

## BID NOTICE

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 33/21: SUPPLY AND DELIVERY OF UNIFORMS AND PPE FOR TRAFFIC-, LAW ENFORCEMENT-, FIRE AND RESCUE- AND DISASTER MANAGEMENT SECTIONS: PERIOD ENDING 30 JUNE 2023**

TENDER NUMBER: **B/SM 33/21**  
DESCRIPTION: **SUPPLY AND DELIVERY OF UNIFORMS AND PPE FOR TRAFFIC-, LAW ENFORCEMENT-, FIRE AND RESCUE- AND DISASTER MANAGEMENT SECTIONS: PERIOD ENDING 30 JUNE 2023**  
CLOSING DATE: **01 March 2021**  
CLOSING TIME: **12h00: Bids will be opened in the Council Chambers or Supply Chain Management Boardroom**

### **INFORMATION:**

**Tender Specifications:** Tasso Steyn at 210 808 8882: Email: [Tasso.steyn@stellenbosch.gov.za](mailto:Tasso.steyn@stellenbosch.gov.za)  
**SCM Requirements:** Jeanette Williams at 021 8088524: Email: [Jeanette.williams@stellenbosch.gov.za](mailto:Jeanette.williams@stellenbosch.gov.za)  
**Office hours for collection:** 08h00-15h30

Local production and content is applicable to this bid. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at **12:00 on 27 January 2021**. The guidance document for the calculation of local content is included in the bid document and is also available on the municipality's website by following the Supply Chain Management link. If raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI should there be a need to import such raw material or input. A copy of the authorisation letter must be submitted together with this tender document at the closing date and time of bid.

Tenders may only be submitted on the Tender documentation issued by Stellenbosch Municipality and must be valid for **180 days** after tender closing. Late, electronic format, telephonic or faxed Tenders will not be considered and Stellenbosch Municipality does not bind itself to accept the lowest, part of or any Tender.

Sealed Tenders, with "**B/SM 33/21: Supply and delivery of uniforms and PPE for Traffic-, Law Enforcement-, Fire and Rescue- and Disaster Management sections: Period ending 30 June 2023**", clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch. The Tender box is accessible 24 hours a day and Tenders must be accompanied by the completed Tender documents. Tenders not accompanied by a complete Tender document, will not be considered.

**NOTE:** This tender will be evaluated in terms of the General Conditions of Contract, Supply Chain Management Policy, relevant specification, and local content as depicted in the document and also the Preferential Procurement Regulations, 2017 that was promulgated by the Minister of Finance on 20 January 2017 in Government Gazette No 40553.

The preferential points system applied is as follows:

<b>Price</b>	<b>80</b>
<b>B-BBEE status level of contribution</b>	<b><u>20</u></b>
<b>Total points for Price and B-BBEE</b>	<b>100</b>

The following conditions to Tender exist (failure to comply may result in your Tender being disqualified):

1. This Tender is subject to the general conditions of contract (GCC) and special conditions for Tendering;
2. Relevant terms of reference;
3. Tenderers must be registered on the Central supplier database (CSD) if they wish to conduct business with the municipality;
4. No award will be made to tenderers whose tax status is non-compliant;
5. Tenders submitted must be in a sealed envelope clearly marked with the Tender number, placed in the tender box before closing time. Failure will result in the tender being invalid;

*Tender documents, in English, are available free of charge on the website: [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za). Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Stellenbosch Municipality, 1<sup>st</sup> Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of **R408,00 per document**.*

G Mettler (Ms)  
**MUNICIPAL MANAGER**

## TENDER KENNISGEWING

**STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 33/21: VERSKAFFING EN AFLEWERING VAN UNIFORMS EN PBT VIR VERKEERS-, WETSTOEPASSINGS-, BRAND EN REDDINGS- EN RAMPBESTUUR AFDELINGS: TYDPERK EINDIGEND 30 JUNIE 2023**

TENDER NOMMER: **B/SM 33/21**  
BESKRYWING: **VERSKAFFING EN AFLEWERING VAN UNIFORMS EN PBT VIR VERKEERS-, WETSTOEPASSINGS-, BRAND EN REDDINGS- EN RAMPBESTUUR AFDELINGS: TYDPERK EINDIGEND 30 JUNIE 2023**

SLUITINGSDATUM: **01 Maart 2021**  
TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaal-bestuurs Raadsaal.

### NAVRAE:

**Tender spesifikasies:** Tasso Steyn by 021 808 8882: Epos: [tasso.steyn@stellenbosch.gov.za](mailto:tasso.steyn@stellenbosch.gov.za)  
**Vkb vereistes:** Jeanette Williams by 021 808 8524: Epos: [Jeanette.williams@stellenbosch.gov.za](mailto:Jeanette.williams@stellenbosch.gov.za)  
**Kantoor Ure:** 08h00-15h30

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12h00 op 27 Januarie 2021** soos deur die Suid-Afrikaanse Reserwebank (SARB) gepubliseer is, gebruik. Die begeleidingsdokument vir die berekening van plaaslike inhoud is ingesluit in die tenderdokument en is ook op die munisipaliteit se webwerf beskikbaar deur die Voorsieningskanaal Bestuurskakeel. Indien grondstowwe of insette wat vir 'n spesifieke item gebruik word, nie plaaslik beskikbaar is nie, moet bieërs skriftelike magtiging van die dti verkry indien daar so 'n grondstof of inset benodig word. 'N afskrif van die magtigingsbrief moet saam met hierdie tenderdokument by die sluitingsdatum en tyd van die bod ingedien word.

Tenders mag slegs ingedien word op die tenderdokumentasie verskaf deur Stellenbosch Munisipaliteit en moet geldig wees vir **180 dae** na die sluitingsdatum. Laat, elektroniese formaat of gefakse tenders sal nie aanvaar word nie en Stellenbosch Munisipaliteit is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie.

Verseëde tenders duidelik gemerk: "**B/SM 33/21: Verskaffing en aflewering van uniforms en PBT vir Verkeers-, Wetstoepassings-, Brand en Reddings- en Rampbestuur afdelings**" op die koevert, moet geplaas word in tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooië stel tenderdokumente. Tendersaanbiede wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid, relevante spesifikasies en plaaslike inhoud soos vervat in die tender dokument asook die Voorkeurverkrygingsregulasies 2017 wat op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

Tenderaars mag voorkeerpunte eis in terme van hul B-BSEB status vlak van bydrae as volg:

<b>Prys</b>	<b>80</b>
<b>BBSEB</b>	<b>20</b>
<b>Totale punte</b>	<b>100</b>

Die volgende voorwaardes vir Tender soos volg: (versuim om te voldoen, kan veroorsaak dat u Tender gediskwalifiseer word):

1. Hierdie tender is onderworpe aan die algemene kontrakvoorwaardes (GCC) en spesiale voorwaardes vir die tender;
2. Toepaslike opdrag
3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
4. Geen toekenning sal gemaak word aan diensverskaffers wie se Belasting status ongeldig is.
5. Die tender wat ingedien moet word, moet in 'n verseëde koevert wees wat duidelik gemerk is met die Tendernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

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G Mettler (Me)  
**MUNISIPALE BESTUURDER**



**TENDER NO.: B/SM 33/21**

**SUPPLY AND DELIVERY OF UNIFORMS AND PPE FOR TRAFFIC, LAW ENFORCEMENT, FIRE AND RESCUE, AND DISASTER MANAGEMENT SECTIONS: PERIOD ENDING 30 JUNE 2023**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT)</b>  <i>(refer to page 123):</i>	<b><u>RATES</u></b>
<b>BBBEE LEVEL</b>	

**JANUARY 2021**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Stellenbosch Municipality,  
PO Box 17, Stellenbosch, 7599

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Tasso Steyn**  
**Deputy Chief Fire Officer**  
Tel. Number: **021 808 8882**



## 1. TENDER NOTICE & INVITATION TO TENDER

### BID NOTICE

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# STELLENBOSCH

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G Mettler (Me)  
**MUNISIPALE BESTUURDER**



# STELLENBOSCH

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	B/SM 33/21	CLOSING DATE:	01 March 2021	CLOSING TIME:	12:00
DESCRIPTION	<b>SUPPLY AND DELIVERY OF UNIFORMS AND PPE FOR TRAFFIC-, LAW ENFORCEMENT-, FIRE AND RESCUE- AND DISASTER MANAGEMENT SECTIONS: PERIOD ENDING 30 JUNE 2023</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT **STELLENBOSCH MUNICIPALITY, TOWN HOUSE COMPLEX, PLEIN STREET, STELLENBOSCH**

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
3. TOTAL NUMBER OF ITEMS OFFERED	4. TOTAL BID PRICE Rates based tender
5. SIGNATURE OF BIDDER .....	6. DATE
7. CAPACITY UNDER WHICH THIS BID IS SIGNED	

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

### TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Finance: SCM	CONTACT PERSON	Tasso Steyn
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8882
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	Tasso.steyn@stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.williams@stellenbosch.gov.za		



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....





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**STELLENBOSCH**  
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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



**2. CHECKLIST**

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes		No	
<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes		No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> issued by a Verification Agency accredited by SANAS or the <b>original Sworn Affidavit</b> attached?	Yes		No	
<b>MBD 6.2</b> (Local Content) - Is the form duly completed and signed? <b>Guidance Document for the Calculation of Local Content</b> attached for information purposes?	Yes		No	
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes		No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes		No	
<b>MBD 10</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes		No	
<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes		No	
<b>Declaration by Tenderer</b> - Is the form duly completed and signed?	Yes		No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**3. AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. COMPANIES AND CLOSE CORPORATIONS**

2.1. If a Bidder is a COMPANY, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a CLOSE CORPORATION (CC) submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
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SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



## 4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "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.



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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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





- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. 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
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder. 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 inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.2. 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.
- 8.3. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.4. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.5. 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.



- 8.6. Any contract goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.7. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



#### 14. Spare parts

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

14.1.1. 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;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

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

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

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

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

#### 17. Prices

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

#### 18. Variation orders

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



## 19. Assignment

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

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

## 21. Delays in the supplier's performance

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

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

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

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

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

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:

23.1.1. 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;

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

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

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



- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the 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**



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

## 27. Settlement of Disputes

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

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

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

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

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

## 28. Limitation of liability

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

28.1.1. 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

28.1.2. 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

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

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

## 31. Notices

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

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

## 32. Taxes and duties

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

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

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




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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

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

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

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

*General Conditions of Contract (revised July 2010)*



## 5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **“Tender Number and Title”** clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Stellenbosch Municipality, Plein Street, Stellenbosch.
2. The tender must be lodged by the Tenderer in the tender box in the Main Hall Entrance, Stellenbosch Municipal Offices, Plein Street, Stellenbosch

**PLEASE NOTE:**

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
  - 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
  - 2.3. Documents may only be completed in non-erasable ink.
  - 2.4. The use of correction fluid/tape is not allowed.
    - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
- 3. Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
- 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
  - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Stellenbosch Municipality is **4700102181**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  - 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  - 5 Tenders shall be opened in public at the Stellenbosch Municipal Offices as soon as possible after the closing time for the receipt of tenders.
  - 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
    - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
    - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Stellenbosch Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.





**7. Negotiations for a fair market related price**

7.1 The award of the tender may be subject to price negotiation with the preferred tenderers.

**8 This bid will be evaluated and adjudicated according to the following criteria:**

- 8.1 Relevant specifications
- 8.2 Value for money
- 8.3 Capability to execute the contract
- 8.4 PPPFA & associated regulations

**9 Service Level Agreement**

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Stellenbosch Municipality.

**10 Centralised Supplier Database**

No Bids will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at [www.csd.gov.za](http://www.csd.gov.za) Registration on the CSD will be compulsory in order to conduct business with the STELLENBOSCH MUNICIPALITY. Registration on CSD can be done by contacting 021 808 8594 or [Nicolene.Hamilton@stellenbosch.gov.za](mailto:Nicolene.Hamilton@stellenbosch.gov.za)

**Centralised Supplier Database No. MAAA.....**



**6. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	<b>Full Name of bidder or his or her representative</b>								
3.2.	<b>Identity Number</b>								
3.3.	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>								
3.4.	<b>Company Registration Number</b>								
3.5.	<b>Tax Reference Number</b>								
3.6.	<b>VAT Registration Number</b>								
3.7.	<b>Are you presently in the service of the state?</b>	YES		NO					
3.7.1.	If so, furnish particulars:								
3.8.	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO					
3.8.1.	If so, furnish particulars:								

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> "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.



<b>3.9.</b>	<b>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal 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?</b>	<b>YES</b>		<b>NO</b>	
3.13.1.	If so, furnish particulars:				



3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)  
 b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_, certify that the information furnished in paragraph 3 above is correct.  
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

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



**7. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES 80/20**

**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).

a) 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; or

1.2 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	<b>POINTS</b>
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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**

2.1 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3 “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4 “**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; (this was added by us)



- 2.5 “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
  - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
  - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**

**3.1 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:**

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

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. BID DECLARATION**

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

**6. B -BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or the original sworn affidavit.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?			%	
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		



**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

<b>8.1 Name of Company/firm:</b>		
<b>8.2 VAT registration number</b>		
<b>8.3 Company registration number</b>		
<b>8.4 Type of Company/Firm: (Tick applicable box)</b>	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
	One person business / sole proprietor	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
	Company	<input type="checkbox"/>
	(Pty) Limited	<input type="checkbox"/>
<b>8.5 Describe Principal Business Activities</b>		
<b>8.6 Company Classification (Tick applicable box)</b>	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
<b>8.7 Municipal Information</b>		
<b>Municipality where business is situated:</b>		
<b>Registered Account Number:</b>		
<b>Stand Number:</b>		
<b>8.8 Total Number of years the Company/Firm has been in business:</b>		





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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 9.4 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- 9.4.3 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;
- 9.4.4 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
- 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



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**8. MBD 6.2 – GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT ATTACHED FOR INFORMATION PURPOSES**



## 9. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

#### 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:



#	Description of services, works or goods	Stipulated minimum threshold as a %
	Clothing	100%
	Textile	100%
	Leather	100%
	Footwear	100%
	Any metal plates and fasteners	100%

**Please submit also letters of exemption from dti if local content is not 100%.  
 Please ensure that you put all the items on Annexure C on which you make an offer.**

3. Does any portion of the goods or services offered have any imported content?  
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**LOCAL CONTENT DECLARATION  
 (REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF TENDER NO. B/SM: 33/21 UNIFORM AND PPE FOR TRAFFIC, LAW ENFORCEMENT, FIRE AND RESCUE AND DISASTER SECTIONS: PERIOD ENDING 30 JUNE 2023, ISSUED BY STELLENBOSCH MUNICIPALITY.**

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the  
 following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.  
 The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**



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- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
<b>TENDERER:</b>		
<b>WITNESS No. 1:</b>		
<b>WITNESS No. 2:</b>		



<b>ANNEXURE C</b>	<b>SATS 1286.2011</b>
<b>Local Content Declaration – Summary Schedule</b>	

(C1) Tender No.			
(C2) Tender Description			
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content %			

NOTE: VAT to be excluded from all calculations

Tender Item No's	List of Items	Calculation of local content					
		Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	White Magnum Short Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms						
2	White Magnum Long Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms						
3	Navy Blue Rip stop Short Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets.						
4	Combat Rip stop Pants with two side pockets and double material on knees with <b>elastic inserts</b> on the sides of the waist						

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)



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5	Rip stop Long Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets								
6	Metal Fire Badge								
7	Step out tunic Black single breast, 4 pockets in front with 4 buttons with epaulettes on the shoulders and arm flashers								
8	Step out Black Pants with Red stripe on the side								
9	Ties								
10	Metal axe for tie								
11	Fire- black ladies ties/ traffic -blue ladies ties								
12	Lanyards – Single and Braided								
13	Monaco Golf Shirt with Fire & Rescue (Yellow) on both sleeves and Fire/Traffic/Law enforcement logo embroidered on left chest.								
14	Track Suits with Fire Logo embroidered in front and Stellenbosch Fire & Rescue on the back								
15	Firemans socks, mid-calf length								
16	Officers Baseball cap with Embroidered badge on front and on peak, Fire & Rescue and Stellenbosch on the sides								
17	Fire Fighter Cap with Metal Badge								
18	Officers Peak Cap with Embroidered peak and Metal Badge								
19	Woolen Beanie with Fire & Rescue/ Law Enforcement/ Traffic								





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	Embroidered badge								
20	Cricket Hat with Fire Logo								
21	Jersey Combat with Epaulettes and embroidered fire arm flashers and embroidered Fire badge left front								
22	Pull Over with epaulettes and Fire badge embroidered left front								
23	<b>Kitbag for fire fighters ppe material</b>								
24	Rubber Epaulette								
25	Metal Epaulette with Various Rank markings								
26	Arm Flashes								
27	Air Force type Leather Jacket with Arm Flashes, Fire / Law Enforcement/Traffic logo on the left chest and epaulettes and two closed pockets								
28	NEW BALANCE CLASSIC TRAINING SHOES or THE EQUIVALENT								
29	Camel bak								
31	Mattress Protector Single bed								
31	Working gloves pig skin or the equivalent								
32	TUNICS: Structural Fire Fighting tunic jacket with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.								



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33	BUNKER TROUSERS: Structural Fire Fighting trousers with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.								
34	FLASHHOODS with thermal protective performance - 2 ply - 29.1 cal/cm2 Material Content: 40% P84 55% Lenzing FR 5% Kevlar. Meets or exceeds NFPA 1971-2007 Edition and is UL Certified. Meets or exceeds Cal/OSHA Standards or the equivalent								
35	Petzl Pixa II intrinsically safe Headlamp or the equivalent								
36	FIRE FIGHTING BOOTS FAL TORCH BOA WITH BOA CLOSING SYSTEM								
37	Structural Fire Fighting Helmet Cairns 360								
38	Structural Fire Fighting helmet Heros-Titan with face shield, neck protector and helmet torch system for Heros-titan.								
39	Neck Flap for Structural Fire Fighting helmet								
40	Adjustable inner and hardware gear for Structural Fire Fighting helmet								
41	Helmet torch								
42	Visor and sun visor for Structural								



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	Fire Fighting helmet								
43	Servus fire fighting boots or equivalent								
44	MSA SLIMVIEW SPLASH AND DUST GOGGLES								
45	Personal Rope								
46	Magnum Trousers with stitching in the front and the back								
47	Short sleeve shirts with epaulettes 2 pockets								
48	Long sleeve shirts with epaulettes 2 pockets								
49	Long sleeve jerseys with epaulettes								
50	Pull over with epaulettes								
51	Lightweight socks (short)								
52	Ladies skirt								
53	Ladies Formal Pants								
54	Traffic blue rain jackets & rain pants								
55	Traffic blue combat pants								
56	Opti- fresh socks Magnum long socks								
57	Sleeveless beau fleece								
58	Web belt								
59	Combat pants								
60	Ladies sheer panty house								
61	Ladies handbag								
62	Ladies felt hat								
63	Batons with pouch								
64	Gumboots with zip on inside								
65	Motorbike helmets								



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66	Motorbike gloves								
67	Ladies shoe								
68	Men shoe								
69	Men`s Bronx shoe with laces								
70	Officers cap Traffic Blue								
71	B4m Led flashlight 1200 Lm								
72	Rank Structure								
73	Formal blazer <b>EVENTS/SECURITY</b> <b>breasted</b> single								
74	EVENTS/SECURITY breasted blazer single								
75	Tunics/ with different rank markings on sleeves								
76	Mens statement classic pants								
77	Ladies Statement Pencil skirt with slit								
78	Ladies statement classic pants:								
79	Micro fibre polo fleece jacket								
80	All weather mac jack								
81	¾ single breast duffle coat with epaulettes, must be button in front with 2 side pockets								
82	Canvas combat boot								
83	Combat boot for woman								
84	Lanyard								
85	Gloves								
86	Winter Scarf								
87	Combat trousers with piping								
88	Combat shirts with piping								
89	Face Gas Maskers								



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90	KINETIXX® COMBAT GLOVES 'X-LIGHT' - black								
91	Police Military Tactical Vest								
92	Canvas Tactical Duffle Bag								
93	Soft anti riot suit								
94	Level iiiA pasgt ballistic helmet								
95	Tactical goggles								
96	Elbow guard								
97	Tactical knee guard								
98	Facial Masks.								
99	Facial/Neck Masks								
100	Arm Sleeves								
101	Bullet blocker level 3A men and women bulletproof leather jacket								
102	Bullet blocker level 3A men and women bulletproof leather biker vest								
103	Custom Tactical Velcro ID Patch								
104	Riot complete helmet								
105	Law Enforcement shoulder flashes								
106	Metal and rubberized Law enforcement badge								
107	Balaclava								
108	Combat boots								
109	Rain coat, plastic								
110	<i>Neck ID Badge Holder</i>								
111	Light weight Bunker Suit (Bush Fire Suit)								
112	Structural firefighting glove (Carolina or equivalent)								
113	Fire fighting overall (Jump suit)								



114	Wild Fire fighting Goggles										
								(C20) Total tender value			
								(C21) Total Exempt imported content			
								(C22) Total Tender value net of exempt imported content			
								(C23) Total Imported content			
								(C24) Total local content			
								(C25) Average local content % of tender			

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION \_\_\_\_\_

DATE \_\_\_\_\_

**Attach additional pages if more space is required**



**ANNEXURE D**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

(D1)	<b>Tender No.</b>			
(D2)	<b>Tender Description</b>			
(D3)	<b>Designated product(s)</b>			
(D4)	<b>Tender Authority</b>			
(D5)	<b>Tendering Entity's Name</b>			
(D6)	<b>Tender Exchange Rate</b>	<b>Currency</b>		<b>Rate</b>

**NOTE: VAT to be excluded from all calculations**

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer

Summary	
Tender Quantity	Total imported value
(D30)	(D31)



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**ANNEXURE D - Continued**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

**NOTE: VAT to be excluded from all calculations**

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
										(D45) Total imported value by 3 <sup>rd</sup> party	

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of Payments	
Local value of payments	
(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party

(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE





<b>ANNEX E</b>	<b>SATS 1286.2011</b>
<b>Local content Declaration – Summary Schedule</b>	

<b>(E1) Tender No.</b>		<b>NOTE: VAT to be excluded from all calculations</b>
<b>(E2) Tender Description</b>		
<b>(E3) Designated product(s)</b>		
<b>(E4) Tender Authority</b>		
<b>(E5) Tendering Entity's Name</b>		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, service and works)</b>		

**(E10) Manpower costs** (Tenderer's own manpower cost)

**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

**(E13) Total local content**

**This total must correspond with Annex C – C24**

\_\_\_\_\_  
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

\_\_\_\_\_  
DATE



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**10. 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:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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.

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?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
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)?  <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>



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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



**11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids 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).<sup>4</sup> Collusive bidding is a *per 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**STELLENBOSCH MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
  - 5.1. has been requested to submit a bid in response to this bid invitation;

<sup>4</sup> 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.



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- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> 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:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

<sup>5</sup> 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.



**12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Stellenbosch Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy (ies) of ID document(s) and Municipal Accounts  
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

<b>Signature</b>	<b>Position</b>	<b>Date</b>



**13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

**Stellenbosch Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
--	--

**NOTE:**

**A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**14. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
of (registered address of Company) \_\_\_\_\_  
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
\_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
of the Contractor, is duly authorised hereto by a resolution dated \_\_\_\_\_ /20\_\_\_\_,  
to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_,  
with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	





## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**



## 15. SPECIFICATIONS

### SPECIFICATIONS

#### 1. Introduction

Stellenbosch Municipality require services for the supply and delivery of SABS/SANS approved personal protective clothing, uniforms and personal protective equipment for various sectors of Stellenbosch Municipality personal.

#### 2. Background

Personal protective clothing and equipment is required for the health and safety of persons in the work environment and in connection with the use of plant and machinery at work. The health and safety of employees whilst performing their daily duties must comply with the Occupational Health and Safety Act of 1993.

#### 3. Scope

Stellenbosch Municipality require services for the supply and delivery of personal protective clothing and personal protective equipment. The personal protective clothing and equipment must be SABS approved and comply with the Occupational Health and Safety Act of 1993. SABS approved personal protective clothing and equipment must be delivered at Stellenbosch Municipality.

For the Fire and rescue clothing, all products on offer must be Fully Certified as per the Respective Industry standards, NFPA 1971 Latest Edition of the standard, and EN 469, SANS 50469.

Where specified by the Standard in its full understanding. All Garments or Equipment must be offered as Fully Certified Ensembles. Items not fully certified and without Corresponding Third party certification shall not be considered.

#### 3.1 SPECIFICATION FOR BUNKER SUIT FOR PERSONAL PROTECTIVE CLOTHING – STRUCTURAL FIRE FIGHTING AND RESCUE OPERATIONS JACKET AND TROUSER

**REQUIREMENTS AS PER NFPA 1971; 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.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



## 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

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

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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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.

**4. Local Content**

<b>PRODUCT</b>	<b>LOCAL CONTENT THRESHOLD</b>
<b>CLOTHING</b> (As per Department of Trade and Industry) All items must be listed in Annexure C where	<b>100%</b>
<b>TEXTILE</b> (As per Department of Trade and Industry) All items must be listed in Annexure C	<b>100%</b>
<b>LEATHER</b> (As per Department of Trade and Industry) All items must be listed in Annexure C	<b>100%</b>
<b>FOOTWEAR</b> (As per Department of Trade and Industry) All items must be listed in Annexure C	<b>100%</b>
<b>ANY METAL PLATES AND FASTENERS</b> (As per Department of Trade and Industry) All items must be listed in Annexure C	<b>100%</b>

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**5. Minimum Requirements**

The intent of this specification is to provide for the purchase of SABS approved Protective Clothing and Equipment.

5.1. Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.		
		YES	NO	Comment
5.1.1.	Personal Protective Clothing and Equipment items offered and tendered for by the tenderer comply with SABS/SANS standards and are in line with specifications stipulated in the tender document.			
5.1.2.	Tenderer <u>must</u> be able to supply quantities of up to 150 units as listed in the specifications.			
5.1.3.	Firefighting uniforms and protective equipment. Requirements: EN 469: 2005, SANS 50469: 2010 Referenced standards: EN ISO 13688: 2013, Protective clothing general requirements EN ISO 15025: 2002, Protective clothing – Protection against heat and flame EN ISO 14116: 2013, Protective clothing - Protection against heat and flame			
5.1.4.	Personal Protective Clothing and Equipment are compliant to local content as stipulated by Department Trade and Industry.			
5.1.5.	Samples of each item offered and tendered for (Not per size only per item) can be delivered to Stellenbosch Municipality for evaluation purposes. ( <u>Goods to be delivered will be kept to standards of first procurement</u> ) <b>Attach letter from DTI that items offered by the tenderer comply with the DTI local content requirements. DTI exemption letter if local product is not available or local content cannot be met.</b>			
5.1.6.	A six month quality guarantee or warranty can be provided on broken or damaged personal protective clothing and equipment that was tendered for.			
5.1.7.	Delivery <u>must</u> be made within 4 -6 weeks from the date an order was received. (Tenderer submit written confirmation that clothing can be delivered within 4 – 6 weeks working days)			

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### Evaluation Criteria/Portfolio of Evidence

Evaluation Criteria
Confirmation letter that items offered are SANS/SABS approved (must be attached with tender)
Attached proof of previous contracts which include contact details of minimum three organizations or businesses where the equivalent quantities were supplied.
<b>Attach letter from DTI that items offered by the tenderer comply with the DTI local content requirements. DTI exemption letter if local product is not available or local content cannot be met.</b>
Compliant Bidders must provide Stellenbosch Municipality with samples of each item offered and tendered for. (Not per size only per item).
Attach confirmation letter should you be appointed as the successful bidder, sample items may remain with Stellenbosch Municipality for continuous evaluation during the duration of the contract
Attach a 6 month warranty for all items offered and tendered for.
Written confirmation that clothing can be delivered within 4 – 6 weeks and that delays will be communicated timeously

**Note:** Failure to comply with the above criteria will invalidate your offer and will not be consider for further evaluation

#### 6. General

- 6.1. Delivery of items will be at the various departments, Stellenbosch Municipality, Stellenbosch
- 6.2. Contract period will be from date of implementation until 30 June 2023
- 6.3. Tender is valid for 180 days

#### Instructions:

You don't have to complete all items if you don't want to. Only the ones that you can offer to the Stellenbosch Municipality.

Please use the average amount of the item from size XS to 7XL etc.



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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST			Compliance to specification mark in YES column, if not in NO column	
		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
	<b>Description</b>	<b>Colour</b>	<b>Fabric</b>		
1.	White Magnum Short Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms  	White			
2.	White Magnum Long Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms  	White			


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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST				Compliance to specification mark in YES column, if not in NO column
					Yes
3.	Navy Blue Rip stop Short Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets. (ITEM 3 AND ITEM 4 WILL BE AWARDED TO SAME SUPPLIER)  	Navy Blue			
4.	Combat Rip stop Pants with two side pockets and double material on knees with <b>elastic inserts</b> on the sides of the waist (ITEM 3 AND ITEM 4 WILL BE AWARDED TO SAME SUPPLIER)	Navy Blue/Black No reflective material			

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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
						
5.	Rip stop Long Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets.	Navy Blue				
6.	Metal Fire Badge 					
7.	Step out tunic Black single breast, 4 pockets in front with 4 buttons with epaulettes on the shoulders and arm flashers	Black				




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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
					
8.	Step out Black Pants with Red stripe on the side 	Black			
9.	Ties 	Black/Blue			



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
10.	Metal axe for tie  				
11.	FIRE- BLACK LADIES TIES/ TRAFFIC - BLUE LADIES TIES  	Black/ Blue	100% Polyester		



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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
12.	Lanyards – Single and Braided 	Red/ blue				
13.	Monaco Golf Shirt with Fire & Rescue (Yellow) on both sleeves and Fire/Traffic/Law enforcement logo embroidered on left chest. 	Red/Black Black/Grey Blue/Black				
14.	Track Suits with Fire Logo embroidered in front and Stellenbosch Fire & Rescue on the back	Black and red/blue	Polar fleece on the inside with polyester on the outside			




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					Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
					or fully polyester			
15.	Firemans socks, mid-calf length			Black / Navy blue. Thick cushioned terry foot bed. Reinforced toe and heel section. Double layer shank	Fire-Safe FR knit			
16.	Officers Baseball cap with Embroidered badge on front and on peak, Fire & Rescue and Stellenbosch on the sides			Black Navy Blue				
17.	Fire Fighter Cap with Metal Badge					Black		



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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
18.	Officers Peak Cap with Embroidered peak and Metal Badge  	Black				
19.	Woolen Beanie with Fire & Rescue/ Law Enforcement/ Traffic Embroidered badge  	Navy Blue/ Black				
20.	Cricket Hat with Fire Logo and Fire & Rescue/ Law Enforcement Embroidered	Navy Blue/ Black				


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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST				Compliance to specification mark in YES column, if not in NO column
					Yes
21.	Jersey Combat with Epaulettes and embroidered fire arm flashers and embroidered Fire badge left front.  	Black / Navy Blue			
22.	Pull Over with epaulettes and Fire badge embroidered left front	Black / Navy Blue			
23.	<b>KITBAG FOR FIRE FIGHTERS PPE MATERIAL</b> 1. 420 D PVC nylon base and zip gussets 2. Polyester netted material sides and ends 3. No 10 CF nylon zip 4. No 10 CF nickel plated slider 5. Poly prop webbing 38mm 6. No 36 spun polyester thread <b>DIMENSIONS</b> 400 Ø mm x 110cm long	Orange and Black/Red and Black			



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
24.	Rubber Epaulette with Various Rank markings 			
25.	Metal Epaulette with Various Rank markings			
26.	Arm Flashes 			

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						Yes
27.	Air Force type Leather Jacket with Arm Flashes, Fire / Law Enforcement/Traffic logo on the left chest and epaulettes and two closed pockets  	Black/ Blue				
28.	NEW BALANCE CLASSIC TRAINING SHOES or THE EQUIVALENT  					
29.	Camel bak – 1,5/2 Liter Hydration pack					
30.	Mattress Protector Single bed					
31.	Working gloves pig skin or the equivalent					


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
32.	<p>TUNICS: Structural Fire Fighting tunic jacket with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.</p>  <p>(ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)</p>	Navy Blue / Beige			


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			Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
33.	<p>BUNKER TROUSERS: Structural Fire Fighting trousers with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.</p>  <p>ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)</p>	Navy Blue / Beige			


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
34.	FLASHHOODS with thermal protective performance - 2 ply - 29.1 cal/cm2 Material Content: 40% P84 55% Lenzing FR 5% Kevlar. Meets or exceeds NFPA 1971-2007 Edition and is UL Certified. Meets or exceeds Cal/OSHA Standards or the equivalent			
35.	Petzl Pixa II intrinsically safe Headlamp or the equivalent			
36.	FIRE FIGHTING BOOTS FAL TORCH BOA WITH BOA CLOSING SYSTEM EN ISO 15090 : 2012 OR THE EQUIVALENT DTI exemption letter if local product not available  			


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
37.	Structural Fire Fighting Helmet Cairns 360 S Structural DTI exemption letter if local product not available  					
38.	Structural Fire Fighting helmet Heros-Titan with face shield, neck protector and helmet torch system for Heros-titan. HELMET: Type B/3b full protection helmet for indoor and outdoor fire fighting EN 443:2008, EN 16471:2014, EN 16473:2014 ISO 16073:2011 Electrical isolation, resistant to chemicals TORCH: Powerful hi-tech LED beam, explosion-proof. Ex II 2 G Ex ib IIC T4 Gb Ex II 2 D Ex ib IIIC T 135°C Db or the equivalent DTI exemption letter if local product not available	WHITE/ YELLOW/ RED				


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		Yes	No		If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
							
39.	Neck Flap for Structural Fire Fighting helmet Heros-Titan						
40.	Adjustable inner and hardware gear for Structural Fire Fighting helmet Heros-Titan						
41.	Helmet torch for Structural Fire Fighting helmet Heros-Titan						
42.	Visor and sun visor for Structural Fire Fighting helmet Heros-Titan						


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						Yes
43.	Servus fire fighting boots or equivalent  					
44.	MSA SLIMVIEW SPLASH AND DUST GOGGLES Meet or exceed CE EN166 standards Lens-Polycarbonate Anti-fog Single lens Body-PVC Flexible fitting goggle with indirect vents. Dust goggle has foam binding. Nose piece-PVC Universal integral to frame Headband Textile Elastic Adjustable elastic OR THE EQUIVALENT					
45.	Personal Rope: Diameter (mm) 8 Weight (g/m) 39.8 / Min Strength (da N) 1640 CE Approval 1019 / EN Approval 564. OR THE EQUIVALENT					




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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
46.	Magnum Trousers with stitching in the front and the back  	Traffic blue Navy blue	55% Trevira 45% Wool			
47.	Short sleeve shirts with epaulettes 2 pockets  	Traffic blue	65% Polyester 35% Cotton			
48.	Long sleeve shirts with epaulettes 2 pockets  	Traffic blue	65% Polyester 35% Cotton			

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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
49.	Long sleeve jerseys with epaulettes  	Traffic blue	100% Acrylic			
50.	Pull over with epaulettes  	Traffic blue	100% Acrylic			
51.	Lightweight socks (short)  	Traffic blue	80% Wool 20% Nylon			
52.	Ladies skirt	Traffic blue	55%			



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
			Trevira 45% Wool			
53.	Ladies Formal Pants 	Traffic blue	55% Trevira 45% Wool			
54.	TRAFFIC BLUE RAIN JACKETS & RAIN	100%				




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						Yes
	<p>PANTS</p> 	Oxford nylon				
55.	<p>TRAFFIC BLUE COMBAT PANTS</p> 		55% Poly cotton 55% Field dress fabric			
56.	<p>Opti- fresh socks Magnum long socks</p> 	Traffic blue Black Navy Blue	Light weight 80% Wool 20% Nylon			
57.	<p>SLEEVELESS BEAU FLEECE</p>	Colour				



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
	Stylish full zip with zipper tag, outer side and internal pockets, anti-pill microfibre fleece traps heat and releases body moisture 240g anti-pill microfibre polar fleece  	Sky, black and navy and grey			
58.	Web belt 	Black	50mm black canvas web belt		
59.	Combat pants	Air force	55%		




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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
		blue	Poly cotton 55% field dress fabric			
60.	Ladies sheer panty house	Black clear	/ 100% Canvas combat boots			
61.	Ladies handbag 	Black or Navy	100% Leather handbags			
62.	Ladies felt hat with Stellenbosch Traffic /Law Enforcement emblem 	Traffic blue				
63.	Batons with pouch	Black	Tonga			



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
			baton			
64.	Gumboots with zip on inside  	Green	100% rubber with fur lined on inside boots			
65.	Motorbike helmets		SABS approved			
66.	Motorbike gloves					
67.	Ladies shoe 51400 or (equivalent to Green cross)	Black/Navy				
68.	Men shoe 71512 or (equivalent to Green cross)	Black				
69.	Men's Bronx shoe with laces	Black				
70.	Officers cap Traffic Blue  					
71.	B4m Led flashlight 1200 Lm					

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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
72.	 <p><b>Specifications</b></p> <p>Uses <b>Cree XP-L V6</b> LED with a lifespan of 50,000 hours. Higher Level and More effective performance than XP-L and XM-L T6 Led</p> <p>Max <b>1200 Lumens</b> performance Due to <b>Low inner resistance and High Effective Circuit Driver.</b></p> <p>Long Beam distance: Max <b>385 yard</b> beam distance</p> <p><b>Rechargeable and Power bank function:</b> Combine USB charging flashlight with Power bank function. It's both a <b>rechargeable flashlight</b> and a reliable <b>power bank</b> which can charge an <b>iPhone once.</b></p>	Royal Blue				



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	SAMPLES TO BE PROVIDED ON REQUEST			Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
	(Different ranking)		with gold ranks- Municipal logo inside- (See samples)			
73.	Formal blazer <b>EVENTS/SECURITY single breasted</b>		Black	100% Trevira wool		
74.	EVENTS/SECURITY single breasted blazer.					

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				Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
							
75.	Tunics/ with different rank markings on sleeves  	Traffic blue	100% Trevira wool				



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	SAMPLES TO BE PROVIDED ON REQUEST			Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
76.	Mens statement classic pants PA-CLA  	Black	100% Polyester			
77.	Ladies Statement Pencil skirt with slit detail: L-SS Black Comes with constructed waistband with elasticated inserts in larger sizes  					



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						Yes
78.	Ladies statement classic pants:LP-SC Black 100% Polyester fabric  					
79.	MICRO FIBRE POLO FLEECE JACKET  Anti-pull microfibre fleece traps heat and releases body moisture, Long sleeve zip front 240g Anti-pull microfibre polar fleece  	Colour Sky, black and navy				



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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
80.	<p>ALL WEATHER MAC JACK Water resistant double coated nylon with inner towelling NB * On left chest (With embroidery), Stellenbosch Municipality, Logo and Law Enforcement</p> 					
81.	<p>¾ single breast duffle coat with epaulettes, must be button in front with 2 side pockets</p> 	Traffic blue	100% wool blend			



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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
82.	CANVAS COMBAT Boot Black  	Black				
83.	COMBAT BOOT for woman Black  	Black				



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
84.	Lanyard  	Blue or black			
85.	Gloves	Navy blue	Polar fleece		
86.	Winter Scarf (Law enforcement embroidered in red at bottom-end)	Navy blue	Polar fleece		
87.	Combat trousers with piping  	Navy blue with royal blue piping	65/35		


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations	
88.	Combat shirts with piping	Navy blue with royal blue piping	65/35		
89.	Face Gas Maskers				
90.	<p>KINETIXX® COMBAT GLOVES 'X-LIGHT' - black</p>  <ul style="list-style-type: none"> <li>- light operations glove, extremely tactile, ergonomically perfect fit for the hand.-</li> <li>- synthetic leather reinforcements on back of hand</li> <li>- breathable, good grip, touchscreen capability</li> <li>- eyelets to fasten onto carabiner</li> <li>- perfect fit thanks to hook and loop closure</li> <li>- perfect for all general operations and searches requiring high degree of tactility and dexterity.</li> </ul>				



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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
91.	Police Military Tactical Vest  					
92.	Canvas Tactical Duffle Bag MENS LARGE 24" INCH DUFFEL TACTICAL MOLLE TACTICAL CARGO GEAR SHOULDER BAG CONVERTIBLE BACKPACK, RANGE BAG, CONCEALED CARRY (TACTICAL BLACK)  					

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				Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
	 <p style="text-align: center;"><a href="#">Description</a></p> <p>The 45L Duffle bag with convertible backpack straps system when utilized or stored in a zipper sleeve, while a single shoulder strap is included but also removable.</p> <p>Material: 600D High Density Polyester for daily durable use. Interior water proof PVC lining provides protection from water. Large opening main compartment, internal padded divider, multiple pockets inside of main compartment flap, 1 side zippered pockets on each side Attachment points: molle strap system on sides, buckle snap load compression/hangstraps Removable adjustable shoulder strap; Padded shoulder straps as system converts into backpack. Heavy duty no snag zippers; main handle, top handle, for better grip Dimensions: 609mm L x 304mm W x 228mm D;</p>					

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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
93.	<p><b>SOFT ANTI RIOT SUIT</b> Trade Name: Police Anti-Riot suit Model No: JQ-100</p> <p><b>DIMENSIONS</b> Gross weight - 7kg (with outer suitcase) Size – Adjustable size (One size fits all) Wearer with the height - 165cm-190cm Package dimension - 58cmX42cmX28cm; Accessories separate packaging</p> <p>Outer Fabric: Anti-fire 1000D Nylon Cordura Shell: 2.5mm thickness PP or Nylon material Lining: Polyester Fleece Fabric Inner Plastic Plate:3-4mm Thickness Inner Pad: 10-12mm Thickness Anti-Fire Rubber EPDM Foam Tape: Nylon Material Sewing Yarn: Nylon Material Total Weight: Maximum 7 KGS Working Temperature: -30°C≤ Impact resistant energy : 30J/cm2 Flexibility: Suit provides flexible body actions with easy wearing and removal.</p>			


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
				
94.	<p><b>Level IIIA PASGT Ballistic Helmet</b></p> <ul style="list-style-type: none"> <li>• <b>Material:</b> Kevlar with Durable Finish</li> <li>• <b>Balistic Standard:</b> Conforms to NIJ Level IIIA standard.</li> <li>• Must be comfortable when worn for extensive periods of time even in adverse conditions</li> <li>• Edge covered with low profile neoprene rubber extrusion</li> <li>• Adjustable Chip Strap. Compressed foam Padding inside.</li> <li>• Adjustable Harness System that can be released and removed</li> <li>• Nape Pad that is fully adjustable</li> <li>• 3 Point Chin Strap</li> <li>• Sizes Range Small – XL</li> </ul>			



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95.	<p><b>SPECTRA TACTICAL GOGGLES (or equivalent)</b></p> <ul style="list-style-type: none"> <li>• Clear, Smoke or Indoor/outdoor Lens</li> <li>• Snug fitting Goggle Type Spectacle</li> <li>• Indirect Venting</li> <li>• Changeable Head Strap</li> <li>• Black metal frames with an adjustable nosepiece.</li> <li>• Soft-touch temple tips provide additional comfort</li> <li>• Flat temples with spring hinges to wear under a helmet</li> </ul> 			
96.	<p><b>ELBOW GUARD</b></p> <ul style="list-style-type: none"> <li>• Hook and Loop Fastener</li> <li>• Rubber Non-Slip Caps</li> <li>• Protective Contoured Plastic</li> <li>• One Size Fits All</li> <li>• Colour - Black</li> </ul>			




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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
				
97.	<p><b>TACTICAL KNEE GUARD</b></p> <ul style="list-style-type: none"> <li>• Hook and Loop Fastener</li> <li>• Rubber Non-Slip Caps</li> <li>• Protective Contoured Plastic</li> <li>• One Size Fits All</li> <li>• Colour - Black</li> </ul> 			
98.	<p>Facial Masks. Law Enforcement printed on the mask.</p> 	White on blue		
99.	<p>Facial/Neck Masks. Law Enforcement printed on the mask. Must cover from the nose down to the neck.</p>	White on blue		




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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST			Compliance to specification mark in YES column, if not in NO column
		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
				
100	<p>Arm Sleeves. Law Enforcement printed on the sleeve. Must cover from the wrist up to the bicep. Price must be for a pair.</p> 	White on blue		
101	<p><b>BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER JACKET</b></p>  <ul style="list-style-type: none"> <li>• Removable Kevlar bulletproof interior liner for cleaning and maintenance.</li> <li>• Meets NIJ 3A standards that will stop a 357 Magnum, 44 Magnum, 9mm, .45, hollow point ammunition and more. Threat level 3A is the highest</li> </ul>	Black		


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations
	<p>level of protection available in soft body armor</p> <ul style="list-style-type: none"> <li>Provides identical anti-ballistic protective coverage area as a traditional law enforcement body armor vest</li> </ul> <p>Sizes from XS – 3XL Long sleeve</p>			
102	<p><b>BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER BIKER VEST</b></p>  <ul style="list-style-type: none"> <li>Removable Kevlar bulletproof interior liner for cleaning and maintenance.</li> <li>Meets NIJ 3A standards that will stop a 357 Magnum, 44 Magnum, 9mm, .45, hollow point ammunition and more. Threat level 3A is the highest level of protection available in soft body armor</li> <li>Provides identical anti-ballistic protective coverage area as a traditional law enforcement body armor vest</li> </ul>	Black		




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						Yes
	Sizes from XS – 3XL					
103	Custom Tactical Velcro ID Patch  500 Denier Nylon Fabric with hook backing Size depending on ID length (My Text to be replaced with LAW ENFORCEMENT/TRAFFIC  	White on black (Reflective)				
104	Riot complete helmet  	Black				
105	Law Enforcement shoulder flashes  	Royal blue with white printing and municipal logo				

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Item no	Supply and delivery of :Fire Department; Traffic Department and Law Enforcement uniforms  SAMPLES TO BE PROVIDED ON REQUEST					Compliance to specification mark in YES column, if not in NO column
						Yes
106	Metal and rubberized Law enforcement badge  	Gold with royal blue				
107	Balaclava	Navy blue				
108	Combat boots Law Enforcement and Traffic  	Black	Magnum /Interceptor/Bova/ Fuel combat boots			
109	Rain coat, plastic (See through) – To wear over uniform					


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		Yes	No	If complaint but slightly deviate: State deviations. If not sufficient space, attached annexure of deviations		
110	Neck ID Badge Holder features a leather bi-fold with a hook & loop closure with 33" chain to wear badge around the neck, clear window for ID on one side and cut out on opposite site for badge. The badge holder can also be worn on a belt.  	Gold and municipal logo Black holder				

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**GENERAL CLOTHING DESIGN: FIRE FIGHTING AND RESCUE CLOTHING**

**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.
- 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 rucked 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.

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- Breathable, pathogen resistant moisture barrier.
- Reflective tape: 50mm Vertical and 75mm horizontal around above ankle area lime silver as per illustration.



## MATERIAL:

- Outer Shell: Raftex FR-Meta-Para-Aramid blend.
- Moisture barrier: Breathable, pathogen resistant moisture barrier.
- Thermal Liner: Lenzing FR/Aramid blend.
- 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 and Khaki.

## 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.

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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
- 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%.

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**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 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 retroreflective/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 retroreflective/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.

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**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**

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

<b>UK</b>	12	12½	13	13½	14	14½	15
<b>EU</b>	47	48	48	49	50	50	51
<b>US</b>	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.

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- 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

**STRUCTURAL FIREFIGHTING GLOVE (Holic Carolina or equivalent)**

**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:**

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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/m<sup>2</sup> and backhand lining: 230 g/m<sup>2</sup>.

**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)
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)

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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.

**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.

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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/m<sup>2</sup>. 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

**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.

**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 fire fighting.

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**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 white<sup>1</sup>, 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.

**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.

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**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 Head band 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 coloured 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.

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**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.

**The following Wild Fire Fighting PPE is also required:**

**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) Ultra Soft, not less than 300g/m<sup>2</sup>

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**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.
- 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 Embroidered 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 (Stellenbosch Municipality) + 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.

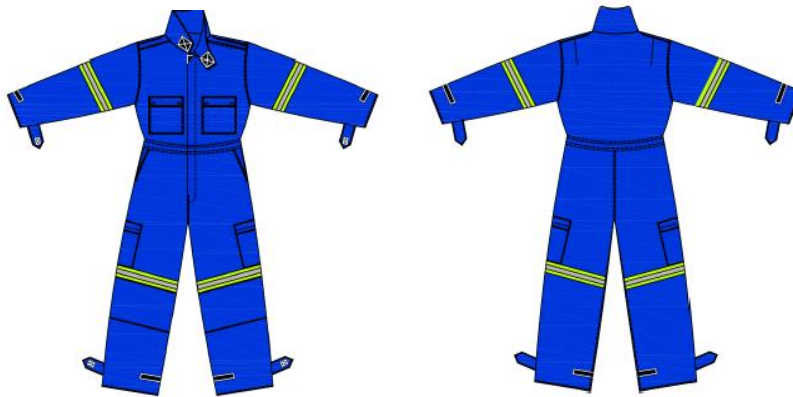
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**Wild Fire fighting Goggles**

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 fire fighting 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.

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**APPROVALS:**

**CONFORMITIES:**

Goggle 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 Bid Document.

**ADDITIONAL REQUIREMENTS:**

- Product Data Sheet to be provided
- All relevant Certification Documents to be supplied.
- 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:

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**16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS**

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS**

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



**18. PRICING SCHEDULE**

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
  2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  3. Document **MUST** be completed in non-erasable black ink.
  4. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
  5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
    - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate including VAT) must reflect the same amount.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Stellenbosch Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Stellenbosch Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'			
	YES		NO	
<b>Are you/is the firm a registered VAT Vendor</b>				
<b>If "YES", please provide VAT number</b>				

**Please note the following:**

1. Stellenbosch Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.

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## PRICING SCHEDULE:

Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
1	White Magnum Short Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms			
2	White Magnum Long Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms			
3	Navy Blue Rip stop Short Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets. (ITEM 3 AND ITEM 4 WILL BE AWARDED TO SAME SUPPLIER)			
4	Combat Rip stop Pants with two side pockets and double material on knees with <b>elastic inserts</b> on the sides of the waist (ITEM 3 AND ITEM 4 WILL BE AWARDED TO SAME SUPPLIER)			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
5	Rip stop Long Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets.			
6	Metal Fire Badge			
7	Step out tunic Black single breast, 4 pockets in front with 4 buttons with epaulettes on the shoulders and arm flashers			
8	Step out Black Pants with Red stripe on the side			
9	Ties			
10	Metal axe for tie			
11	FIRE- BLACK LADIES TIES/ TRAFFIC -BLUE LADIES TIES			
12	Lanyards – Single and Braided			
13	Monaco Golf Shirt with Fire & Rescue (Yellow) on both sleeves and Fire/Traffic/Law enforcement logo embroidered on left chest.			

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Item no	DESCRIPTION: <b>Supply of delivery of uniforms and PPE for</b> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
14	Track Suits with Fire Logo embroidered in front and Stellenbosch Fire & Rescue on the back			
15	Firemans socks, mid-calf length			
16	Officers Baseball cap with Embroidered badge on front and on peak, Fire & Rescue and Stellenbosch on the sides			
17	Fire Fighter Cap with Metal Badge			
18	Officers Peak Cap with Embroidered peak and Metal Badge			
19	Woolen Beanie with Fire & Rescue/ Law Enforcement/ Traffic Embroidered badge			
20	Cricket Hat with Fire Logo and Fire & Rescue/ Law Enforcement Embroidered			
21	Jersey Combat with Epaulettes and embroidered fire arm flashers and embroidered Fire badge left front.			
22	Pull Over with epaulettes and Fire badge embroidered left front			
23	<b>KITBAG FOR FIRE FIGHTERS PPE MATERIAL</b>			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
24	Rubber Epaulette with Various Rank markings			
25	Metal Epaulette with Various Rank markings			
26	Arm Flashes			
27	Air Force type Leather Jacket with Arm Flashes, Fire / Law Enforcement/Traffic logo on the left chest and epaulettes and two closed pockets			
28	NEW BALANCE CLASSIC TRAINING SHOES or THE EQUIVALENT			
29	Camel bak – 1,5/2 Liter Hydration pack			
30	Mattress Protector Single bed			
31	Working gloves pig skin or the equivalent			
32	TUNICS: Structural Fire Fighting tunic jacket with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
	(ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)			
33	BUNKER TROUSERS: Structural Fire Fighting trousers with moisture barrier, thermal barrier and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.  ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)			
34	FLASHHOODS with thermal protective performance - 2 ply - 29.1 cal/cm2 Material Content: 40% P84 55% Lenzing FR 5% Kevlar. Meets or exceeds NFPA 1971-2007 Edition and is UL Certified. Meets or exceeds Cal/OSHA Standards or the equivalent			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
35	Petzl Pixa II intrinsically safe Headlamp or the equivalent			
36	FIRE FIGHTING BOOTS FAL TORCH BOA WITH BOA CLOSING SYSTEM EN ISO 15090 : 2012 OR THE EQUIVALENT DTI exemption letter if local product not available			
37	Structural Fire Fighting Helmet Cairns 360 S Structural DTI exemption letter if local product not available			
38	Structural Fire Fighting helmet Heros-Titan with face shield, neck protector and helmet torch system for Heros-titan. HELMET: DTI exemption letter if local product not available			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
39	Neck Flap for Structural Fire Fighting helmet Heros-Titan			
40	Adjustable inner and hardware gear for Structural Fire Fighting helmet Heros-Titan			
41	Helmet torch for Structural Fire Fighting helmet Heros-Titan			
42	Visor and sun visor for Structural Fire Fighting helmet Heros-Titan			
43	Servus fire fighting boots or equivalent			
44	MSA SLIMVIEW SPLASH AND DUST GOGGLES OR THE EQUIVALENT			
45	Personal Rope: Diameter (mm) 8 Weight (g/m) 39.8 / Min Strength (da N) 1640 CE Approval 1019 / EN Approval 564. OR THE EQUIVALENT			
46	Magnum Trousers with stitching in the front and the back			

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		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
47	Short sleeve shirts with epaulettes 2 pockets			
48	Long sleeve shirts with epaulettes 2 pockets			
49	Long sleeve jerseys with epaulettes			
50	Pull over with epaulettes			
51	Lightweight socks (short)			
52	Ladies skirt			
53	Ladies Formal Pants			
54	TRAFFIC BLUE RAIN JACKETS & RAIN PANTS			
55	TRAFFIC BLUE COMBAT PANTS			
56	Opti- fresh socks Magnum long socks			
57	SLEEVELESS BEAU FLEECE			
58	Web belt			
59	Combat pants			
60	Ladies sheer panty house			
61	Ladies handbag			
62	Ladies felt hat with Stellenbosch Traffic /Law Enforcement			

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NAME OF FIRM			



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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
	emblem			
63	Batons with pouch			
64	Gumboots with zip on inside			
65	Motorbike helmets			
66	Motorbike gloves			
67	Ladies shoe 51400 or (equivalent to Green cross)			
68	Men shoe 71512 or (equivalent to Green cross)			
69	Men`s Bronx shoe with laces			
70	Officers cap Traffic Blue			
71	B4m Led flashlight 1200 Lm			
72	Rank Structure of Law Enforcement (Different ranking)			
73	Formal blazer <b>EVENTS/SECURITY single breasted</b>			
74	EVENTS/SECURITY single breasted blazer.			

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Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
75	Tunics/ with different rank markings on sleeves			
76	Mens statement classic pants PA-CLA			
77	Ladies Statement Pencil skirt with slit detail: L-SS Black Comes with constructed waistband with elasticated inserts in larger sizes			
78	Ladies statement classic pants:LP-SC Black 100% Polyester fabric			
79	MICRO FIBRE POLO FLEECE JACKET			
80	ALL WEATHER MAC JACK			
81	¾ single breast duffle coat with epaulettes, must be button in front with 2 side pockets			
82	CANVAS COMBAT Boot Black			
83	COMBAT BOOT for woman Black			
84	Lanyard			
85	Gloves			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



# STELLENBOSCH

STELLENBOSCH • PNIEL • FRANSCHHOEK

MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Item no	DESCRIPTION: <b>Supply of delivery of uniforms and PPE for</b> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
86	Winter Scarf (Law enforcement embroidered in red at bottom-end)			
87	Combat trousers with piping			
88	Combat shirts with piping			
89	Face Gas Maskers			
90	KINETIXX® COMBAT GLOVES 'X-LIGHT' - black			
91	Police Military Tactical Vest			
92	Canvas Tactical Duffle Bag			
93	<b>SOFT ANTI RIOT SUIT</b> and removal.			
94	<b>Level IIIA PASGT Ballistic Helmet</b>			
95	<b>SPECTRA TACTICAL GOGGLES (or equivalent)</b>			
96	<b>ELBOW GUARD</b>			
97	<b>TACTICAL KNEE GUARD</b>			
98	Facial Masks. Law Enforcement printed on the mask.			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**STELLENBOSCH**

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
99	Facial/Neck Masks. Law Enforcement printed on the mask. Must cover from the nose down to the neck.			
100	Arm Sleeves. Law Enforcement printed on the sleeve. Must cover from the wrist up to the bicep. Price must be for a pair.			
101	<b>BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER JACKET</b>			
102	<b>BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER BIKER VEST</b>			
103	Custom Tactical Velcro ID Patch			
104	Riot complete helmet			
105	Law Enforcement shoulder flashes			
106	Metal and rubberized Law enforcement badge			
107	Balaclava			
108	Combat boots Law Enforcement and Traffic			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			





**STELLENBOSCH**

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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

Item no	DESCRIPTION: <u>Supply of delivery of uniforms and PPE for</u> Fire Department; Traffic Department and Law Enforcement uniforms	Unit price including 15% VAT		
		YEAR 1 2020/2021	YEAR 2 2021/2022	YEAR 3 2022/2023
109	Rain coat, plastic (See through) – To wear over uniform			
110	Neck ID Badge Holder features a leather bi-fold with a hook & loop closure with 33” chain to wear badge around the neck, clear window for ID on one side and cut out on opposite site for			
111	Light weight Bunker Suit (Bush Fire Suit)			
112	Structural firefighting glove (Carolina or equivalent)			
113	Fire fighting overall (Jump suit)			
114	Wild Fire fighting Goggles			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**19. DECLARATION BY TENDERER**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).



**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

## 4. ANNEXURE D

### 4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## 5. ANNEXURE E

### 5.1. Guidelines to completing Annexure E: “Local Content Declaration- Supporting Schedule to Annexure C”

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.



**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.