

Bid Notice

**STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR BSM 53/22
SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL PROTECTIVE CLOTHING AND
PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025.**

TENDER NUMBER: **BSM 53/22**
DESCRIPTION: **SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL
PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025.**

CLOSING DATE: **16 May 2022**
CLOSING TIME: **Bids will be opened in the Council chambers or SCM boardroom at 12h00. Due to Covid -19 restrictions, opening
of tenders to the public will not take place, but the opening register will be posted on the municipality website,
immediately thereafter.**

INFORMATION:

Tender Specifications: Martin Kok; 021 808 8638; email: Martin.Kok@stellenbosch.gov.za
CM Requirements: Gerald Kraukamp; 021 808 8519; email: Gerald.Kraukamp@stellenbosch.gov.za
Office hours for collection: 08h00-15h30

A **compulsory clarification meeting** will be held at the Beltana Depot (Bidders gather in the parking area) on the **6 May 2022 at 15:00**. Due to Covid 19 restrictions a limited number of bidders may attend the compulsory meeting and it is therefore requested that only one representative per company attend. A notice of intention must be submitted by email to Martin.Kok@stellenbosch.gov.za by **4 May 2022 before 15:00** to enable the department to determine if more than one meeting must be scheduled. If more than one meeting is scheduled, a time will be allocated to the tenderers and a tenderer can only attend on the allocated time. Only bidders registered will be allowed to attend the compulsory meeting. No walk in attendance will be permitted. Tenderers who fail to notify on time or do not attend the compulsory session will be regarded as non-compliant. Bidders must wear masks, bring their own pen and maintain the prescribe distance between them.

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 14 April 2022**. 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. **Please note that the requirements in terms of local production and content are fully contained in the tender document.**

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 **"BSM 53/22 SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025."** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town Hall Complex, 17 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, local content and relevant specification 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:

Price	80
B-BBEE status level of contribution	20
Total points for Price and B-BBEE	100

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

1. This Tender is subject to the Standard Conditions of Tender 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 Alternatively hard copies of the document are obtainable from the office of the SCM unit, Stellenbosch Municipality 1st floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee of R405.00 per document.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER KENNISGEWING

STELLENBOSCH NOOI U VIR DIE VOLGENDE TENDER : B/SM 53 /22

VERSKAF, AFLEWERING EN AFLAAI VAN SABS GETOETSE EN GOEDGEKEURDE PERSOONLIKE BESKERMINGSKLERE EN PERSOONLIKE BESKERMINGSTOERUSTING TOT 30 JUNIE 2025.

TENDER NOMMER: **B/SM 53/22**
BESKRYWING: **VERSKAF, AFLEWERING EN AFLAAI VAN SABS GETOETSE EN GOEDGEKEURDE PERSOONLIKE BESKERMINGSKLERE EN PERSOONLIKE BESKERMINGSTOERUSTING TOT 30 JUNIE 2025.**

SLUITINGSdatum: **16 Mei 2022.**

TYD VAN SLUITING: **12h00.** Tenders sal oopgemaak word in die Raadsaal of in die Voorsieningskanaalbestuurs Komiteekamer. **As gevolg van die Covid -19 beperkinge sal die opening van die tenders vir die publiek nie plaasvind nie, maar die openingregister sal onmiddellik daarna op die website geplaas word.**

NAVRAE:

Tender spesifikasies: **Martin Kok; 021 808 8638; epos: Martin.Kok@stellenbosch.gov.za**

Vkb vereistes: **Gerald Kraukamp; 021 808 8519; epos: Gerald.Kraukamp@stellenbosch.gov.za**

Kantoor Ure: **08h00-15h30**

n Verpligte toeligtingsvergadering sal op 6 Mei 2022 om 15:00 by die Beltana Depot (Bidders kom bymekaar in die parkeer area). Weens die beperking van Covid -19 mag n beperkte aantal tenderaars die verpligte vergadering bywoon en daarom word versoek dat slegs een verteenwoordiger per maatskappy die vergadering bywoon. n Kennisgewing van voornemende tenderaars moet teen **4 Mei 2022 voor 15:00** per e-pos ingedien word na Martin.Kok@stellenbosch.gov.za om die departement in staat te stel om te bepaal of meer as een vergadering geskeduleer moet word. As daar meer as een vergadering geskeduleer is, sal 'n tyd aan die tenderaar toegeken word en die tenderaar kan slegs die vergadering op daardie betrokke tyd bywoon. Slegs geregistreeerde tenderaars mag die verpligte vergadering bywoon. Geen instap sal toegelaat word nie. Tenderaars wat nie die verpligte inligtingssessie bywoon, sal gediskwalifiseer word.. Tenderaars moet maskers dra, hul eie pen saambring en die voorgeskrewe afstand tussen mekaar handhaaf. Tenderaars wat nie op tyd kennis gegee het nie, of die verpligte inligtingssessie bywoon nie, sal nie in ag geneem word nie.

Plaaslike produksie en inhoud is van toepassing op hierdie bod. Bieërs moet die wisselkoers wat om **12:00 op 14 April 2022**, 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. **Neem kennis dat die vereistes in terme van die plaaslike produksie en inhoud volledig in die tender dokument vervat is.**

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: **"BSM 53/22: VERSKAF, AFLEWERING EN AFLAAI VAN SABS GETOETSE EN GOEDGEKEURDE PERSOONLIKE BESKERMINGSKLERE EN PERSOONLIKE BESKERMINGSTOERUSTING TOT 30 JUNIE 2025."** op die koevert, moet geplaas word in die Tenderbus by die kantore van Stellenbosch Munisipaliteit, Pleinstraat, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tendraanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer in terme van Algemene Kontrakvoorwaardes, die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit, plaaslike produksie en relevante spesifikasies en die Voorkeurverkrigings Regulasies, 2017 en soos 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:

Prys	80
BBSEB	20
Totale punte	100

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 geregistreeer 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 Tondernommer, wat in die tenderbus voor sluitingstyd geplaas word. Versuim sal tot gevolg hê dat die tender ongeldig is.

Tenderdokumente, in Engels, is verkrygbaar by die kantoor van die Voorsieningskanaalbestuurseenheid, Stellenbosch Munisipaliteit, 1ste Vloer, Pleinstraat, Stellenbosch na betaling van 'n nie-terugbetaalde tenderdeelnametrooi van R405.00 per dokument. Alternatiewelik mag die dokument gratis afgelaai word vanaf die webblad www.stellenbosch.gov.za.

G Mettler (Me)
MUNISIPALE BESTUURDER



TENDER NO.: B/SM 53/22

SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025.

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	<u>Rate Based Tender</u>
BBBEE LEVEL	

APRIL 2022

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Martin Kok
Accountant: Stores

Tel. Number: **021 808 8638**



1. TENDER NOTICE & INVITATION TO TENDER

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MUNISIPALE BESTUURDER



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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.

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LET WEL: Hierdie tender sal geëvalueer in terme van Algemene Kontrakvoorwaardes, die Voorsieningskanaal Bestuursbeleid van Stellenbosch Munisipaliteit, plaaslike produksie en relevante spesifikasies en die Voorkeurverkrigings Regulasies, 2017 en soos op 20 Januarie 2017 deur die Minister van Finansies in Staatskoerant No 40553 afgekondig is.

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

Prys	80
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Totale punte	100

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;
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G Mettler (Me)
MUNISIPALE BESTUURDER



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	B/SM 53/22	CLOSING DATE:	16 May 2022	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
3. TOTAL NUMBER OF ITEMS OFFERED		4. TOTAL BID PRICE	R
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	SCM	CONTACT PERSON	Martin Kok
CONTACT PERSON	Gerald Kraukamp	TELEPHONE NUMBER	021 808 8638
TELEPHONE NUMBER	021 808 8519	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Martin.Kok@stellenbosch.gov.za
E-MAIL ADDRESS	Gerald.Kraukamp@stellenbosch.gov.za		



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

.....



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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:

Certificate of Clarification/Virtual Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Stellenbosch Municipality?	Yes	No
Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
MBD 5 - Is the form duly completed and signed?	Yes	No
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate issued by a Verification Agency accredited by SANAS or the original Sworn Affidavit attached?	Yes	No
MBD 6.2 (Local Content) - Is the form duly completed and signed? Guidance Document for the Calculation of Local Content attached for information purposes?	Yes	No
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No
Form of Indemnity - Is the form duly completed and signed?	Yes	No
Pricing Schedule - Is the form duly completed and signed?	Yes	No
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

NB: Please note that no latecomers will be allowed.

*For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be **disqualified***

Bidders who fail to provide their contact details 48 hours prior to the meeting, will be regarded as **non-compliant**



4. 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
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:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



6. 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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 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.
- 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 purchase 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.



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)



7. 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.

11 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 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

Centralised Supplier Database No. MAAA.....



8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority 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.	Full Name of bidder or his or her representative												
3.2.	Identity Number												
3.3.	Position occupied in the Company (director, shareholder ² etc.)												
3.4.	Company Registration Number												
3.5.	Tax Reference Number												
3.6.	VAT Registration Number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ 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.

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



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	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?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	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?	YES		NO	
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 ³ 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			

³ 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.



9. MBD5 – DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?	YES		NO	
1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.				
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES		NO	
2.1. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.				
2.2. If yes, provide particulars.				
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES		NO	
3.1. If yes, furnish particulars				
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES		NO	
4.1 If yes, furnish particulars				
CERTIFICATION I, the undersigned (name) _____, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.				
SIGNATURE		DATE		
NAME (PRINT)				
CAPACITY				
NAME OF FIRM				



10.MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – 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.

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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.

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 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.

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



2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“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;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT



4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

- 5.1 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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 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 relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING



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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) 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 least 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		
OR		
Any EME		
Any QSE		

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the



-
- other side) rule has been applied; and
 (e) forward the matter for criminal prosecution.

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



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

Add to the final document the template

BSC committee meetings,

Templates:

Guideline Calculation of Local Content_20200211



10. 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%20development/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, Textile, Leather, 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	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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

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 53/22: SUPPLY, DELIVERY AND OFFLOADING OF SABS TESTED AND APPROVED PERSONAL PROTECTIVE CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT UNTIL 30 JUNE 2025. 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.

- (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 (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		

SATS 1286.2011

(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

		Calculation of local content					
Tender Item No's	List of Items	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	ROYAL BLUE OVERALL JACKET						
2	ROYAL BLUE OVERALL PANTS						
3	LADIES ROYAL BLUE OVERALL JACKET						
4	LADIES ROYAL BLUE TROUSERS CLOSURES CONCEALED BRASS ZIP:						
5	HIGH VISIBILITY JACKET WITH REFLECTIVE STRIP						
6	PAINTERS OVERALL						
7	BLAIZED DENIM PANTS						
8	BLAIZED DENIM JACKET						
9	D59 FLAME AND ACID RESISTANT OVERALL OR SIMILAR						
10	SAFETY HARNESS						

[illegible]

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31	LADIES SAFETY BOOT CATE OR SIMILAR												
32	LADIES SAFETY SHOE NICOLE SISI OR SIMILAR												
33	BLACK/GREEN/NAVY GUM BOOT WITH STEEL TOE TIP												
34	RAIN SUIT : OIL SKIN												
35	WATT TWO TONE RAIN SUIT LIME/ORANGE/NAVY : OR SIMILAR												
36	VENTURE PADDED JACKET												
37	BECK ZERO THERMAL JACKET FLAME RESISTANT (SABS APPROVED)												
38	MENS JEANS ORIGINAL												
39	LADIES DENIM JEANS												
40	LADIES BONNIE LEE JEANS OR SIMILAR												
41	CRICKET BRIM HAT												
42	6 PANEL BASEBALL CAP OR SIMILAR												
43	SUN VISOR PEAK CAP												
44	NAVY BEANIE:												
45	GOLF SHIRT – Short Sleeve												
46	LADIES GOLF SHIRT – Short Sleeve												
47	GOLF SHIRT – Short Sleeve												
48	PACIFIC GOLF SHIRT- LONG SLEEVE												
49	T-SHIRTS (Crew Neck)												
50	LADIES VENTURE BUSH SHIRT : SKU: LBS2												

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73	LEATHER BELT								
74	SOCKS								
75	THICK SOCKS								
76	LONG SLEEVE SHIRT								
77	REFLECTIVE JACKETS								
78	JACKET WITH SMART FRONT ZIP								
79	LEATHER JACKETS								
80	RAIN JACKETS & RAIN PANTS								
81	LEATHER BELT								
82	BONDED LEATHER BELT								
83	COMBAT TROUSERS								
84	JUMP SUIT								
85	LONG SLEEVE JERSEY								
86	WEB BELT								
87	TACTICAL BELT								
88	JOE JACKET								
89	Hand gloves Navy blue Polar fleece								
90	Kelvar Glove								
91	Batons with pouch								
92	Black Tonfa baton								
93	Extendable baton with pouch								
94	Stun baton								



95	Law Enforcement name tag Royal blue with white printing and municipal logo												
96	Law Enforcement identity shield with name and batch number Gold and municipal logo												
97	Lanyards Blue												
98	Gearkeeper Low Tension Retractable Firearm Retention Lanyard Black												
99	Beret Navy Blue												
100	<i>Magnum Cap</i>												
101	Leather holster for clock 17 with quick release thump break to fit web belt.												
102	Leather Magazine Holster Glock 17 2 Clips												
103	Leather holster for CZ 75 with quick release thump break												
104	Leather Magazine Holster for CZ 75												
105	HANDCUFF POUCH Webbing pouch with rounded bottom.												
106	Leg Holster DROP LEG WRAP HOLSTER												
107	Riot arm and shoulder protector gear Black												
108	Riot leg protector Black												
109	Riot complete helmetBlack												
110	Mace Police Triple Action												

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125	BLACK LEATHER BELT								
126	GOLD BREAST STAR –								
127	TRAFFIC BLUE BASEBALL CAPS								
128	S.W.A.T. PEPPER SPRAY								
129	HAND CUFFS WITH POUCH								
130	TORCHES MAGLITE HEAVY DUTY & RECHARGEABLE – LIGHTSAVER								
131	TRAFFIC BLUE SHOULDER FLASHES								
132	GOLD NAME TAG								
133	TRAFFIC BLUE BASEBALL CAP -								
134	LIME & YELLOW TRAFFIC REFLECTIVE HAND GLOVES								
135	WHITE TRAFFIC POINT DUTY GLOVES –								
136	NAVY BLUE FREEZER JACKETS -								
137	TRAFFIC BLUE MAGNUM PEAK CAP								
138	GOLD CAP BADGE								
139	ROYAL BLUE PLAIN EPUALETES								
140	ROYAL BLUE EPUALETES								
141	ROYAL BLUE EPUALETES								
142	ROYAL BLUE EPUALETES								
143	ROYAL BLUE EPUALETES								



144	ROYAL BLUE EPUALETES												
145	TRAFFIC BLUE BULLET PROOF JACKET												
146	ROYAL BLUE TRAFFIC WARDEN EPUALETES												
147	BRUSH CUTTER FACE SHIELD WITH EARMUFFS												
148	BRUSH CUTTER FACE SHIELD												
149	BRUSHCUTTER PANTS												
150	EARMUFFS B CUTTER												
151	CHAINSAW PANTS												
152	EARMUFFS CHAINSAW HEADPROTECTION												
153	CHAIN SAW GLOVES												
154	CHAINSAW BOOTS												
155	CHAINSAW LOGGING JACKET												
156	CHAINSAW HELMET WITH CLEAR FACE COVER AND EAR PROTECTION												
157	HEADLAMP												
158	KHAKI BUSH LONGSLEEVE SHIRT												
159	2 IN 1 COMBAT (CARGO) KHAKI PANTS												
160	POLYESTER BUFFS												
161	BRUSCHUTTER HARNESS												
162	ARC FLASH GARMENT GOLF SHIRT (Short sleeve)												
(C20) Total tender value													



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SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

Attach additional pages if more space is required

(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		



ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

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

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)
(D19) Total exempt imported value	
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)
(D32) Total imported value by tenderer	



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 rd 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 rd 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)

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

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

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

This total must correspond with Annex C – (C23)



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

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

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

(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



11. 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.


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4.1	<p>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?</p> <p><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></p>	Yes	No
-----	--	-----	----



4.1.1	If so, furnish particulars:
-------	-----------------------------


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4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i></p>	Yes	No
4.2.1	If so, furnish particulars:		


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4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	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:			



12. 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).⁴ 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;

⁴ 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.



- 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 consortium⁵ 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:			

⁵ 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.



13. 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.

Signature	Position	Date



14. 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:	



15. 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:	



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PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

1. Introduction

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

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, delivery and offloading 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.

4. Local Content is applicable to the tender

PRODUCT	LOCAL CONTENT THRESHOLD
CLOTHING/ TEXTILE /LEATHER /FOOTWEAR (As per Department of Trade and Industry)	100%
ANY METAL PLATES AND FASTENERS (As per Department of Trade and Industry)	100%



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	Evaluation Criteria/Portfolio of Evidence	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.			Tenderer supply confirmation letter that items offered are SANS/SABS approved (compliant) and in line with specifications as per the tender.	
5.1.2.	Tenderer will be able to supply the quantities as listed in the specifications.			Tenderer attach proof of previous contracts which include contact details of minimum three organisations or businesses where similar quantities were supplied.	
5.1.3.	Personal Protective Clothing and Equipment are compliant to local content as stipulated by Department Trade and Industry.			Tenderer attach letter from DTI that items offered by the tenderer comply with the DTI local content requirements.	
5.1.4.	Samples of each item offered and tendered for (only per item) can be delivered to Stellenbosch Municipality for evaluation purposes. Note: Rise per size will not be considered.			Compliant Bidders/Tenderers must provide Stellenbosch Municipality with samples of each item offered and tendered for. (Not per size only per item). Tenderer must attach a list of the items offered of which samples will be delivered. This list will be used for acknowledgement of receipt of the sample items submitted by	



5.1. Minimum Requirements:		Please indicate with and “X” whether the offer complies with the requirements.			
		YES	NO	Evaluation Criteria/Portfolio of Evidence	Comment
				Compliant Bidders/Tenderers.	
5.1.5.	If appointed as the successful bidder the sample items may remain with Stellenbosch Municipality for continuous evaluation purposes during the duration of the contract.			Tenderer attach confirmation letter that if appointed as the successful bidder sample items may remain with Stellenbosch Municipality for continuous evaluation during the duration of the contract	
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.			Tenderer attach a 6-month warranty for all items offered and tendered for.	
5.1.7.	Delivery can 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)			Tenderer submit written confirmation that clothing can be delivered within 4 – 6 weeks and that delays will be communicated timeously.	



Information to be provided by the Tenderer

- 5.2. Completed Tender Form (including Pricing Schedule)
- 5.3. Tenderer supply confirmation letter that items offered are SANS/SABS approved (compliant) and in line with specifications for Quality Assurance purposes.
- 5.4. Tenderer attach proof of previous contracts which include contact details of minimum three organisations or businesses where similar quantities were supplied.
- 5.5. Compliant Tenderers will be requested to supply Stellenbosch Municipality with samples of each item offered and tendered for (only 1 (one) sample per item).
- 5.6. Compliant tenderers must provide a list of the sample items that will be delivered. The list to be used as the acknowledgement of receipt of the sample items upon delivery to Stellenbosch Municipality.
- 5.7. Tenderer attach a 6-month warranty for all items offered and tendered for.
- 5.8. Tenderer submit written confirmation that clothing will be delivered within the stipulated delivery period of 4-6 weeks.

6. General

- 6.1. Compulsory Clarification meeting will be held as stipulated in the tender notice.
- 6.2. Packaging of all items shall be neat and strong enough to contain the items. Clothing items shall be separately packaged; e.g. 1 item per plastic sleeve. (No additional cost will be paid for packaging and must be included in the bid price.)
- 6.3. The municipality reserves the right to order quantities according to its requirements. Quantities provided are for information purposes only.
- 6.4. No part deliveries will be accepted, and Tax Invoices must accompany all deliveries.
- 6.5. Delivery of items will be at Stellenbosch Municipality, Beltana Store, Helshoogte Rd, Stellenbosch
- 6.6. Contract period will be from date of implementation until 30 June 2025
- 6.7. Tender is valid for 180 days



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Evaluation/Instructions:

Bid will be evaluated per item.

Only complete items that you can offer to the Stellenbosch Municipality.

Please use the average amount of the item from size XS to 5XL etc.

Price rise per size will not be considered.

7. TECHNICAL REQUIREMENTS / SPECIFICATIONS AND PRICING SCHEDULE

DIRECTORATE: INFRASTRUCTURE SERVICES



No.	Description / Specification	Item Image	Sizes	Unit Price (Incl. VAT) 1 July2022- 30 June 2023	Unit Price (Incl. VAT) 1 July2023- 30 June 2024	Unit Price (Incl. VAT) 1 July2024 30 June 2025	Average Price
1	ROYAL BLUE OVERALL JACKET <i>(With embroidery, Logo and Stellenbosch Municipality)</i> Reflector Strips on arms, back and legs 100% Cotton SABS Approved Minimum Weight: 300g Full front zip 3 pockets Triple stitched jacket Reinforced bar tacking seams and all pressure points SABS approved	Qty: +/- 500 and more 	28 - 56				

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



2	<p>ROYAL BLUE OVERALL PANTS</p> <p>Reflector Strips on arms, back and legs 100% Cotton; SABS Approved Minimum Weight: 300g</p> <p>Pants 2 front pockets 1 back pocket & 1 side pocket Triple stitched pants</p> <p>Reinforced bar tacking seams and all pressure points Elastic waist band</p>	<p>Qty: +/- 500 and more</p> 	28 - 56				
3	<p>LADIES ROYAL BLUE OVERALL JACKET</p> <p>Fabric 65/35 poly cotton 19mm reflective tape lime Closures concealed brass zip: Pockets: press stud breast pockets with pen division: Stitching triple stitch stress seams:</p>		28 - 56				

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



4	LADIES ROYAL BLUE TROUSERS CLOSURES CONCEALED BRASS ZIP: Pockets: press stud breast pockets with pen division: Stitching triple stitch stress seams:		28 - 56				
5	HIGH VISIBILITY JACKET WITH REFLECTIVE STRIP		28 - 56				

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



6	PAINTERS OVERALL Monza chest pocket with single top-stitching throughout Pants have ½ elasticated waistband, two side pockets, one back pocket Triple-stitched inner leg, back and front rise 190g Poly Cotton Twill fabric	 Qty: +/- 20 and more	28 - 56				
7	BLAIZED DENIM PANTS <i>Reflector Strips on legs</i> 100% Cotton Weight: 340 GSM Triple stitch inner leg and crouch Trouser pocketing Extra-large pockets	 Qty: +/- 200 and more	28 - 56				

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8	BLAIZED DENIM JACKET <i>(With embroidery, Logo and Stellenbosch Municipality)</i> Reflector Strips on legs, arms and back Weight: 340 GSM Triple stitch Jacket top pocket with flap & stud Double-stitched around shoulder & chest Side slit on jacket Extra-large pockets	Qty: +/- 200 and more 	28 - 56				
9	D59 FLAME AND ACID RESISTANT OVERALL OR SIMILAR <i>(With embroidery) Logo and Stellenbosch Municipality</i> Reflector Strips on arms, back and legs 300g 100% cotton with acid and SABS approved fabric chemical treated to resist heat and sparks and repel acid splashes, oil and water / All style features and fabric construction are to SABS specification / 50mm reflective flame-retardant tape on arms for increased visibility / Elasticized sleeve cuffs / Triple needle stitching for extra strength / Side vents for ease of movement	Qty: +/- 50 and more 	28- 56				

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



10	SAFETY HARNESS SAFETY HARNESS FOR ELECTRICAL OVERHEAD LINE WORK OFFER FOR MEN HARNESS AND LADIES HARNESS	Qty: +/- 50 and more 	SIZE TO FIT SMALL MEDIU M LARGE				
11	SAFETY GOGGLES FOR EYE PROTECTION - Goggle with polycarbonate lens - Polyvinyl chloride frame - This model has In-Direct dual vents in the goggle housing to provide ventilation for the wearer.	Qty: +/- 50 and more 	OSFA				
12	HIGHWAY WAIST COAT (With Logo and Stellenbosch Municipality) 120g 100% Polyester Full-Zip front Front & Back reflective tape	Qty: +/- 100 and more 	XS – 5XL				

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



13	WAIDER <i>Water Resistant</i> <i>Cross over straps over shoulders</i> <i>All in one including feet</i>	Qty: +/- 100 and more 	SHOE SIZES 3 - 12				
14	CRAYFISH GLOVES Latex rubber coated crayfish gloves or similar High Abrasion Resistance High Contact Protection High Cut Resistance High Grip Power Colour UV Resistance Lint Free & Washable 100% Cut 5 fibre Ultra grip crinkle latex coating Seamless ergonomic liner Composite knitted wrist	Qty: +/- 500 and more 	XS – 5XL or OSFA				

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15	POLYUTHERANE GLOVES FOR REFUGE REMOVAL	Qty: +/- 100 and more 	XS – 5XL or OSFA				
16	PVC ELBOW GLOVES PVC gloves elbow length Open cuff Smooth palm For construction and mining	Qty: +/- 100 and more 	XS – 5XL or OSFA				
17	TOTAL QUANTITY ORDERED WILL BE ± 50 AND MORE Rubber high voltage insulation electrical gloves Elbow length 1000v	Qty: +/- 100 and more 	XS – 5XL or OSFA				

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



18	Household Gloves Diamond pattern palm provides grip 10cm Flute cuff allows the glove to breathe and provides a good seal over chemical protective suit or on hands Diamond pattern wrist cuff and flock lining assists with ease of removal of gloves Flock lined, reusable Waterfall yellow latex with wiring thumb Diamond pattern palm and wrist Cotton flock lined latex	Qty: +/- 50 and more 					
19	FREEZER GLOVES Gloves Freezer PVC Cold Store, with Fur Lining	 Qty: +/- 50 and more					

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



20	GARDENER GLOVES Diamond groove rubber coated Provides grip when handling slippery or abrasive objects Protects hands against cut and puncture hazards Rubber coated palm & fingers Cotton liner Composite knit wrist	 Qty: +/- 50 and more					
21	DUST MASKS Conformity: Meets the FFP2 requirements of EN 149. EC Certificate Number 560229, issued by BSi Product Certification. Performance: Offers a assigned protection factor (APF) of 10 x Workplace Exposure Limit (WEL) for fine non-toxic dusts, fibres, fumes and mists. Materials: Man made fibres Polystyrene exhalation valve with rubber Diaphragm	Qty: +/- 200 and more 	OSFA				

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



22	BOVA BREMEN SHOE OR SIMILAR Leather upper safety shoe with steel toe capping	Qty: +/- 100 and more 	3 - 13				
23	BOVA AMATHOLE OR SIMILAR Full Grain Leather upper with synthetic tongue and collar. Padded collar for additional comfort and support.	 Qty: +/- 100 and more	3 - 13				
24	BOVA MUNICH BOOT / TRAX STYLE BOOT OR SIMILR Leather upper safety boot with steel toe capping	Qty: +/- 100 and more 	3 - 13				

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



25	BOVA FIREWALK / NEBULA / DROGUE / ROCNA OR SIMILAR (Eskom Spec) Wide fitting steel toe cap. Heat, oil and acid resistant PU/Rubber sole Heat resistant to 300 degrees C NON-CONDUCTIVE RUBBER Manufactured for extreme heat and risk for electrical shock	Qty: +/- 20 and more 	3 - 13				
26	LE MAITRE FALCON OR SIMILAR Full Grain Leather Upper with synthetic tongue and collar. Padded collar for enhanced comfort and improved defense against debris	Qty: +/- 50 and more 	3 - 13				
27	LINDSAY BOVA OR SIMILAR- LADIES SAFETY SHOE BLACK OR BROWN With steel toe capping	Qty: +/- 50 and more 	3 - 12				

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SIGNATURE:		DATE:	



28	SPORT / TRAIL SAFETY SHOE OR SIMILAR With steel toe capping	Qty: +/- 50 and more 	3 - 13				
29	CHELSEA BOOT OR SIMILAR BLACK OR BROWN With steel toe capping	Qty: +/- 50 and more 	3 - 13				
30	LADIES SPORT SAFETY SHOE WITH STEEL TIP OR SIMILAR With steel toe capping	 Qty: +/- 20 and more	3 - 12				
31	LADIES SAFETY BOOT CATE OR SIMILAR Full grain leather padded collar/tongue for comfort & support. Anti-static Midsole shank reinforcement for arch support. Sole Dual density heat resistant up to 95% Toe Cap: Steel toe cap	 Qty: +/- 50 and more	2 - 8				

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



32	LADIES SAFETY SHOE NICOLE SISI OR SIMILAR Full grain leather padded collar/tongue for comfort & support. Anti-static Midsole shank reinforcement for arch support. Sole Dual density heat resistant up to 95% Toe Cap: Steel toe cap	 Qty: +/- 50 and more	2 - 8				
33	BLACK/GREEN/NAVY GUM BOOT WITH STEEL TOE TIP 	Qty: +/- 50 and more 	3 - 13				
34	RAIN SUIT : OIL SKIN STUDS NO ZIP; HOODY with Reflector strips on arms, legs, mid waist, back, chest INDUSTRIAL STRENGTH - Colour: Lime or orange	 Qty: +/- 20 and more	XS – 5XL				

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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



35	WATT TWO TONE RAIN SUIT LIME/ORANGE/NAVY : OR SIMILAR With hoody Reflector strips on Arms, legs, mid waist, back, chest Colour: Lime or orange	Qty: +/- 100 and more 	XS – 5XL				
36	VENTURE PADDED JACKET (With embroidery, Logo and Stellenbosch Municipality) Orange/Navy or Yellow/Navy Reflector strips middle back and arms Padded inner with Hoody and Water resistant	Qty: +/- 100 and more 	XS – 5XL				
37	BECK ZERO THERMAL JACKET FLAME RESISTANT (SABS APPROVED) Water resistant 210D nylon outer Thermo-guard padding Comfortex lining Hip pockets with monza flaps Chunky nylon zip Elasticated sleeves to retain warmth 50mm plain silver reflective tape Hood options: detachable or concealed or fixed Reflector strips High visible - Lime/Navy (With embroidery, Logo and Stellenbosch Municipality)	 Qty: +/- 80 and more	XS – 5XL				

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38	MENS JEANS ORIGINAL Enzyme washed 100% cotton 12.5 Ounce 5 pockets Western Style Length: 79cm	Qty: +/- 100 and more 	26 - 56				
39	LADIES DENIM JEANS : SKU: LJF1 High Quality Denim 98% Cotton and 2% spandex Subtle bootleg flare Classic five pocket style Complementary top stitching	Qty: +/- 100 and more 	26 - 56				
40	LADIES BONNIE LEE JEANS OR SIMILAR <ul style="list-style-type: none"> • High Quality Denim • 98% Cotton and 2% spandex • Subtle bootleg flare • Classic five pocket style Complementary top stitching	Qty: +/- 100 and more 	26 - 56				

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



41	CRICKET BRIM HAT <i>(With embroidery) Logo and Stellenbosch Municipality</i> Reflective binding on edge Inner sweatband; Cord and stopper Navy, Khaki or Hi-Visibility colours (Neon). Fabric. 100% Polyester <u>NB! Fade resistant</u>	Qty: +/- 100 and more 	S – 5XL				
42	6 PANEL BASEBALL CAP OR SIMILAR <i>(With embroidery, Logo and Stellenbosch Municipality)</i> Heavy brushed cotton fabric Structured, 6 Panel; Low profile; Velcro closure NB!!! FADE RESISTANT	Qty: +/- 100 and more 	OSFA				
43	SUN VISOR PEAK CAP With elastic or velcro closure Sweatband inner lining <i>(With embroidery) Logo and Stellenbosch Municipality</i> Colours: Navy, Royal, Black, Red, Green, Khaki, Charcoal, White	 Qty: +/- 50 and more	OSFA				

PRINT NAME:			
CAPACITY:		Name of firm	
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44	NAVY BEANIE: [FLEECE OR KNITTED] <i>(With embroidery, Logo and Stellenbosch Municipality)</i>	Qty: +/- 100 and more 	OSFA				
45	GOLF SHIRT – Short Sleeve <i>(NB * With pocket and logo on left chest), and Stellenbosch Municipality (embroidered)</i> Fabric: 100% cotton pique knit Weight: 220gm ² Colour: Navy, Royal Blue, Red	Qty: +/- 200 and more 	XS – 5XL				
46	LADIES GOLF SHIRT – Short Sleeve <i>(With embroidery) Logo and Stellenbosch Municipality</i> Fabric: 100% cotton pique knit Weight: 220gm ² Colour: Navy, Royal Blue, Red	 Qty: +/- 100 and more	XS – 5XL				

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



47	GOLF SHIRT – Short Sleeve <i>(With embroidery) Logo and Stellenbosch Municipality</i> With “Crew” printed at the back Fabric: 100% cotton pique knit Weight: 220gm ² Colour: Navy, Royal Blue, Red	 Qty: +/- 50 and more	XS – 5XL				
48	PACIFIC GOLF SHIRT- LONG SLEEVE <i>(NB * With pocket and logo on left chest),</i> <i>and Stellenbosch Municipality (embroidered)</i> Fabric: 100% cotton pique knit Weight: 220gm ² With rib cuffs and rib collar Colour: Navy, Royal Blue, Red	 Qty: +/- 100 and more	XS - 5XL				

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SIGNATURE:		DATE:	



49	T-SHIRTS (Crew Neck) Logo with Stellenbosch Municipality - embroidery 100% cotton Colours Navy, Royal Blue, Red	 Qty: +/- 200 and more	XS – 5XL				
50	LADIES VENTURE BUSH SHIRT : SKU: LBS2 Navy/Khaki - Relaxed Fit 100% Durable cotton – all terrain fabric Double pleated pockets with buttons Reinforced double stitching	 Qty: +/- 50 and more	XS – 5XL				
51	LABORATORY COAT 100% Cotton Chemical and acid resistant	Qty: +/- 50 and more 	XS – 5XL				

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52	HARD HAT Nylon and Fiberglass blend Ratchet (P1ARW), Pin Lock(P1AW), Swing strap (P1ASW) Standards: ANSI Z89.1-2014 Type I Class G, CSA Z94.1-2005 Type 1 Class G	Qty: +/- 100 and more 	OSFA				
53	CHEMICAL LABORATORY RESPIRATORY MASK Purifies air: protects against variety of particulates, vapors, dust, mists, fumes; depends on filter cartridge used	Qty: +/- 50 and more 	OSFA				
54	CHEMICAL LABORATORY RESPIRATORY CARTRIDGE For use in half-mask respirators and full-face respirators -P-100: for dust only -Organic Vapor (OV): for fumes of organic solvents only -Acid Gas: vapors of hydrochloric acid, sulfuric acid, etc	 Qty: +/- 50 and more	OSFA				

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



55	<p>51 CAL minimum Arc Flash Switching Suit to the following specification: IEC 61482-2 standard SANS 724 Components: Jacket & Pants – ATPV 51 CAL/cm² Gloves – ATPV 51 CAL/cm² Hood with internal hard hat and internal ventilation- ATPV 51 CAL/cm² Knitted gloves 12 cal/cm² Fabric gloves arc 51 cal/cm² Leather over gloves long 250mm minimum, Storage and carry bag COMPOSITION A.P.T Fabric - 88% Cotton, 12% Nylon Double layer construction: 14oz outer and 9oz inner Flame Retardant Thread throughout SUITABLE FOR USE IN Substations Utilities Power Generators</p>	<p>Components of the ATPV 55 CAL ARC Flash suit</p> 	<p>SIZE Jackets: 30-56 Pants: 28-56</p>				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



56	<p>60 CAL minimum Arc Flash Switching Suit to the following specification:</p> <p>Arc, liquid, oil resistant IEC 61482-2 standard SANS 724 Components: Jacket & Pants – ATPV 60 CAL/cm² Gloves – ATPV 60 CAL/cm² Hood with internal hard hat and internal ventilation- ATPV 60 CAL/cm² Knitted gloves 12 cal/cm² Fabric gloves arc 60 cal/cm² Leather over gloves long 250mm minimum, Storage and carry bag COMPOSITION A.P.T Fabric - 88% Cotton, 12% Nylon Double layer construction: 14oz outer and 9oz inner Flame Retardant Thread throughout. SUITABLE FOR USE IN Substations Utilities Power Generators</p>	<p>Components of the ATPV 60 CAL ARC Flash suit</p> 	<p>SIZE Jackets: 30-56 Pants: 28-56</p>				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



57	ARC FLASH PARKA ULTRA SOFT WINTER JACKET Composition Stitched-in FR Liner & Insulated Hood, Arc rated 35 cal Cold and waterproof through lining material CHARACTERISTICS Electric Fault arc protection Cold and waterproof through lining material Rainproof, heat and arc protection Welding protection and chemical protection Electrostatic properties	  	30 - 56				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



58	ARC FLASH PARKA JACKET AND HOOD CHARACTERISTICS Electric Fault arc protection Cold and waterproof through lining material Rainproof, heat and arc protection Welding protection and chemical protection Electrostatic properties Colours: Yellow/Navy		30 - 56				
59	ARC UNDER GARMENT TSHIRT (Short sleeve) ATPV 9.9 cal/cm ² 9.9 cal/cm ² rating embroidery on left breast Flame Retardant knitted rib cuffing COMPOSITION 205gsm 88/12 Interlock FR Knitted Fabric Inherent Flame Retardant Thread SUITABLE FOR USE IN Substations Utilities Power Generators		S – 5XL				

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



60	<p>ARC UNDER GARMENT TSHIRT (Long sleeve) – <i>(With embroidery, Logo and Stellenbosch Municipality)</i></p> <p>ATPV 9.9 cal/cm² 9.9 cal/cm² rating embroidery on left breast Flame Retardant knitted rib cuffing COMPOSITION 205gsm 88/12 Interlock FR Knitted Fabric Inherent Flame Retardant Thread SUITABLE FOR USE IN Substations Utilities Power Generators Colours : Nave / Red / Royal Blue</p>	 	XS – 5XL				
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61	<p>ELECTRICIAN OVERALL</p> <p>COMPOSITION</p> <p>305gsm A.P.T Fabric 88% Cotton, 12% Nylon Flame Retardant Thread Fabric: 49% Modacrylic / 49% Cotton / 2% Antistatic fibre Protection against heat and flames LEVEL OF FLAME PROTECTION: A1 CONVECTIVE HEAT PROTECTION: B1 RADIATING HEAT PROTECTION: C1 CONTACT HEAT PROTECTION: F1\</p> <p>CHARACTERISTICS</p> <p>No accessible metal parts High collar with Velcro flap Zip closure and Velcro flap 2 upper pockets with Velcro flaps 2 lower pockets Colour: Navy blue</p> <p>SUITABLE FOR USE IN</p> <p>Substations & Switch Rooms Utilities Power Generators Industrial Electrical Maintenance Installation</p>		XS – 5XL			
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CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



62	<p>ARC FLASH SHIRT LONG SLEEVE</p> <p>ATPV 12 cal/cm² minimum 12 cal/cm² rating button up, 50mm Lime Silver Lime Flame Retardant Reflective Tape Triple needle side seams, shoulder & armhole Two mitred breast pockets with double needle stitching and mitred flap</p> <p>COMPOSITION 88% Cotton, 12% Nylon, 305gsm Fabric Flame Retardant Thread throughout Flame Retardant Melamine Buttons; Colour: Blue or Khaki</p> <p>SUITABLE FOR USE IN Substations & Switch Rooms; Utilities Power Generators Industrial Electrical Maintenance Installation.</p>	  	S – 5XL				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



63	ARC DENIM PANTS ATPV 12 cal/cm ² 100% Cotton,14oz(475gsm) Arc Denim Flame Retardant Corespun 40 Thread YKK concealed brass zip Double needle top stitching at inleg & back rise Swing pockets with double needle topstitch 12 cal/cm ² rating embroidery on right back pocket Five Belt Loops Back yoke with double needle top stitching Two back pockets with double needle top stitching SUITABLE FOR USE IN Substations; Utilities Power Generators		28 - 56				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



64	ARC HARD HAT PRODUCT INFO Lightweight ABS plastic offers excellent rigidity and protection Ultra-violet inhibitor protects and extends life of helmet High dielectric strength and electrical insulation One handed ratchet adjustable shock-absorbing suspension Quick-Fit Supporting ridge for cap attachment spring Contoured rain channel offers maximum lateral rigidity (Side impact) ideal for high angle work situations Slotted integration of wide range of accessories (Earmuffs, Face-shields, Visors) Advanced permasweat breathable sweatband Ant-glare Peak		OSFA				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



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65	<p>ARC SUIT WORK BOOT</p> <p>Electrical shock resistant up to minimum 11000 V (dry conditions).</p> <p>Sole system heat resistance up to 300°C.</p> <p>Waterproof Full Grain Cow Leather Upper</p> <p>Slip resistant outsole, SRC (Slip resistance on ceramic tile floor with NaLS and on steel floor with glycerine)</p> <p>Energy Absorbing Heel</p> <p>Removable Insock</p> <p>Oil Resistant</p> <p>Contact heat resistant outsole at 300o C for 60 seconds.</p> <p>Composite toe cap is impact resistant up to 200 ± 4J.</p> <p>Cleated outsole for additional traction</p> <p>Dual Velcro closure strap design for ease of use with gloves</p> <p>SUITABLE FOR USE IN</p> <p>Arc Flash & Flash Fire potential</p> <p>Manufacturing (incl. computer equipment) Refineries</p>	 	5 - 12			
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



66	DI ELECTRICAL WORK BOOT Electrical shock resistant up to 5000 V (dry conditions), 1000v working. Sole anti-slip and oil resistant. Energy Absorbing Heel Removable In sole Contact heat resistant outsole at 300o C for 60 seconds. Composite toe cap is impact resistant up to 200 ± 4J. Cleated outsole for additional traction SUITABLE FOR USE IN Arc Flash & Flash Fire potential Manufacturing (incl. computer equipment) Refineries		5 - 12				
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67

ARC FACE SHIELD

PRODUCT INFO CODE: ARC ERGOS 2

Increased worker safety because of REAL VIEW of the work environment.

New generation of face protection against the thermal hazards of arc flash

Realistic colour reproduction >95%

Protection against high-speed particles: medium energy impact (B)

Extended length visor and transparent chinguard

Optimised weight balance and no time limit durability

Fitted with a universal bracket for use with front brim arc rated hard hats according to EN50365 or EN 397 standards.

12 cal/cm2 or 26 cal/cm2



OSFA

PRINT NAME:

CAPACITY:

 Name
of firm

SIGNATURE:

DATE:



68	<p>ARC LEATHER GLOVE</p> <p>Leather glove lined with Aramid fibre Kevlar stitching Shirred extended 16cm cuff Tan split cow leather palm 1.0 to 1.2mm with equivalent reinforcing. Tan split cow leather back 1.0 to 1.2mm, shirred. Yellow aramid knitted wrist cuff with tan split cow leather 0.8 to 1.0mm leather continuous pull 380g per pair (size L) COMPOSITION 51 CAL/CM² arc rated leather gloves High cut level D High Abrasion Resistance High resistance to snatch, tear, cut and heat Waterproof Multi-layer protection provides flexibility, comfort and excellent insulation. SUITABLE FOR USE IN Power & Utility Companies Installation, maintenance & repairs of high voltage equipment</p>		8 - 11				
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



69	Kenny Jacket <i>(With embroidery, Logo and Stellenbosch Municipality / Law Enforcement</i> <ul style="list-style-type: none"> - Navy Blue Jacket - Epaulettes - Arm Flashes 	 Qty: +/- 50 and more	XS – 5XL				
70	Baseball Cap <ul style="list-style-type: none"> - Navy Blue - Fire & Resue Badge embroidered in front 	 Qty: +/- 50 and more	OSFA				
71	BLACK POLICE / TRAFFIC PEAK CAP <ul style="list-style-type: none"> - Red binding - Metallic Badge - Traffic Blue 	 Qty: +/- 50 and more					

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



72	<p>A four-layer combined glove with a membrane Caroline 8004</p> <p>The basic material of the back of the hand is Nomex®.</p> <p>The palm is made of split cowhide leather with special treatment and resistant against heat, water and abrasion that ensures maximum sensitivity and work comfort.</p> <p>Leather reinforcement in the palm.</p> <p>Fingertips are equipped by reflective trims.</p> <p>Extra reinforcement on index finger.</p> <p>The gloves are equipped by D-ring and Hook.</p> <p>Perfect fit is ensured by double elastics in the back part of wrist.</p> <p>On the back of the hand there are Kevlar® reinforcements providing better protection in the most exposed parts (knuckles and fingertips).</p> <p>The glove is equipped with highly permeable and waterproof Porelle® membrane that also forms a barrier against bacteria, blood and chemical agents.</p> <p>Further layer is aramid textile which improves protection against both heat and mechanical risks.</p> <p>Direct protection of hands is ensured by the last layer – aramid lining with increased gram mauge that guarantees comfort when putting on and taking off even if the glove is wet, as well as an increased thermal resistance.</p> <p>Knitted wristband is made of Kevlar®.</p> <p>The gloves are tested and certified according to ČSN EN 659:2004+A1:2008 –</p>						
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PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



73	LEATHER BELT <ul style="list-style-type: none"> - Leather - Metallic badge buckle - Two pinhole buckle 	 Qty: +/- 50 and more	28 - 56					
74	SOCKS Black and Navy Sweat resistant (green line)	Qty: +/- 200 and more 						
75	THICK SOCKS Cotton based thick socks for maximum comfort and absorption Suitable for diabetic people	 Qty: +/- 100 and more						

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



76	LONG SLEEVE SHIRT Traffic blue 65% Polyester 35% Cotton	 Qty: +/- 100 and more					
77	REFLECTIVE JACKETS with reflective wording on back, Law Enforcement Lime & Orange, silver reflective 100% Polyester	 Qty: +/- 100 and more	XS – 5XL				
78	JACKET WITH SMART FRONT ZIP	 Qty: +/- 50 and more	XS – 5XL				

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



79	LEATHER JACKETS 100% Leather	 Qty: +/- 50 and more	XS – 5XL				
80	RAIN JACKETS & RAIN PANTS Traffic blue 100% Oxford nylon	 Qty: +/- 100 and more	XS – 5XL				
81	LEATHER BELT Black 50mm black border patrol basket weave belt	 Qty: +/- 50 and more	28 - 56				

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



82	BONDED LEATHER BELT 50mm black bonded leather	 Qty: +/- 50 and more	28 -56				
83	COMBAT TROUSERS AIR FORCE BLUE AND KHAKI 55% Polycotton 55% field dress fabric With piping Navy blue with royal Blue piping 65/35	 Qty: +/- 50 and more	28 - 56				
84	JUMP SUIT with Law Enforcement printed at the back and in front Navy blue 65% Polyester 35% Cotton	Qty: +/- 100 and more 	30 - 56				

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



85	LONG SLEEVE JERSEY Navy blue	 Qty: +/- 100 and more	XS – 5XL				
86	WEB BELT <i>Black web belt 50mm with fast release clip with municipal logo on it / law Enforcement/ traffic logo in front</i>	 Qty: +/- 100 and more	28 -56				
87	TACTICAL BELT quick release Velcro strip	 Qty: +/- 50 and more					

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



88	JOE JACKET with Law Enforcement at the back and in front Navy blue 100% Oxford nylon water proof	 Qty: +/- 100 and more	XS – 5XL				
89	Hand gloves Navy blue Polar fleece						
90	Kelvar Glove Kightweight glove with a neoprene outer, synthetic leather palm and Kevlar lined inner Oakley Fingerless Gloves, Motorcycle Gloves, Hand Protection Humpback OAKLEY motorcycle gloves: Is a type of glove specially designed for motorcycle riders. Designed in half-finger style, OAKLEY motorcycle gloves have a warm, light waterproof effect. Above the back of the hand is a fabric that does not absorb heat and UV rays. On the other hand, on the back of the hand, the hand joint has a high quality soft plastic cushion that protects the hand from impact. The palm of the hand has frictional plastic beads that are easy to use when handling and avoid hand calluses Material: High quality soft plastic, 3M fabric						

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



91	Batons with pouch						
92	Black Tonfa baton						
93	Extendable baton with pouch						
94	Stun baton						
95	Law Enforcement name tag Royal blue with white printing and municipal logo						
96	Law Enforcement identity shield with name and batch number Gold and municipal logo						
97	Lanyards Blue						
98	Gearkeeper Low Tension Retractable Firearm Retention Lanyard Black						
99	Beret Navy Blue						

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



100	Magnum Cap <i>with Law Enforcement emblem in front and ranks leaves on top of cap rim.</i> <i>Traffic blue Fade resistant</i>						
101	Leather holster for clock 17 with quick release thump break to fit web belt.						
102	Leather Magazine Holster Glock 17 2 Clips						
103	Leather holster for CZ 75 with quick release thump break						
104	Leather Magazine Holster for CZ 75						
105	HANDCUFF POUCH Webbing pouch with rounded bottom.						
106	Leg Holster DROP LEG WRAP HOLSTER						
107	Riot arm and shoulder protector gear Black						
108	Riot leg protector Black						

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



109	Riot complete helmet Black						
110	Mace Police Triple Action Defensive Spray Maximum Strength Formula of OC Pepper and Invisible UV Marking Dye with the added power of CN Tear Gas						
111	RAIN SUIT Navy blue Nylon taffeta or similar						
112	BATON HOLDER Webbing holders Tonfa baton Nylon with tonfa ring.						
113	CARNEGIE BY ORTHOFEET (or similar) Extra Wide OR SIMILAR – Men's Easy Slip On Orthopaedic Shoes — Diabetic Shoes	 Qty: +/- 50 and more	3 - 13				
114	LADIES PARRABELLUM SHOES OR SIMILAR	 Qty: +/- 50 and more	3 - 13				

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



115	BLACK MEN'S GREEN CROSS LACE-UP SHOES Leather	 Qty: +/- 50 and more	3 - 13				
116	GREEN CROSS LADIES FLATS BLACK OR NAVY OR SIMILAR Style no: 51884 Style no: 51400	 Qty: +/- 50 and more	2 - 8				
117	GUMBOOTS WITH ZIP ON INSIDE GREEN OR SIMILAR 100% RUBBER WITH FUR LINED ON INSIDE BOOTS	 Qty: +/- 50 and more	2 - 10				
118	GREENCROSS COURT SHOE BLACK OR SIMILAR Style no: 51985	 Qty: +/- 50 and more	2 - 8				

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



119	GREENCROSS COURT SHOE BLACK OR SIMILAR Style no: 51888	 Qty: +/- 50 and more	2 - 8				
120	PARRABELLUM HEALTH SHOE BLACK OR SIMILAR	 Qty: +/- 50 and more	3 - 13				
121	BLACK COMBAT BOOTS Magnum / Bova combat boots OR SIMILAR Lace up / with Zip on the side	 Qty: +/- 50 and more	3 - 13				
122	METRO REFLECTIVE JACKET WITH DETACHABLE SLEEVES Orange or Yellow / Dark Green or Light green Reflector strips middle back and arms (With embroidery, Stellenbosch Municipality (Top) Logo (Middle) and Law Enforcement (Bottom) left chest and Law Enforcements Gold Shield printed on right chest) Law Enforcement printed on back.	 Qty: +/- 100 and more	XS – 5XL				

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



123	LIME & ORANGE METRO REFLECTIVE JACKET – With reflective star on front, reflective name on front, 2 pockets on the front, epaulettes and STELLENBOSCH TRAFFIC on the back – in reflective silver	Qty: +/- 100 and more 	XS – 5XL				
124	MENS 3-in-1-JACKET with municipal logo, Officers initial & surname and control room printing Sky/Navy Outer jacket in waterproof nylon fabric, inner jacket in micro polar fleece fabric, 3 combination jacket lightweight outer, polar fleece inner & heavy lined full jacket	 Qty: +/- 100 and more	XS – 5XL				
125	BLACK LEATHER BELT 50mm border patrol basket weave belt	Qty: +/- 50 and more 	28 - 56				
126	GOLD BREAST STAR – With Municipal logo Metal	Qty: +/- 50 and more 					

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



127	TRAFFIC BLUE BASEBALL CAPS WITH LAW ENFORCEMENT LOGO 100% Acrylic	 Qty: +/- 100 and more					
128	S.W.A.T. PEPPER SPRAY DIRECT STREAM WITH BLACK LEATHER POUCH	 Qty: +/- 50 and more					
129	HAND CUFFS WITH POUCH SAPS TYPE BLACK LEATHER POUCH	 Qty: +/- 50 and more					

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



130	TORCHES MAGLITE HEAVY DUTY & RECHARGEABLE – LIGHTSAVER MODEL: LS-805 “COMMANDO” 5 WATT LED ALUMINIUM ALLOY RECHARGEABLE FLASHLIGHT	 Qty: +/- 50 and more					
131	TRAFFIC BLUE SHOULDER FLASHES - With: Stellenbosch Logo. Printed in yellow: TRAFFIC, VERKEER & EZENDLELA and star Rubberised	 Qty: +/- 50 and more					
132	GOLD NAME TAG - With: SA Flag and Traffic Officers Initials and Surname on it in blue Metal	 Qty: +/- 50 and more					

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



133	TRAFFIC BLUE BASEBALL CAP - With – Ranks: 7 leaves in gold 5 leaves in gold 3 leaves in gold 100% Acrylic	 Qty: +/- 30 and more					
134	LIME & YELLOW TRAFFIC REFLECTIVE HAND GLOVES	 <small>glowgear</small> Qty: +/- 60 and more					
135	WHITE TRAFFIC POINT DUTY GLOVES – With reflective strips both sides	 Qty: +/- 60 and more					

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



136	NAVY BLUE FREEZER JACKETS - With grey reflective strip Logo & Stellenbosch Hood & fur lining & 100% Nylon Outer	 Qty: +/- 50 and more	XS – 5XL				
137	TRAFFIC BLUE MAGNUM PEAK CAP -_With rank / leaves:- 7 leaves gold 5 leaves gold 3 leaves gold Metal	 Qty: +/- 50 and more					
138	GOLD CAP BADGE With Municipal logo and pin to go through cap and fasten Metal	 Qty: +/- 50 and more					

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



139	ROYAL BLUE PLAIN EPUALETTES Material	Qty: +/- 50 and more 					
140	ROYAL BLUE EPUALETTES - With one silver bar & one gold wreath & button Metal	 Qty: +/- 60 and more					
141	ROYAL BLUE EPUALETTES - With one silver bar & two gold wreaths Metal	 Qty: +/- 20 and more					
142	ROYAL BLUE EPUALETTES - With three gold wreaths & one gold bar & gold button Metal	 Qty: +/- 20 and more					

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



143	ROYAL BLUE EPUALETTES - With three gold wreaths Metal	Qty: +/- 10 and more					
144	ROYAL BLUE EPUALETTES - With four gold wreaths Metal	 Qty: +/- 10 and more					
145	TRAFFIC BLUE BULLET PROOF JACKET	 Qty: +/- 50 and more					
146	ROYAL BLUE TRAFFIC WARDEN EPUALETTES – With TRAFFIC WARDEN in white letters on epaulettes	 Qty: +/- 50 and more					

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



147	BRUSH CUTTER FACE SHIELD WITH EARMUFFS	 Qty: +/- 30 and more					
148	BRUSH CUTTER FACE SHIELD	 Qty: +/- 30 and more					
149	BRUSHCUTTER PANTS	 Qty: +/- 30 and more	28 - 56				
150	EARMUFFS B CUTTER	 Qty: +/- 20 and more					

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



151	CHAINSAW PANTS With reflective strip	Qty: +/- 20 and more 	28 - 56				
152	EARMUFFS CHAINSAW HEADPROTECTION	 Qty: +/- 20 and more					
153	CHAIN SAW GLOVES	Qty: +/- 20 and more 					
154	CHAINSAW BOOTS	Qty: +/- 20 and more 	3 - 13				

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



155	CHAINSAW LOGGING JACKET	Qty: +/- 20 and more 	XS – 5XL				
156	CHAINSAW HELMET WITH CLEAR FACE COVER AND EAR PROTECTION	Qty: +/- 20 and more 					
157	HEADLAMP Ultra bright Headlamp with adjustable strap Preferable USB rechargeable LED lamp	 Qty: +/- 30 and more					

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



158	KHAKI BUSH LONGSLEEVE SHIRT (Outdoor range) <i>(NB * With pocket and logo on left chest)</i> <i>(With embroidery) Logo and Stellenbosch Municipality</i> Durable 100% Cotton twill fabric Re-in forced double needle stitching		XS – 3XL				
		Qty: +/- 30 and more					
159	2 IN 1 COMBAT (CARGO) KHAKI PANTS (With embroidery) Logo and Stellenbosch Municipality 100% Polyester Re-inforced double needle stitching Durable 100% Cotton twill fabric Zip-off bottom: Legs zip off to convert into shorts.		28-46				
		Qty: +/- 30 and more					

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



160	POLYESTER BUFFS (With printing, Stellenbosch Municipality Logo and ENVIRONMENTAL IMPLEMENTATION)	  Qty: +/- 50 and more	OSFA					
161	Brush cutter Harness Double shoulder padded strap	 Qty: +/- 20 and more						

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



162	<p>ARC FLASH GARMENT GOLF SHIRT (Short sleeve)</p> <p>ATPV 9.9 cal/cm² 9.9 cal/cm² rating embroidery on left breast Flame Retardant knitted rib cuffing COMPOSITION 205gsm 88/12 Interlock FR Knitted Fabric Inherent Flame-Retardant Thread SUITABLE FOR USE IN Substations Utilities Power Generators</p>		S – 5XL				
163	<p>ARC FLASH GARMENT GOLF SHIRT (Long sleeve)</p> <p>ATPV 9.9 cal/cm² 9.9 cal/cm² rating embroidery on left breast Flame Retardant knitted rib cuffing COMPOSITION 205gsm 88/12 Interlock FR Knitted Fabric Inherent Flame-Retardant Thread SUITABLE FOR USE IN Substations Utilities Power Generators</p>		S – 5XL				

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



17. PRE-QUALIFICATION SCORE SHEET
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- 17.1. Tenderer supply confirmation letter that items offered are SANS/SABS approved (compliant) and in line with specifications for Quality Assurance purposes.
- 17.2. Tenderer attach proof of previous contracts which include contact details of minimum three organisations or businesses where similar quantities were supplied.
- 17.3. Compliant Tenderers will be requested to supply Stellenbosch Municipality with samples of each item offered and tendered for (only 1 (one) sample per item).
- 17.4. Compliant tenderers must provide a list of the sample items that will be delivered. The list to be used as the acknowledgement of receipt of the sample items upon delivery to Stellenbosch Municipality.
- 17.5. Tenderer attach a 6-month warranty for all items offered and tendered for.
- 17.6. Tenderer submit written confirmation that clothing will be delivered within the stipulated delivery period of 4-6 weeks.

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	



18. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if more space is required.

DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)			
SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Stellenbosch Municipality that it is our intention to employ the following Subcontractors for work in this contract.

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. 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				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				
SIGNATURE		NAME (PRINT)		
CAPACITY		DATE		
NAME OF FIRM				



21. 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				
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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)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. 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.

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			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

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.
3. Stellenbosch Municipality may award this tender for period of three financial (3) years dependent on budget availability for the third year.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. 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.