFPA 1971 test report from a recognized, accredited test facility detailing all performance data for the helmet being offered and all compliant helmet components. Certificates of conformance and / or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

MANUFACTURER'S WARRANTY:

Warranty for Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacturer.

HELMET SHELL:

The Structural Fire Helmet shell shall be of a low-profile European Fire Service style, moulded in one solid colour of high-temperature, high-performance thermoplastic. The reinforcing rib which runs down the centre of the helmet, and lugs for overhead strap assembly shall be moulded into the helmet shell. The helmet consists of a crown section with a downward angled attached brim. The overall length of the helmet from the front brim to the back of the rear brim shall be 12-1/2" and the width 9-1/2". The crown section shall be 5.4" deep.

The Structural shell shall be available in the following colours: black, yellow, red, white, orange and blue. The Structural shell shall have black or white¹, high-temperature, flame-resistant, flexible edge trim made of thermoplastic rubber (TPR) with an aluminium core. The edge-trim is secured around the entire brim of the helmet by crimping the aluminium core, and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim. The shell shall have a helmet hanger comprised of a 3/4" nickel-plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the centre rear of the brim.

Initial _____

IMPACT CAP:

The impact cap is designed to help provide increased thermal, penetration and impact protection. The impact cap shall be a rigid cell, high temperature urethane foam cap that covers the entire inner crown of the helmet. This impact cap is held into the crown by the suspension clips. It is removable for inspection and replacement.

HEAD SUSPENSION:

The Structural Fire Helmet suspension system shall be comprised of a four-way-strap crown suspension. The crown suspension straps shall be firmly locked into the shell lugs and shall be made of 3/4" wide nylon webbing. A 1/4" cross linked polyethylene foam crown pad is attached to the overhead straps.

SIZING ADJUSTMENT:

Sizing adjustment shall be by means of a ratchet adjustable headband that is attached to the suspension system clips by four anchor clips. The ratchet arms shall be adjustable to three positions so that the angle of the ratchet may be set to accommodate the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer or to optimize the helmet's fit when wearing a Self-Contained Breathing Apparatus (SCBA) face piece. The sizing adjustment range shall be size 6 3/8 through size 7 3/4.

COMFORT LINER:

The Structural Fire Helmet shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine washable. It can easily be upgraded to a standard flannel or deluxe leather-lined version.

CHINSTRAP:

The chinstrap shall be constructed of two pieces of 3/4" wide black soft Nomex webbing which are connected by a quick release buckle system constructed of high temperature, durable nylon. Each end of the chinstrap assembly is attached directly to the helmet via two protrusions that are moulded into the helmet on the lower side brims. An optional postman's slide shall be available. Extended length chinstraps shall be available.

EAR/NECK PROTECTION:

The Structural Fire Helmet provides for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The double-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and a flame resistant black flannel inner layer. The earlap shall be secured to the shell by pieces of hook and pile fastener in no fewer than five (5) locations. The earlap is machine washable and can be easily upgraded to a PBI/Kevlar or a blood-borne pathogen-resistant earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension. Earlaps with under-chin extensions shall be available.

Initial_____

RETRO-REFLECTIVE TRIM:

The helmet shall have three bar-shaped pieces of retro-reflective, fluorescent Reflexite trim around the exterior of the crown of the helmet shell. There shall be two additional pieces of bar-shaped Reflexite-trim on the front of the top of the helmet for maximum daytime and night-time visibility. Red-orange and lime-yellow retro-reflective, fluorescent Scotchlite bars is also available.

Face Shield

The face shield shall be a wrap-around, high pivot design, 4.5" wide, 18.9" long and 0.150" thick. The lens material shall be high performance, high temperature, impact-resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.

Hardware

The face shield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell.

The brackets allow the face shield to be raised above the helmet shell when not in use.



Initial_____

ITEM 6 - FIRE FIGHTING COVERALL: (One Piece)**DESIGN**

- FR zip and Velcro closure.
- High collar, with FR Velcro closure.
- Shoulder back pleat.
- Reinforced knees.
- Epaulettes with FR Velcro closure.
- Slanted side entry pockets.
- Cargo pockets on each thigh.
- Two breast pockets with flaps and FR Velcro closure.
- Tab and FR Velcro closure on legs and sleeves.
- Elastic back waist.
- 50 mm lime silver reflective tape on biceps and knees

Optional: The following add-ons will be mandatory

- Lettering. At Rear of the Jacket in an area visible even when donning a SCBA set. Printed in Reflective Iron on Heat Resistant silver, as per CFO's requirements set out on detailed layout.
- Embroidery of required Badges where applicable as per CFO's specified details.

MATERIAL

- Permanently flame-resistant (FR) UltraSoft, not less than 300g/m²

APPLICATION

Work wear for Fire-Fighting, Wild-land and Rescue operations.

COLOUR

- Navy.

SIZE RANGE

- XS, S, M, L, XL, 2XL, 3XL, 4XL, 5XL.

FEATURES

- Flame-resistant for the life of the garment.

Initial_____

- Water washable, including home washing and industrial laundries (see wash instructions).
- Excellent breathability.
- High moisture absorbency and dissipation.

STANDARDS

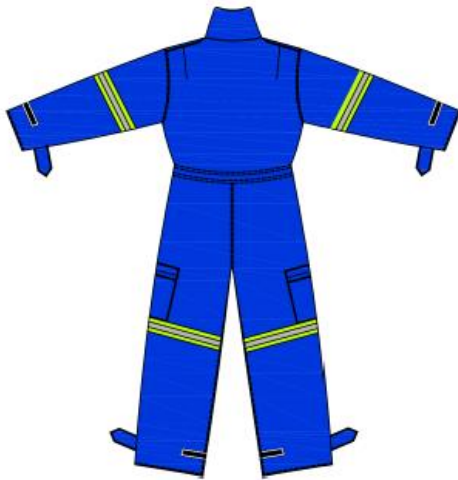
- Fabric: - NFPA 70E - ASTM F1506 - NFPA 1977 - NFPA 2112 –
- OSHA 1910.269 - EN 340 - EN ISO: 11612 - IEC 61482-1-1 - OEKO TEX STD 100
- and ASTM F1959.

The Following Embroidery needs to be added to Wild fire Coverall:

- Fire emblem with Municipality Logo in the central, to be Embroided on left chest, above left breast pocket.
- SA flag on left shoulder, embroidered. Size not less than 10.5 cm x 6.5cm
- On right shoulder, Arm Flashers as per Uniform dress code, with Municipality name on top name area of Arm Flash-badge. Size 12cm x9.5cm minimum.
- At rear of the garment between shoulder blades (Municipality name) + the wording FIRE DEPARTMENT, colour of cotton in bright yellow, all cotton used on embroidery to be FR Thread. Alternatively, Printed Silver Reflective Embossed printing. A Minimum Height of letters at 65mm, lettering width at not less than 2 cm.
- Examples of Arm Flashers Below
- Standard Layout of Coverall, Below.

Initial_____

EMBROIDERED SHOULDER APPLIANCE



Initial _____

ITEM 7 - WILD FIRE FIGHTING GOGGLES

Protective goggle designed to specifically address the needs of the Wildland fire fighter. Hard coated outer lens with an anti-fog inner lens coating.

Baffled top and bottom vents.

Elastic strap with quick release buckle.

Features the "Nose Shield" for superior nose protection.

Strap tension adjusts while wearing gloves and features the Quick Strap.

Wildland firefighting operations and other emergency operations where there is a threat of fire. Designed to meet ANSI Z87.1 for use where certain physical hazards are likely to be encountered, such as during non-fire-related salvage, rescue operations, emergency medical operations, and victim extraction.

APPROVALS:

CONFORMITIES:

Google must conform to EN166:1995 and EN166:2001 and in full conformance to Council Directive 89/686/EEC and associated amendments relating to Personal Protective Equipment.

Copy of Directive Certificate to accompany the RFQ/Bid Document.

ADDITIONAL REQUIREMENTS:

- Product Data Sheet to be provided with RFQ- Bid.
- All relevant Certification Documents to be supplied on RFQ and delivered with Delivery of Order.
- No other Product will be considered, as the product has been tested to perform with the specific performance needs for the Application, and other operational Requirements.
- Suppliers not the original Manufacturer must submit Proof that the OEM has given permission to supply these Garments, by means of official letter from Manufacturer.

All Relevant Certifications for Materials and All Products Must Accompany all Items as set out in above Technical Specifications:

Full Garment and testing Certifications Shall be Mandatory for all Human protection Clothing and Equipment as set out in above detailed item specifications:

Initial _____

SECTION 4.4

PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed, if not the bid will be disqualified)

The Formal Pricing Schedule is attached to this document.
It is compulsory to complete the provided Schedule. No pricing covering letter
heads will be evaluated



I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

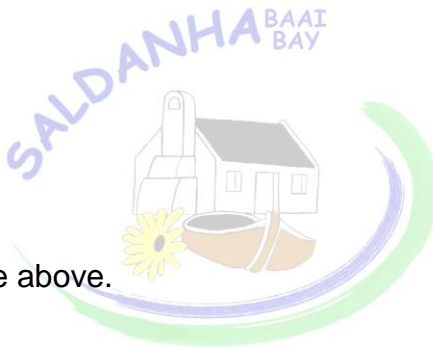
Initial_____

SECTION 4.5

PRICE ADJUSTMENTS

(Each page must be signed, if not the bid will be disqualified)

The price must be firm for the specified time. (At least 90 days after the closing date for acceptance of the tender and fixed for 6 months after the award of the tender)
Should the price not be firm for the specified minimum time then the tender will be rejected.



I accept and approve all of the above.

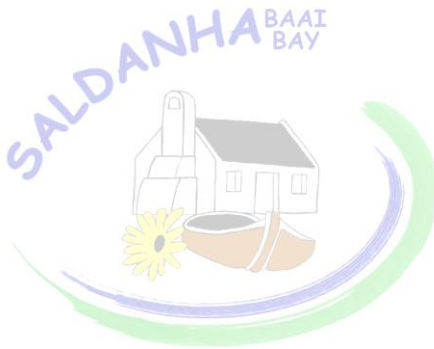
.....
SIGNATURE OF TENDERER

(It is compulsory to sign above if the tenderer agrees to the noted firm price. Failure to sign will render the tender non-responsive)

Initial_____

SECTION 4.6

OMMISSIONS, ALTERATIONS AND ADDITIONS



Initial_____

SECTION 4.7

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

Should your company **BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days** as per the payment clause in the Conditions of Contract, then **complete the following**.

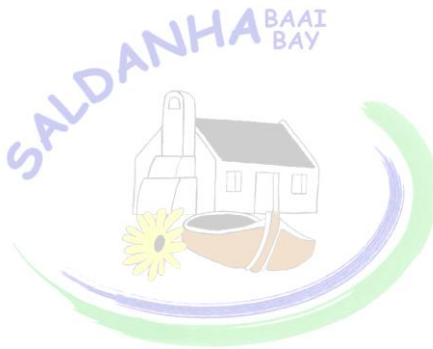
YES, my company **IS WILLING TO HAVE THE 2.5%** taken off of the payment of the items even though the 2.5% will not be taken into account in the adjudication of the tender.

Tenderer's signature for acceptance of the 2.5% discount

(Only if tenderer wishes to provide the 2.5% discount)

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER



Initial_____

SECTION 4.8**SUPPORTING DOCUMENTATION FROM TENDERER****Note :-**

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered
The schedules supplied by Council must be used for all pricing matters.)



Initial_____

SECTION 4.9

MBD7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

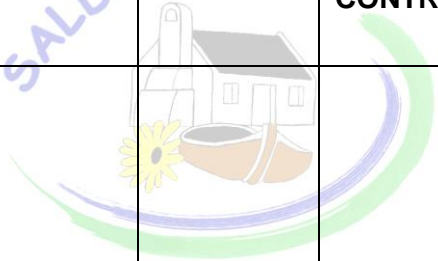
WITNESSES	
1
2.
- - -	

Initial_____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER, THE MUNICIPALITY)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	TENDERER	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
					

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

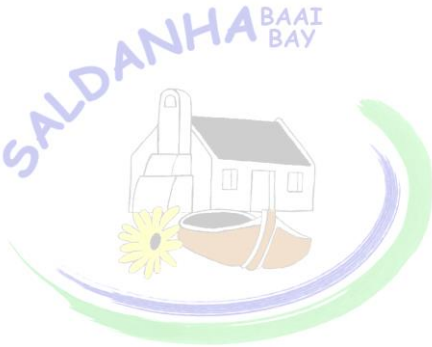
1.

2.

DATE

Initial_____

THIS PAGE IS INTENTIONALLY LEFT BLANK



Initial_____

COMPULSORY ATTACHMENT FILE

NAME OF TENDERER:

.....

NOTE:

Submit the tender document as collected or downloaded in page number sequence (do not put documents between its pages). All other documents of the submission must be attached to the separate File provided (From this page onwards). Attach all additional documents to the separate file.

- **Do not insert pages in the tender document**
- The pages of the additional provided file (From this page onwards) may be taken apart. Attach all documentation to the back of each category.
- These pages must be re-assembled according to page numbers
- Write the name of the tenderer in Black ink on the top of each blue page
- The contents of the tender document will govern if not by accident included in this schedule
- Please attach documents in the same sequence requested below.

IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Original SARS certificate
- Registration report for the Central Supplier Database
- Valid, **certified** BBBEE certificate or original certified copy of Affidavit.
- Original or **Certified** copy of Municipal Account, not older than 45 days, preferably the latest one or a valid lease agreement.
- ID Documents of owners or/and directors
- CIPRO documents (Company Registration Forms)
- Resolution of signatory to tender on behalf of the company (Proxy)

.....
Signature of tendere

Initial_____

**ITEM 1: SUPPLY AND DELIVERY OF STRUCTURAL FIRE
FIGHTING BUNKER SUIT - JACKET AND TROUSER**

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
XS	BUNKER SUIT - JACKET AND TROUSER		
S	BUNKER SUIT - JACKET AND TROUSER		
M	BUNKER SUIT - JACKET AND TROUSER		
L	BUNKER SUIT - JACKET AND TROUSER		
XL	BUNKER SUIT - JACKET AND TROUSER		
XXL	BUNKER SUIT - JACKET AND TROUSER		
XXXL	BUNKER SUIT - JACKET AND TROUSER		
XXXXL	BUNKER SUIT - JACKET AND TROUSER		
XXXXXL	BUNKER SUIT - JACKET AND TROUSER		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			

Initial _____

ITEM 2: SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING BOOT

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
3	STRUCTURAL FIREFIGHTING BOOT		
4	STRUCTURAL FIREFIGHTING BOOT		
5	STRUCTURAL FIREFIGHTING BOOT		
6	STRUCTURAL FIREFIGHTING BOOT		
7	STRUCTURAL FIREFIGHTING BOOT		
8	STRUCTURAL FIREFIGHTING BOOT		
9	STRUCTURAL FIREFIGHTING BOOT		
10	STRUCTURAL FIREFIGHTING BOOT		
11	STRUCTURAL FIREFIGHTING BOOT		
12	STRUCTURAL FIREFIGHTING BOOT		
13	STRUCTURAL FIREFIGHTING BOOT		
14	STRUCTURAL FIREFIGHTING BOOT		
15	STRUCTURAL FIREFIGHTING BOOT		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			

Initial _____

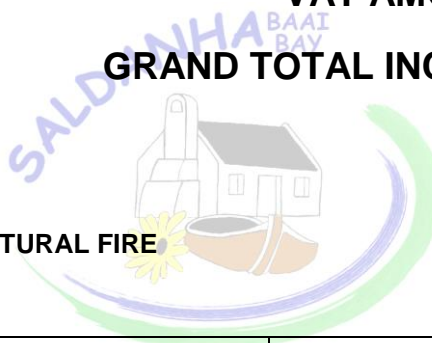
ITEM 3: SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING GLOVE

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
7 / XS	STRUCTURAL FIREFIGHTING GLOVE		
8 / S	STRUCTURAL FIREFIGHTING GLOVE		
9 / M	STRUCTURAL FIREFIGHTING GLOVE		
10 / L	STRUCTURAL FIREFIGHTING GLOVE		
11 / XL	STRUCTURAL FIREFIGHTING GLOVE		
12 / XXL	STRUCTURAL FIREFIGHTING GLOVE		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			

Initial _____

ITEM 4: SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING HOOD

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
ONE SIZE	STRUCTURAL FIREFIGHTING HOOD		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			



ITEM 5: SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING HELMUT

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
ONE SIZE	STRUCTURAL FIREFIGHTING HELMUT		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			

Initial _____

ITEM 6: SUPPLY AND DELIVERY OF STRUCTURAL FIRE FIGHTING COVERALL

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
XS	STRUCTURAL FIRE FIGHTING COVERALL		
S	STRUCTURAL FIRE FIGHTING COVERALL		
M	STRUCTURAL FIRE FIGHTING COVERALL		
L	STRUCTURAL FIRE FIGHTING COVERALL		
XL	STRUCTURAL FIRE FIGHTING COVERALL		
XXL	STRUCTURAL FIRE FIGHTING COVERALL		
XXXL	STRUCTURAL FIRE FIGHTING COVERALL		
XXXXL	STRUCTURAL FIRE FIGHTING COVERALL		
XXXXXL	STRUCTURAL FIRE FIGHTING COVERALL		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			

Initial _____

ITEM 7: SUPPLY AND DELIVERY OF WILD FIRE FIGHTING GOGGLES

SIZE	DESCRIPTION	BRAND NAME	NETT PRICE PER UNIT EXCL. VAT
ONE SIZE	WILD FIRE FIGHTING GOGGLES		
SUB TOTAL EXCL VAT			
VAT AMOUNT 15%			
GRAND TOTAL INCLUDING VAT			



Initial _____