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MUNISIPALITEIT • UMASIPALA • MUNICIPALITY

BID NOTICE

STELLENBOSCH MUNICIPALITY HEREBY INVITES YOU TO TENDER FOR B/SM 67/23 : SUPPLY AND DELIVERY OF PPE AND UNIFORMS FOR TRAFFIC , LAW ENFORCEMENT, DISASTER MANAGEMENT AND FIRE AND RESCUE FOR A PERIOD STARTING 1 JULY 2023 TO 30 JUNE 2026

TENDER NUMBER: **B/SM 67/23**
DESCRIPTION: **SUPPLY AND DELIVERY OF PPE AND UNIFORMS FOR TRAFFIC , LAW ENFORCEMENT, DISASTER MANAGEMENT AND FIRE AND RESCUE FOR A PERIOD STARTING 1 JULY 2023 TO 30 JUNE 2026**
CLOSING DATE: **29 May 2023**
CLOSING TIME: 12h00: Bids will be opened in the **Council Chambers or Supply Chain Management Boardroom.**

INFORMATION:
Tender Specifications: Tasso Steyn at 021 8088882 **: e-mail:** Tasso.Steyn@stellenbosch.gov.za
SCM Requirements: Jeanette Williams at 021 808 8524 **e-mail:** Jeanette.Williams@stellenbosch.gov.za
Office hours for collection; 08h00-15h30

A Compulsory Clarification Meeting will be held on **09 May 2023 at 10:00** at Stellenbosch Municipal Fire & Rescue C/o Helshoogte and Cluver Road Stellenbosch. **Tenderers who fail to attend the compulsory information session will be regarded as non-compliant.** In the event of a Joint Venture, one of each company must attend the site meeting.

Tenders may only be submitted on the Tender document 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 bid or any of the tenders that has been submitted.

Sealed Tenders, with **"B/SM 67/23: : SUPPLY AND DELIVERY OF PPE AND UNIFORMS FOR TRAFFIC , LAW ENFORCEMENT, DISASTER MANAGEMENT AND FIRE AND RESCUE FOR A PERIOD STARTING 1 JULY 2023 TO 30 JUNE 2026",** clearly endorsed on the envelope, must be deposited in the Tender box at the offices of the Stellenbosch Municipality, Town House Complex, 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 and relevant specification as depicted in the document and also the Stellenbosch Preferential Procurement Policy effective from 16 January 2023 in accordance with the Preferential Procurement Regulations that was promulgated by the Minister of Finance on 04 November 2022 in Government Gazette No 47452.

The preferential points system applied is as follows:80/20 in terms of the approved policy.

Price	**80**
B-BBEE status level of contribution	**20**
Total points for Price, 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 general conditions of contract (GCC) and special conditions for Tendering.
2. Relevant terms of reference.
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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 offices of the Supply Chain Management Unit, Stellenbosch Municipality, Town House Complex, 1st Floor, Plein Street, Stellenbosch, upon payment of a non-refundable fee ***of R 679.00 per document.***

Note: The municipality will never contact you to pay money in exchange for the award of a tender.

G Mettler (Ms)
MUNICIPAL MANAGER

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TENDER KENNISGEWING

STELLENBOSCH MUNISIPALITEIT NOOI U VIR DIE VOLGENDE TENDER: B/SM 67/23: VERSKAFFING EN AFLEWERING VAN PBT EN UNIFORMS VIR VERKEERS-, WETSTOEPASSINGS-,- RAMPBESTUUR EN BRAND EN REDDINGS BEAMPTES:TYDPERK EINDIGEND VIR 'N TYDPERK VAN 1 JULIE 2023 TOT 30 JUNIE 2026

TENDER NOMMER:	**B/SM 67/23**
BESKRYWING:	**VERSKAFFING EN AFLEWERING VAN PBT EN UNIFORMS VIR VERKEERS-, WETSTOEPASSINGS-,- RAMPBESTUUR EN BRAND EN REDDINGS BEAMPTES:TYDPERK EINDIGEND VIR 'N TYDPERK VAN 1 JULIE 2023 TOT 30 JUNIE 2026**
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'n **Verpligte inligtingsessie sal op 09 Mei 2023 om 10:00 by Stellenbosch Munisipale Brandweer en Redding H/v Helshoogte en Cluverweg Stellenbosch gehou** word .Tenderaars wat nie die verpligte inligtingsessie bywoon nie, sal nie in ag geneem word nie. In die geval van 'n gesamentlike onderneming, moet een van elke maatskappy die terreinvergadering bywoon.

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.

Verseëlde tenders duidelik gemerk: "**VERSKAFFING EN AFLEWERING VAN PBT EN UNIFORMS VIR VERKEERS-, WETSTOEPASSINGS-,- RAMPBESTUUR EN BRAND EN REDDINGS BEAMPTES:TYDPERK EINDIGEND VIR 'N TYDPERK VAN 1 JULIE 2023 TOT 30 JUNIE 2026",**op die koevert, moet geplaas word in tenderbus buite die kantore van Stellenbosch Munisipaliteit ,Meenthuis Kompleks, Stellenbosch. Die tenderbus is 24 uur per dag beskikbaar en tenders moet vergesel word met die voltooide stel tenderdokumente. Tenderaanbiedinge wat nie deur die volledige tenderdokument vergesel word nie, sal nie oorweeg word nie.

LET WEL: Hierdie tender sal geëvalueer word ingevolge die Algemene Kontrakvoorwaardes, Voorsieningskanaal Bestuursbeleid and relevante spesifikasies, soos vervat in die tender dokument asook die Stellenbosch **Voorkeurverkrygingsbeleid effektief vanaf 16 Januarie 2023 in samewerking met die Voorkeurverkrygingsregulasies wat op 04 November 2022 deur die Minister van Finansies in Staatskoerant No 47452 afgekondig is.**

Die voorkeurpunte stelsel is soos volg gebaseer: 80/20 in terme van die goedgekeurde beleid:

Prys	**80**
BBSEB status	**20**
Totale punte vir prys, B-BSEB	**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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3. Tenderaars moet geregistreer wees op Sentrale verskaffersdatabasis (SVD) as hulle met die munisipaliteit sake wil doen
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Let wel: Die munisipaliteit sal jou nooit kontak om geld te betaal in ruil vir die toekenning van 'n tender nie.

G Mettler (Me)
MUNISIPALE BESTUURDER

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V7 – 16/01/2023

TENDER NO.: B/SM 67/23

SUPPLY AND DELIVERY OF PPE AND UNIFORMS FOR TRAFFIC , LAW ENFORCEMENT, DISASTER MANAGEMENT AND FIRE AND RESCUE FOR A PERIOD STARTING 1 JULY 2023 TO 30 JUNE 2026

PROCUREMENT DOCUMENT

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT) ***(refer to page 73)*:**	**RATES BASED TENDER**	
BBBEE LEVEL		
CLAIM POINTS FOR	**LOCALITY**	**N/A**

DATE: APRIL 2023

PREPARED AND ISSUED BY:

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

CONTACT FOR ENQUIRIES REGARDING SPECIFICATIONS:

Tasso Steyn

Deputy Chief Fire Officer

Tel. Number: **021 808 8882**

1. TENDER NOTICE & INVITATION TO TENDER

BID NOTICE

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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:	**BSM 67/23**	CLOSING DATE:	**29 May 2023**	CLOSING TIME:	**12:00**
DESCRIPTION	**SUPPLY AND DELIVERY OF PPE AND UNIFORMS FOR TRAFFIC , LAW ENFORCEMENT, DISASTER MANAGEMENT AND FIRE AND RESCUE FOR A PERIOD STARTING 1 JULY 2023 TO 30 JUNE 2026**				
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**	**RATES BASED TENDER**	
5. SIGNATURE OF BIDDER	……		**6. DATE**		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	Finance: SCM	CONTACT PERSON	Tasso Steyn
CONTACT PERSON	Jeanette Williams	TELEPHONE NUMBER	021 808 8882
TELEPHONE NUMBER	021 808 8524	FACSIMILE NUMBER	-
FACSIMILE NUMBER	-	E-MAIL ADDRESS	Tasso.steyn@stellenbosch.gov.za
E-MAIL ADDRESS	Jeanette.williams@stellenbosch.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE STELLENBOSCH SUPPLY CHAIN MANAGEMENT POLICY,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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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 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 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a copy of the **B-BBEE Certificate** issued by a Verification Agency accredited by SANAS **or** the **original Sworn Affidavit** attached? (NB! BBBEE CERTIFICATES CAN BE VERIFIED WITH THE VERIFICATION AGENCY BUT A SWORN AFFIDAVIT **MUST** BE AN ORIGINAL AND **NOT** A COPY TO BE ELIGIBLE FOR BBBEE POINTS)	**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? (NB! MUNICIPAL ACCOUNTS WILL BE VERIFIED AND USED AS BASIS FOR PREFERENCE POINTS SCORING IN TERMS OF THE STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY. THE BUSINESS ADDRESS, LEASE AGREEMENT OR SWORN AFFADAVIT WILL BE THE BASIS FOR AWARDING POINTS FOR LOCALITY) (**Locality N/A for this tender).**	**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**	

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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***

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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:	

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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:	

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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.

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7. “Day” means calendar day.

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

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

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

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

1.12. ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.15. “GCC” means the General Conditions of Contract.

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

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

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.

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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.

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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.

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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 tha15% 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.

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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.

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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 of 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.

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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.

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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 0f 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)

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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.

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7. Negotiations for a fair market related price

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

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

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

9 Service Level Agreement

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

10 Centralised Supplier Database

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

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) *(b)* of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za 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……

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8. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].
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.*

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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:				

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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.*

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9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES 80/20

NB:
Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2022 and the Stellenbosch Preferential Procurement Policy 2022/23

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 and any other applicable preference

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; or

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 BBBEE (must not exceed 100)	**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 Failure on the part of a bidder to submit proof of Locality together with the bid, will be interpreted to mean that preference points for Locality are not claimed. **(N/A).**

1.7 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. **(N/A).**

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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) "**Locality**" means the local suppliers and/or service providers that business offices are within the Municipal area of Stellenbosch (WC024).

(h) **"price"** includes all applicable taxes less all unconditional discounts;

(i) **"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;

(j) **"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;

(k) "**Specific goals**" means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

(l) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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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**

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

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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

5.1 In terms of Regulation 4 (2) and 5 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining a specific goal specified for the tender

5.2 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

5.3 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), must be allocated for specific goals. These goals are :

(a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;

(b) Promotion of enterprises located in the municipal area (WCO24**) (N/A)**

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5.4 Regarding par 5.3 (a) at least 50% of the 20/10 points must be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5.5 A tenderer must submit proof of its BBBEE status level contributor.

5.6 A tenderer failing to submit proof of BBBEE status level of contributor –

5.6.1 may only score in terms of the 80/90-point formula for price; and

5.6.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

5.7 Regarding par 5.3 (b) a maximum of 50% of the 20/10 points must be allocated to promote this goal. Maximum points will be allocated as follows.

Locality of supplier	Number of Points for 80/20 Preference Points System	Number of Points for 90/10 Preference Points System
Within the boundaries of the municipality	**N/A**	**N/A**
Outside of the boundaries of the municipality	0	0

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6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution and/or Locality 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 20 points)

(Points claimed in respect of paragraph 7.1 must be substantiated by relevant proof of B-BBEE status level of contributor.)

7.2 Within the boundaries of Stellenbosch Municipality (WC024)? **(N/A)**

YES		NO	

Business Address - ……

……

……

(Points claimed in respect of paragraph 7.2 must be substantiated by relevant proof that the business premises is situated in the Municipal area of Stellenbosch (WC024). A valid municipal account or proof of valid lease agreement, or sworn affidavit must be attached**).(N/A)**

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

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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;

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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:			

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PLEASE COMPLETE IN FULL TO CLAIM POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL (DRAFT EXAMPLE)

(DO NOT USE. USE NEW/APPLICABLE TEMPLATE)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf: NB!

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

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Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is_____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is_____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
    - Black Youth % =_____%
    - Black Disabled % =_____%
    - Black Unemployed % =_____%
    - Black People living in Rural areas % =_____%
    - Black Military Veterans % =_____%

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____(DD/MM/YYYY), the a NB! Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the

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Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:_____

Date :_____

NB! ORIGINALLY CERTIFIED/ NOT COPY

_____

Commissioner of Oaths
Signature & stamp
Date:

EXAMPLE OF POINT SCORING AND ALLOCATION OF PREFERENCE POINTS (80/20) WHERE LOCALITY AS A GOAL IS INCLUDED. STELLENBOSCH PREFERENTIAL PROCUREMENT POLICY.

BIDDER	PRICE	BBBEE LEVEL (VALID)	BUSINESS PREMISES (IN WC024)
TENDERER A	R 80 000	1	NO
TENDERER B	R 75 000	1	YES
TENDERER C	R 70 000	2	NO

BIDDER	PRICE POINTS (Out of 80)	BBBEE POINTS (Out of 10)	LOCALITY POINTS (Out of 10)	TOTAL POINTS (Out of 100)
TENDERER A	68.57	10	0	78.57
TENDERER B	74.29	10	10	94.29
TENDERER C	80	9	0	89

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10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? *(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).*	**Yes**	**No**
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? *(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).*	**Yes**	**No**
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	**Yes**	**No**

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4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	**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:			

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11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[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:

[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.

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

5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[5] 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.*

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12. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

- **PLEASE SUBMIT MUNICIPAL ACCOUNTS FOR THE FOLLOWING TWO MONTHS AFTER BID CLOSURE TO THE RELEVANT SCM PRACTITIONER SHOULD THE BID NOT BE AWARDED YET.**

Signature	**Position**	**Date**

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

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Stellenbosch Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: **A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.**	

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CAPACITY:		Name of firm	
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14. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____

of (registered address of Company) _____

a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____

_____in his capacity as (Designation) _____

of the Contractor, is duly authorised hereto by a resolution dated _____ /20___,

to sign on behalf of the Contractor.

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

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

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

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PART B – SPECIFICATIONS AND PRICING SCHEDULE

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15. SPECIFICATIONS

SPECIFICATIONS

1. Introduction

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

2. Background

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

3. Scope

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

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

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

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

REQUIREMENTS AS PER NFPA 1971 ; AND EN 469: 2005, SANS 50469: 2010

SCOPE

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

This guideline specifies minimum levels of performance requirements for protective clothing against heat and fire designed to be worn during structural firefighting and rescue operations in

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conformance with EN 469: 2005, and covers the general clothing design and the minimum performance levels of the materials used.

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

REFERENCED STANDARDS

EN ISO 13688: 2013, Protective clothing - General requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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4. Minimum Requirements

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

4.1. **Minimum Requirements:**		**Please indicate with and "X" whether the offer complies with the requirements.**		
		YES	**NO**	**Comment**
4.1.1.	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.			
4.1.2.	Tenderer shall be able to supply quantities of up to 150 units as listed in the specifications.			
4.1.3.	Firefighting uniforms and protective equipment. Requirements: EN 469: 2005, SANS 50469: 2010 Referenced standards: EN ISO 13688: 2013, Protective clothing general requirements EN ISO 15025: 2002, Protective clothing – Protection against heat and flame EN ISO 14116: 2013, Protective clothing - Protection against heat and flame			
4.1.4.	Personal Protective Clothing and Equipment are compliant to SANS Regulations.			
4.1.5.	Samples of each item offered and tendered for (Not per size only per item) must be delivered to Stellenbosch Municipality for evaluation purposes on request. (Goods to be delivered will be kept to standards of first procurement)			
4.1.6.	A six-month quality guarantee or warranty can be provided on broken or damaged personal protective clothing and equipment that was tendered for.			
4.1.7.	Delivery shall be made within 4 - 6 weeks from the date an order was received. (Tenderer submit written confirmation that clothing can be delivered within 4 – 6 weeks working days)			

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GENERAL CLOTHING DESIGN: FIRE FIGHTING AND RESCUE CLOTHING

PPE CATEGORY Light weight Bunker Suit (TOG)

DESIGN Jacket:

- FR Zip and Velcro front closure.
- Extension gusset under arms.
- One internal pocket, two external bellow pockets with flaps and FR Velcro closure.
- Expandable radio pocket on front flap, radio loops, torch and microphone strap on right breast.
- Throat tab with FR Velcro closure.
- Pleated back.
- Padded shoulders and elbows covered with scuff resistant patches.
- Anti-wicking and scuff resistant barrier on bottom hem and sleeve ends.
- FR knitted internal cuffs.
- Breathable, pathogen resistant moisture barrier.
- Reflective tape: 50mm, two Vertical at rear, around arms at area just above the wrist, and 75mm lime silver, horizontal around waist area as per illustration.

Optional: The following add-ons will be mandatory

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

Trousers:

- Waist high trousers with raised back and ruched elastic.
- Removable, braces with adjustable buckles.
- One internal back pocket.
- Cargo pockets with flaps and FR Velcro closure on each leg.

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- Padded, scuff resistant knee area.
- Anti-wicking scuff resistant barrier, around the bottom hem of each leg.
- Breathable, pathogen resistant moisture barrier.
- Reflective tape: 50mm Vertical and 75mm horizontal around above ankle area lime silver as per illustration.

MATERIAL:

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

APPLICATION

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

COLOUR

- Navy and Khaki.

SIZE RANGE

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

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FEATURES

Super light-weight garment.
Highly breathable which reduces heat stress.
Excellent water vapour transfer ability.
Waterproof and Pathogen resistant liner.
Extended back section for increased protection.
Scuff resistant barrier on knees, bottom hems, shoulders and bottom hem.

STANDARDS

- Outer shell: EN 469
- Moisture barrier: DIN EN 20811 - EN 31092 - EN ISO 17493 - ASTM F1671
- SOP 12-013.
- Thermal liner: EN ISO 14116.
- Anti-wicking barrier: EN ISO 15025 - EN ISO 17493 - DIN EN ISO 6330
- EN 530 - DIN EN ISO 3175.
- Garment: EN 469 Fully CE certified, and tested.

General

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

Size designation

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

Type of clothing

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

Interface areas

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

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Anti-wicking barrier

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

Comfort and Breathability

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

Integrated personal protective equipment (PPE)

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

Closure system

Closure systems shall be protected by means of the component assembly, e.g. by overlapping or underlining storm flap that provides secure and complete moisture and thermal protection. The maximum distance between buttonholes shall be 150 mm. If zippers are used, the slide fastener shall be designed to lock when completely closed.

Retro reflective/fluorescent material

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

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Heat and flame resistance requirements

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

Heat resistance

The retroflective/fluorescent/combined performance materials exposed for 5 min according to the requirements of6,6 shall not drip, ignite, melt or shrink more than 5%. The minimum coefficient material shall be in accordance with EN ISO 20471:2013, 6.2. Separate performance material shall meet the requirements of 6.2.2 and combined Performance material shall meet the requirements of 6.2,3 of EN ISO 2047 1:2013. florescent MATERIAL SHALL BE IN CONFORMANCE WITH EN ISO 2047 1:2013, 5.1, after exposure.

PHYSICAL REQUIREMENTS AND MINIMUM PERFORMANCE CRITERIA

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

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

DESIGN

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

MATERIAL

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

APPLICATION

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

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COLOUR

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

SIZE RANGE

UK	3	3 ½	4	4½	5	5 ½	6	6½	7	7 ½	8	8½	9	9½	10	10½	11	11 ½
EU		36	37	37/38	38	39	39	40	41	41	42	43	43	44	45	45	46	47
US	4		5	5½	6	6 ½	7	7½	8	8 ½	9	9½	10	10 ½	11	11½	12	12 ½

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

FEATURES

- Light weight and puncture resistant sole insert made of Kevlar, used instead of a steel insert, makes the boots light and makes the sole non-pierce-able and, at the same time, flexible and provides excellent thermal insulation properties.
- Waterproof and breathable lining: A waterproof and air-permeable membrane that enables sweat to escape, improves hygienic characteristics, stops water, and ensures high comfort in all weather conditions.
- Sole: A NITRIL sole made of black vulcanized rubber which protects against freezing and high temperatures; it is ergonomic, antistatic, anti-slip, acid- and oil-resistant, and easy to clean
- Additional ankle protection and support. In the form off, Additional plastic ankle protection.
- And protective Lining around the ankles.
- Leather grip at top of boot for putting the boots on quickly.
- Soft collar on upper section of boot. a micro ventilation system which ensures good thermal insulation from both cold and heat, and which is located in the upper part of the boot near the collar.
- Ergonomic padded tongue that matches human anatomy. A mechanism-system to lock the zipper in the closed position.
- Excellent thermal resistance (HI3), Third grade thermal resistance, HI3 (contact with surface temperatures of 250 °C for up to 40 minutes).
- Steel toe withstands 200J of impact and 1500N piercing force.
- Orange reflective material on both sides of each boot.
- Aramid stitching, all-round.

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

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STANDARDS

- EN 15090: 2012
- CE certified

STRUCTURAL FIREFIGHTING GLOVE

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

SCOPE

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

Design & Construction

Description:

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

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

Colour: dark blue/ Navy

Length: approx. 32 cm

Materials

Palm:

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

Backhand:

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

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Cuff:

- Knitted cuff.

Lining:

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

Membrane:

- Membrane: Waterproof, breathable and pathogen resistant membrane

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

The following performance levels to be clearly provided with gloves:

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

PACKAGING

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

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of EN 659.
The element shall be clearly labelled to fully identify the material content.

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

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

STRUCTURAL FIREFIGHTING HOOD

STANDARDS:

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

SCOPE

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

CONSTRUCTION

Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid.
The hood and materials shall meet or exceed both the design and performance requirements for as outlined in EN 531:1995

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

A tube style design shall not be acceptable.

All head and bib seams shall be flat lock stitched.

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

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

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

DESIGN

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

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MATERIAL

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

APPLICATION

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

COLOUR

- Grey

SIZE RANGE

- One size fits all

FEATURES

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

STRUCTURAL FIREFIGHTING HELMET

SCOPE

The scope of this product specification encompasses the performance criteria, design, construction and Materials deemed necessary for helmets utilized for structural fire fighting.

GENERAL:

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

PERFORMANCE CRITERIA:

All Structural Fire Helmets shall meet the requirements of NFPA 1971:2013 (or the Latest & current edition); US-OSHA 1910.156, and CAL-OSHA.
All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current versions of ANSI/ISEA Z87.1 and NFPA 1971.

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

MANUFACTURER'S WARRANTY:

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

HELMET SHELL:

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

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

IMPACT CAP:

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

HEAD SUSPENSION:

The Structural Fire Helmet suspension system shall be compromised of a four-way-strap crown suspension. The crown suspension straps shall be firmly locked into the shell lugs and shall be made of 3/4" wide nylon webbing. A ¼" cross linked polyethylene foam crown pad is attached to the overhead straps.

SIZING ADJUSTMENT:

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

COMFORT LINER:

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

CHINSTRAP:

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

EAR/NECK PROTECTION:

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

RETRO-REFLECTIVE TRIM:

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

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Face Shield

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

Hardware

The face shield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell.
The brackets allow the face shield to be raised above the helmet shell when not in use.

The following Wild Fire Fighting PPE is also required:

FIRE FIGHTING OVERALL: (One Piece)

DESIGN

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

Optional: The following add-ons will be mandatory

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

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MATERIAL

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

APPLICATION

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

COLOUR

- Navy.

SIZE RANGE

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

FEATURES

- Flame-resistant for the life of the garment.
- Water washable, including home washing and industrial laundries (see wash
- instructions).
- Excellent breathability.
- High moisture absorbency and dissipation.

STANDARDS

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

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

- Fire emblem with Municipality Logo in the central, to be Embroided on left chest, above left breast pocket.

  SA flag on left shoulder, embroided. Size not less than 10.5 cm x 6.5cm

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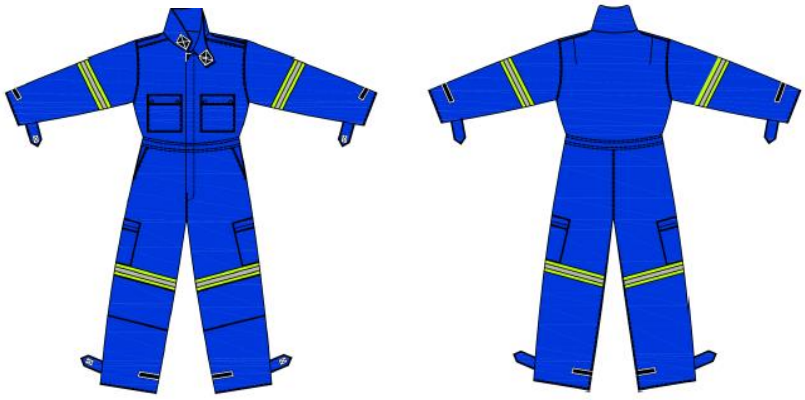
SIGNATURE:		DATE:	

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



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Wild Fire fighting Goggles

Protective goggle designed to specifically address the needs of the Wildland fire fighter. Hard coated outer lens with an anti-fog inner lens coating.
Baffled top and bottom vents.
Elastic strap with quick release buckle.
Features the “Nose Shield” for superior nose protection.
Strap tension adjusts while wearing gloves and features the Quick Strap.

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

APPROVALS:

CONFORMITIES:

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

Copy of Directive Certificate to accompany the Bid Document.

ADDITIONAL REQUIREMENTS:

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

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

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

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

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5. General

5.1 Delivery of items will be at the various departments, Stellenbosch Municipality, Stellenbosch

4.2 Contract period will be from date of implementation until 30 June 2026

Instructions:

You don't have to tender on all items, only the item that you would like to supply to the Stellenbosch Municipality.

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

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

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16. PRE-QUALIFICATION SCORE SHEET

Evaluation Criteria/Portfolio of Evidence

Evaluation Criteria
Confirmation letter that items offered are SANS/SABS approved (must be attached with tender)
Attached proof of previous contracts which include contact details of minimum three organizations or businesses where the equivalent quantities were supplied.
Compliant Bidders must provide Stellenbosch Municipality with samples of each item offered and tendered for. (Not per size only per item) Within 7 days after closing of tender. Items to be delivered during office hours at Stellenbosch Municipal Fire Department c/o Helshoogte and Cluver Road, Stellenbosch. Office hours 08:00 – 16:30.
Attach a 6-month warranty for all items offered and tendered for.
Written confirmation that clothing can be delivered within 4 – 6 weeks and that delays will be communicated timeously.
Soft copy of Excel spreadsheet must be provided with tender.

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

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

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17. 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 mores 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 mores 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			

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18. 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 *(If nil, enter **NIL**)*				

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			

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19. 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				
Tel		Tel				
Fax		Fax				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores 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			

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20. 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				
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Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if mores 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			

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21. 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'									
Are you/is the firm a registered VAT Vendor	**YES**					**NO**				
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 a period of three years dependent on budget availability for year three.**
4. **You don't have to tender on all items, only the item that you would like to supply to the Stellenbosch Municipality.**
5. **Please use the average amount of the item from size XS to 7XL etc.**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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PRICING SCHEDULE:

Item no	**Supply of**: Fire Department; Traffic Department and Law Enforcement uniforms **SAMPLES TO BE PROVIDED FOR EVALUATION PURPOSSES WHEN REQUESTED**			Compliance to specification mark in YES column, if not in NO column		**PRICING SCHEDULE (INCLUSIVE OF VAT)**			
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
1.	**Description**	**Color**	**Fabric**						
1.	White Magnum Short Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the arms	White							

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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Item no	**Supply of**: Fire Department; Traffic Department and Law Enforcement uniforms **SAMPLES TO BE PROVIDED FOR EVALUATION PURPOSSES WHEN REQUESTED**			Compliance to specification mark in YES column, if not in NO column		**PRICING SCHEDULE (INCLUSIVE OF VAT)**			
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
2.	White Magnum Long Sleeve Shirt with 2 Pockets in front, Epaulettes on shoulders and arm flashes on the Arms 	White							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
3.	Navy Blue Rip stop Short Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets. (ITEM 3,4 AND 5 WILL BE AWARDED TO SAME SUPPLIER)	Navy Blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
4.	Combat Rip stop Pants with two side pockets and double material on knees with **elastic inserts** on the sides of the waist (ITEM 3,4 AND 5 WILL BE AWARDED TO SAME SUPPLIER)	Navy Blue/Black No reflective material							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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Item no	**Supply of**: Fire Department; Traffic Department and Law Enforcement uniforms **SAMPLES TO BE PROVIDED FOR EVALUATION PURPOSSES WHEN REQUESTED**			Compliance to specification mark in YES column, if not in NO column		**PRICING SCHEDULE (INCLUSIVE OF VAT)**			
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
5.	Rip stop Long Sleeve Shirt with epaulettes on the shoulders, arm flashes on the sleeves and rubberized fire badge on the left front side and two breast pockets.	Navy Blue							
6.	Metal Fire Badge								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
7.	Step out tunic Black single breast, 4 pockets in front with 4 buttons with epaulettes on the shoulders and arm flashers	Black							

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8.	Step out Black Pants with Red stripe on the side	Black							

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Item no	**Supply of**: Fire Department; Traffic Department and Law Enforcement uniforms **SAMPLES TO BE PROVIDED FOR EVALUATION PURPOSSES WHEN REQUESTED**			Compliance to specification mark in YES column, if not in NO column		**PRICING SCHEDULE (INCLUSIVE OF VAT)**			
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
9.	Ties	Black/Blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
10.	Metal axe for tie 								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
11.	FIRE- BLACK LADIES TIES/ TRAFFIC -BLUE LADIES TIES 	Black/ Blue	100% Polyester						

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12.	Lanyards – Single and Braided	Red/ blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
13.	Monaco Golf Shirt with Fire & Rescue (Yellow) on both sleeves and Fire/Traffic/Law enforcement logo embroidered on left chest. 	Red/Black Black/Grey Blue/Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
14.	Track Suits with Fire Logo embroidered in front and Stellenbosch Fire & Rescue on the back 	Black and red/blue	Polar fleece on the inside with polyester on the outside or fully polyester						

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15.	Firemans socks, mid-calf length	Black / Navy blue. Thick cushioned terry foot bed. Reinforced toe and heel section. Double layer shank	Fire-Safe FR knit						

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16.	Officers Baseball cap with Embroidered badge on front and on peak, Fire & Rescue and Stellenbosch on the sides 	Black Navy Blue							
17.	Fire Fighter Baseball Cap with Embroidered badge on front. Fire & Rescue and Stellenbosch on the side.	Black Navy Blue							

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18.	Leather belt with metal firemans buckle.	Black							
19.	Fire Fighter Cap with Metal Badge 	Black							

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20.	Officers Peak Cap with Embroidered peak and Metal Badge	Black							
21.	Woolen Beanie with Fire & Rescue/ Law Enforcement/ Traffic Embroidered badge	Navy Blue/ Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
22.	Cricket Hat with Fire Logo and Fire & Rescue/ Law Enforcement Embroidered	Navy Blue/ Black							

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23.	Jersey Combat with Epaulettes and embroidered fire arm flashers and embroidered Fire badge left front.	Black / Navy Blue							
24.	Pull Over Jersey with epaulettes and Fire badge embroidered left front	Black / Navy Blue							
25.	Round neck T-shirt with printed fire badge on left front and printing on back (Fire & Rescue)	Black / Navy Blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
26.	BOVA CHELSEA BOOT(90006) OR EQUIVALENT	BLACK							

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27.	**KITBAG FOR FIRE FIGHTERS PPE** **MATERIAL** 1. 420 D PVC nylon base and zip gussets 2. Polyester netted material sides and ends 3. No 10 CF nylon zip	Orange and Black/Red and Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	4. No 10 CF nickel plated slider 5. Poly prop webbing 38mm 6. No 36 spun polyester thread **DIMENSIONS** 400 Ø mm x 110cm long								
28.	Rubber Epaulette with Various Rank markings								

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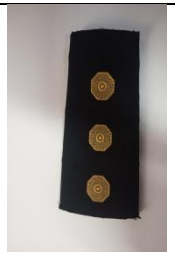
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
									
29.	Metal Epaulette with Various Rank markings								
30.	Rubberized, Iron on Name Tag with SA Flag for shirts								
31.	Arm Flashes								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
32.	Kenny Jacket with Epaulettes and arm flashes on the sides and Fire Logo on left hand chest.	Blue/Black							
33.	Air Force type Leather Jacket with Arm Flashes, Fire / Law Enforcement/Traffic logo on the left chest and epaulettes and two closed pockets	Black/ Blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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34.	NIKE CROSS TRAINER SHOES OR THE EQUIVALENT								

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35.	Camel bak – 1,5/2 Liter Hydration pack								
36.	Mattress Protector Single bed								

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37.	Set of 3 Key- Alike locks (30mm)								
38.	Working gloves/rescue gloves or the equivalent								
39.	TUNICS: Structural Fire Fighting tunic jacket with moisture barrier, thermal barrier, and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.	Navy Blue / Beige							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	 (ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)								

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40.	BUNKER TROUSERS: Structural Fire Fighting trousers with moisture barrier, thermal barrier, and lining and that complies with NFPA 1971 (2018 editions) or the equivalent and including repair to /or replacement of parts of gear due to damage.	Navy Blue / Beige							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	ITEM 32 AND ITEM 33 WILL BE AWARDED TO SAME SUPPLIER)								
41.	Replacement material per square meter for Tunic and Bunkers								
42.	Labour per hour for repairs of Tunic and Bunkers								
43.	Replace inner zip of Tunic								
44.	Replace outer zip of Tunic								
45.	FLASHHOODS with thermal protective performance - 2 ply - 29.1 cal/cm2 Material Content: 40% P84								

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	55% Lenzing FR 5% Kevlar. Meets or exceeds NFPA 1971-2007 Edition and is UL Certified. Meets or exceeds Cal/OSHA Standards or the equivalent								
46.	STRUCTURAL GLOVES Fire-fighting gloves type: Caroline 8004 ČSN EN 659:2004+A1:2008 – Protection gloves for fire fighters or the equivalent								

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47.	Petzl Pixa II intrinsically safe Headlamp or the equivalent								
48.	FIRE FIGHTING BOOTS FAL TORCH BOA WITH BOA CLOSING SYSTEM EN ISO 15090 : 2012 OR THE EQUIVALENT								

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49.	Structural Fire Fighting Helmet Cairns 360 S Structural								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
50.	Structural Fire Fighting helmet Heros-Titan with face shield, neck protector and helmet torch system for Heros-titan. HELMET: Type B/3b full protection helmet for indoor and outdoor fire fighting EN 443:2008, EN 16471:2014,	WHITE/ YELLOW/ RED							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	EN 16473:2014 ISO 16073:2011 Electrical isolation, resistant to chemicals TORCH: Powerful hi-tech LED beam, explosion-proof. Ex II 2 G Ex ib IIC T4 Gb Ex II 2 D Ex ib IIIC T 135°C Db or the equivalent								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
51.	Neck Flap for Structural Fire Fighting helmet Heros-Titan								
52.	Adjustable inner and hardware gear for Structural Fire Fighting helmet Heros-Titan								
53.	Helmet torch for Structural Fire Fighting helmet Heros-Titan								
54.	Visor and sun visor for Structural Fire Fighting helmet Heros-Titan								
55.	Servus fire fighting boots or equivalent								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
56.	MSA SLIMVIEW SPLASH AND DUST GOGGLES Meet or exceed CE EN166 standards Lens-Polycarbonate								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	Anti-fog Single lens Body-PVC Flexible fitting goggle with indirect vents. Dust goggles have foam binding. Nose piece-PVC Universal integral to frame Headband Textile Elastic Adjustable elastic OR THE EQUIVALENT								
57.	Personal Rope: Diameter (mm) 8 Weight (g/m) 39.8 / Min Strength (da N) 1640 CE Approval 1019 / EN Approval 564. OR THE EQUIVALENT								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
58.	Magnum Trousers with stitching in the front and the back	Traffic blue Navy blue	55% Treviera 45% Wool						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
59.	Short sleeve shirts with epaulettes 2 pockets 	Traffic blue	65% Polyester 35% Cotton						
60.	Long sleeve shirts with epaulettes 2 pockets	Traffic blue	65% Polyester						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
			35% Cotton						
61.	Long sleeve jerseys with epaulettes	Traffic blue	100% Acrylic						

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62.	Pull over with epaulettes	Traffic blue	100% Acrylic						

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63.	Lightweight socks (short)	Traffic blue	80% Wool						

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			20% Nylon						
64.	Ladies skirt	Traffic blue	55% Trevira						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
			45% Wool						
65.	Ladies Formal Pants	Traffic blue	55% Trevira 45% Wool						

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66.	TRAFFIC BLUE RAIN JACKETS & RAIN PANTS	100% Oxford nylon							

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67.	TRAFFIC BLUE COMBAT PANTS		55% Poly cotton						

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			55% Field dress fabric						

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68.	Opti- fresh socks Magnum long socks 	Traffic blue Black Navy Blue	Light weight 80% Wool 20% Nylon						
69.	SLEEVELESS BEAU FLEECE Stylish full zip with zipper tag, outer side and internal pockets, anti-pill microfibre fleece traps heat and releases body moisture 240g anti-pill microfibre polar fleece	Colour Sky, black and grey, navy and grey							

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70.	Web belt	Black	50mm black canvas web belt						

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71.	Combat pants	Air force blue	55% Poly cotton 55% field						

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			dress fabric						

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72.	Ladies sheer panty house	Black / clear	100% Canvas combat boots						
73.	Ladies leather handbag with shoulder strap and zip (Size- 30cm x 30cm) 	Black or Navy	100% Leather handbags						

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74.	Ladies felt hat with Stellenbosch Traffic /Law Enforcement emblem 	Traffic blue							
75.	Batons with pouch	Black	Tonga baton						

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76.	Gumboots with zip on inside 	Green	100% rubber with fur lined on inside boots						
77.	Motorbike Full face helmet (SABS approved)	White/ Blue							
78.	Motorbike riding gloves (SABS approved)	Black							

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79.	Ladies shoe 51400 or (Equivalent to Green cross)	Black/Navy							
80.	Men shoe 71512 or (Equivalent to Green cross)	Black							
81.	Men`s Bronx shoe with laces or equivalent	Black							
82.	Officers cap Traffic Blue	Traffic Blue							

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83.	B4m Led flashlight 1200 Lm								

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	Specifications Uses **Cree XP-L V6** LED with a lifespan of 50,000 hours. Higher Level and More effective performance than XP-L and XM-L T6 Led Max **1200 Lumens** performance Due to **Low inner resistance and High Effective Circuit Driver.** Long Beam distance: Max **385 yard** beam distance **Rechargeable and Power bank function**: Combine USB charging flashlight with Power bank function. It's both **a rechargeable flashlight** and a reliable **power bank** which **can charge an IPhone once.**								

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84.	Rank Structure of Law Enforcement (Different ranking) 	Royal Blue with gold ranks- Municipal logo inside- (See samples)							
85.	Formal blazer **EVENTS/SECURITY single breasted**	Black	100% Trevira wool						

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86.	EVENTS/SECURITY single breasted blazer.								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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Item no	**Supply of**: Fire Department; Traffic Department and Law Enforcement uniforms **SAMPLES TO BE PROVIDED FOR EVALUATION PURPOSSES WHEN REQUESTED**			Compliance to specification mark in YES column, if not in NO column		**PRICING SCHEDULE (INCLUSIVE OF VAT)**			
				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
87.	Tunics/ with different rank markings on sleeves 	Traffic blue	100% Treviera wool						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
88.	Mens statement classic pants PA-CLA 	Black	100% Polyester						

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89.	Ladies Statement Pencil skirt with slit detail: L-SS Black Comes with constructed waistband with elasticated inserts in larger sizes 								
90.	Ladies statement classic pants:LP-SC Black 100% Polyester fabric								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
91.	MICRO FIBRE POLO FLEECE JACKET Anti-pull microfibre fleece traps heat and releases body moisture, Long sleeve zip front 240g Anti-pull microfibre polar fleece	Colour Sky, black and navvy							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
92.	ALL WEATHER MAC JACK Water resistant double coated nylon with inner towelling NB * On left chest (With embroidery), Stellenbosch Municipality, Logo and Law Enforcement								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
93.	¾ single breast duffle coat with epaulettes, must be button in front with 2 side pockets	Traffic blue	100% wool blend						

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94.	CANVAS COMBAT Boot Black	Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
95.	COMBAT BOOT for woman Black	Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
96.	Lanyard	Blue or black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
97.	Gloves	Navy blue	Polar fleece						
98.	Winter Scarf (Law enforcement embroidered in red at bottom-end)	Navy blue	Polar fleece						
99.	Combat trousers with piping	Navy blue with royal blue piping	65/35						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
100.	Combat shirts with piping	Navy blue with royal blue piping	65/35						
101.	Face Gas Maskers								
102.	KINETIXX® COMBAT GLOVES 'X-LIGHT' - black								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	 - light operations glove, extremely tactile, ergonomically perfect fit for the hand.- - synthetic leather reinforcements on back of hand								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	- breathable, good grip, touchscreen capability - eyelets to fasten onto carabiner - perfect fit thanks to hook and loop closure - perfect for all general operations and searches requiring high degree of tactility and dexterity.								
103.	Police Military Tactical Vest								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
104.	Canvas Tactical Duffle Bag MENS LARGE 24" INCH DUFFEL TACTICAL MOLLE TACTICAL CARGO GEAR SHOULDER BAG CONVERTIBLE								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	BACKPACK, RANGE BAG, CONCEALED CARRY (TACTICAL BLACK) 								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	 Description The 45L Duffle bag with convertible backpack straps system when utilized or stored in a zipper sleeve, while a single shoulder strap is included but also removable.								

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	Material: 600D High Density Polyester for daily durable use. Interior water proof PVC lining provides protection from water. Large opening main compartment, internal padded divider, multiple pockets inside of main compartment flap, 1 side zippered pockets on each side Attachment points: molle strap system on sides,buckle snap load compression/hangstraps Removable adjustable shoulder strap; Padded shoulder straps as system converts into backpack.								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	Heavy duty no snag zippers; main handle, top handle, for better grip Dimensions: 609mm L x 304mm W x 228mm D;								
105.	**SOFT ANTI RIOT SUIT** Trade Name: Police Anti-Riot suit Model No: JQ-100 **DIMENSIONS** Gross weight - 7kg (with outer suitcase) Size – Adjustable size (One size fits all)								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	Wearer with the height - 165cm-190cm Package dimension - 58cmX42cmX28cm; Accessories separate packaging Outer Fabric: Anti-fire 1000D Nylon Cordura Shell: 2.5mm thickness PP or Nylon material Lining: Polyester Fleece Fabric Inner Plastic Plate:3-4mm Thickness Inner Pad: 10-12mm Thickness Anti-Fire Rubber EPDM Foam Tape: Nylon Material Sewing Yarn: Nylon Material Total Weight: Maximum 7 KGS Working Temperature: -30℃≤								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	Impact resistant energy：30J/cm2 Flexibility: Suit provides flexible body actions with easy wearing and removal.								

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106.	**LEVEL IIIA PASGT BALLISTIC HELMET** • **Material:** Kevlar with Durable Finish • **Balistic Standard:** Conforms to NIJ Level IIIA standard.								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Must be comfortable when worn for extensive periods of time even in adverse conditions • Edge covered with low profile neoprene rubber extrusion • Adjustable Chip Strap. Compressed foam Padding inside. • Adjustable Harness System that can be released and removed • Nape Pad that is fully adjustable								

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	• 3 Point Chin Strap • Sizes Range Small – XL 								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
107.	**SPECTRA TACTICAL GOGGLES (or equivalent)** • Clear, Smoke or Indoor/outdoor Lens • Snug fitting Goggle Type Spectacle • Indirect Venting • Changeable Head Strap • Black metal frames with an adjustable nosepiece. • Soft-touch temple tips provide additional comfort								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Flat temples with spring hinges to wear under a helmet •								
108.	**ELBOW GUARD** • Hook and Loop Fastener • Rubber Non-Slip Caps								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Protective Contoured Plastic • One Size Fits All • Colour - Black 								
109.	**TACTICAL KNEE GUARD**								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Hook and Loop Fastener • Rubber Non-Slip Caps • Protective Contoured Plastic • One Size Fits All • Colour - Black								

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110.	Facial Masks. Law Enforcement printed on the mask.	White on blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
111.	Facial/Neck Masks. Law Enforcement printed on the mask. Must cover from the nose down to the neck.	White on blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
112.	Arm Sleeves. Law Enforcement printed on the sleeve. Must cover from the wrist up to the bicep. Price must be for a pair.	White on blue							

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113.	**BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER JACKET**	Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	 • Removable Kevlar bulletproof interior liner for cleaning and maintenance.								

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CAPACITY		DATE	
NAME OF FIRM			

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Meets NIJ 3A standards that will stop a 357 Magnum, 44 Magnum, 9mm, .45, hollow point ammunition and more. Threat level 3A is the highest level of protection available in soft body armor • Provides identical anti-ballistic protective coverage area as a traditional law enforcement body armor vest Sizes from XS – 3XL Long sleeve								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
114.	**BULLET BLOCKER LEVEL 3A MEN AND WOMEN BULLETPROOF LEATHER BIKER VEST** 	Black							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	• Removable Kevlar bulletproof interior liner for cleaning and maintenance. • Meets NIJ 3A standards that will stop a 357 Magnum, 44 Magnum, 9mm, .45, hollow point ammunition and more. Threat level 3A is the highest level of protection available in soft body armor • Provides identical anti-ballistic protective coverage area as a traditional law enforcement body armor vest Sizes from XS – 3XL								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
115.	Custom Tactical Velcro ID Patch 500 Denier Nylon Fabric with hook backing Size depending on ID length (My Text to be replaced with LAW ENFORCEMENT/TRAFFIC 	White on black (Reflective)							
116.	Riot complete helmet	Black							

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117.	Law Enforcement shoulder flashes	Royal blue with white printing and municipal logo							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
118.	Metal and rubberized Law enforcement badge	Gold with royal blue							

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
119.	Balaclava	Navy blue							
120.	Combat boots	Black	Magnum /Interceptor/Bova/						

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
	Law Enforcement and Traffic 		Fuel combat boots						
121.	Rain coat, plastic (See through) – To wear over uniform								

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				Yes	No	**YEAR 1 23/24**	**YEAR 2 24/25**	**YEAR 3 25/26**	**TOTAL**
122.	Neck ID Badge Holder features a leather bi-fold with a hook & loop closure with 33” chain to wear badge around the neck, clear window for ID on one side and cut out on opposite site for badge. The badge holder can also be worn on a belt.	Gold and municipal logo Black holder							

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22. 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.

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WITNESS 1		WITNESS 2	