

**TDR95/2020/2021**

**SUPPLY AND DELIVERY OF FIRE FIGHTERS HUMAN PROTECTION MATERIAL – FIRE FIGHTING PROTECTIVE CLOTHING**

<b>CLOSING DATE: 6 NOVEMBER 2020</b>	<b>CLOSING TIME: 12:00</b>
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**NAME OF BIDDER\*** : .....

**ADDRESS\*** : .....  
: .....  
: .....  
: .....

**TEL NUMBER\*** : .....

**FAX NUMBER\*** : .....

**E-MAIL\*** : .....

**CENTRAL SUPPLIER DATABASE REG NO\*** : .....

**B-BBEE LEVEL OF CONTRIBUTION\*** : .....

**TENDER AMOUNT (VAT INCLUDED) \*** : .....(page 43-47) .....

**(\* - TO BE COMPLETED BY BIDDER)**

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Prepared by:  
Mossel Bay Municipality  
PO Box 25  
Mossel Bay  
6500

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## SECTION 1.1: INVITATION TO TENDER

**CLOSING TIME: 12:00**

**CLOSING DATE: 6 NOVEMBER 2020**

### **TDR95/2020/2021: SUPPLY AND DELIVERY OF FIRE FIGHTERS HUMAN PROTECTION MATERIAL – FIRE FIGHTING PROTECTIVE CLOTHING**

Tenders are hereby invited from prospective suppliers or manufactures for the Supply and Delivery of Fire Fighters Human Protection Material – Fire Fighting Protective Clothing for the period ending 30 June 2023.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Ms Ann Supra-Vertue at telephone (044) 606-5234 or [asupra-vertue@mosselbay.gov.za](mailto:asupra-vertue@mosselbay.gov.za). Enquiries pertaining to the completion of the documents can be addressed to Ms Unchin Kannemeyer at telephone (044) 606-5192.

A set of tender documents can be obtained at a non-refundable cost of R244.06 per set from Ms Unchin Kannemeyer who may be contacted at telephone (044) 606-5192 or e-mail at [ukannemeyer@mosselbay.gov.za](mailto:ukannemeyer@mosselbay.gov.za) **OR** it can be obtained on our website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, Plaza Aquada Building, 55 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box on the Lower Ground floor (seaside) at the Mossel Bay Municipality Main Building, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday, 6 November 2020** or be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

This tender is subject to Regulation 9 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory.

Please note that the Textile, Clothing, Leather and Footwear Sector has been designated with a minimum threshold of 100% for local content and production.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 25 September 2020.
2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Responsive bids will then be evaluated on the 80/20 or 90/10 Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

**ADV T GILIOME  
MUNICIPAL MANAGER**

## **SECTION 1.2: TENDER CONDITIONS AND INFORMATION**

### **1.2.1 General and Special Conditions of Contract**

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

### **1.2.2 Acceptance or Rejection of a Tender**

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

### **1.2.3 Validity Period**

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

### **1.2.4 Cost of Tender Documents**

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Municipality of Mossel Bay. These costs are non-refundable.

### **1.2.5 Registration on Central Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

### **1.2.6 Completion of Tender Documents**

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

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

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

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

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

## **1.2.7 Compulsory Documentation**

### **1.2.7.1 Tax Clearance Certificate**

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

## **1.2.8 Other Documentation**

### **1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)**

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

### **1.2.8.2 Municipal Rates, Taxes and Charges**

(a) A copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

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

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

## **1.2.9 Authorised Signatory**

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

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

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

#### **1.2.10 Site / Information Meetings**

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

#### **1.2.11 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

#### **1.2.12 Quantities of Specific Items**

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

#### **1.2.13 Submission of Tender**

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

placed in the **tender box on the Lower Ground floor (seaside) at the Municipality by not later than 12:00 on Friday, 6 November 2020.**

OR

- be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

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

#### **1.2.14 Expenses Incurred in Preparation of Tender**

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

### **1.2.15 Contact with Municipality after Tender Closure Date**

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

### **1.2.16 Opening, Recording and Publications of Tenders Received**

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

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

### **1.2.17 Evaluation of Tenders**

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

### **1.2.18 Procurement Policy**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2001 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management Policy.

### **1.2.19 Contract**

(a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

### **1.2.20 Subcontracting**

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

#### **1.2.21 Language of Contract**

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

#### **1.2.22 Extension of Contract**

The contract with the successful bidder may be extended should additional funds become available.

#### **1.2.23 Stamp and Other Duties**

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

#### **1.2.24 Wrong Information Furnished**

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

#### **1.2.25 Past Practices**

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.



### 1.2.26 Validity of BEE certificates:

(a) **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

(c) **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

(d) **A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.**

**FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED**

### 1.2.27 Letter of Good Standing from the Commissioner of Compensation

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents unless the bidder is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof for the bidder on record. The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents unless the member is registered on the Central Supplier Database and they have a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof on record for all members of the Consortium/Joint Venture.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Central Supplier Database, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

### **1.2.28 Negotiations**

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

### **1.2.29 Joint Ventures**

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
  - a valid tax clearance certificate or SARS tax pin, individually;
  - an agreement that clearly provides clarity of Profit and liability sharing; and
  - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (page 78-80)
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

### **1.2.30 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Ms Ann Supra-Vertue at telephone (044) 606-5234 or email at [asupra-vertue@mosselbay.gov.za](mailto:asupra-vertue@mosselbay.gov.za).

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## 1.3 GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "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.
- 1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 so far as may be necessary for purposes of such performance.

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

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

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

## **6. Patent Rights**

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

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: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

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

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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

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

8.5 Where the 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.

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

- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed 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.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.
- 11. Insurance**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:  
(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;  
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;  
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;  
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and  
(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:  
(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and; (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the 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 goods 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:  
(i) the name and address of the supplier and / or person restricted by the purchaser;  
(ii) the date of commencement of the restriction  
(iii) the period of restriction; and  
(iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

### **24. Antidumping and countervailing duties and rights**

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

### **25. Force Majeure**

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

### **26. Termination for insolvency**

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

### **27. Settlement of Disputes**

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 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, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier 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; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 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**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



## SECTION 1.4: SPECIAL CONDITIONS OF CONTRACT

- 1.4.1 The tender is for the supply and delivery of Fire Fighters and Security Human Protection Material – Fire Fighting Protective Clothing for the period ending 30 June 2023.
- 1.4.2 The bidders must be an official distributor or manufacturer of personal protective clothing and proof must be provided in this regard. **Failure to submit proof with tender document may be seen as submitting a non-responsive bid.**
- 1.4.3 The factory where the fire gear and the vegetation suits are manufactured must be SANAS approved. **Failure to submit proof with tender document may be seen as submitting a non-responsive bid.**
- 1.4.4 Detailed Specifications of the items as per Section 2.1 must be submitted with the tender document, to ensure compliance with the specifications. **Failure to submit proof with tender document may be seen as submitting a non-responsive bid.**
- 1.4.5 Delivery must be within eight (8) weeks after receipt of order, at the Fire Department in Schoeman Street, Mossel Bay.
- 1.4.6 The Municipality may, from time to time, test the quality of the uniform and non-compliance may result in the termination of the contract (refer to the General Conditions of Contract).
- 1.4.7 Samples on different sizes to be submitted to the Fire Department before an order will be placed, to ensure that the correct sizes are ordered. These samples will be returned to the successful bidder.
- 1.4.8 The supplier must exchange any item that is ill-fitting or of wrong size and provide a replacement at no extra cost.
- 1.4.9 The Municipality reserves the right to cancel this order should it be discovered that inferior materials are being used or unacceptable construction is evident in the assembly of the garments.
- 1.4.10 Price increases, relating to the exchange rate, is subject to the approval of the Relevant Director or her/his delegate.
- 1.4.11 A preferred and alternative bidder for each item may be appointed depending on the responsiveness of bidders.
  - 1.4.11.1 If the preferred bidder is unable to deliver the required quantity per order, the supplier must confirm this in writing (within 2 hours after the receipt of the official order) then the alternative will be used.
  - 1.4.11.2 If the alternative bidder is unable to deliver the required quantity per order, the supplier must confirm this in writing (within 2 hours after the receipt of the official order) then the second alternative will be used.
  - 1.4.11.3 If no **positive response** is received from the preferred bidder or the alternative bidder within two hours after the receipt of the order it will be deemed that the goods cannot be delivered and then quotations will be obtained from other bidders.

1.4.12 The details and contact numbers of other Fire and Rescue Departments to whom these uniforms were supplied to must be submitted. **Failure to complete the table below may be seen as submitting a non-responsive bid.**

Nr	Company Name	Contact Person	Contact Number
1.			
2.			
3.			

## SECTION 2.1: SPECIFICATIONS

### UNIFORM SCHEDULE FOR LOCAL AUTHORITY FIRE & RESCUE SERVICES

#### 1. Comment on safety and utility for operational categories of Fire & Rescue Service uniform

Prospective Suppliers are urged to consider that the Fire & Rescue working environment is physically intense and exposure to high temperature environments and debris strewn scenes are commonplace. In ensuring rapid response to emergencies; it is usual for fire fighters to don personal protective outer wear (bunker gear) over their station wear or officer wear.

On scene; there are times when fire fighters will be working in conditions that may not necessitate the need for outer bunker wear such as structural firefighting ensembles and may be granted permission to work in station T-Shirts or in the inner wear that they were wearing at time of response.

In order to ensure the best possible protection for fire fighters; the Western Cape Chief Fire Officers Committee (CFOcom) has adopted the NFPA 1975 Standard on Station / Work Uniforms for Fire and Emergency Services as best practice.

NFPA 1975 attempts to eliminate dangerous fabrics and establish a degree of protection for work uniforms. It addresses such issues as thermal stability and flame resistance as they pertain to fabrics that melt, drip, burn, stick to the skin and cause burns to the wearer. Critical to this, is the statement made in NFPA 1975 “that no part of the uniform garment shall “ignite, melt, drip, or separate” when exposed to a heat of 500°F [260°C] for 5-minutes” and that the requirement of Thermal Stability Test One shall be met. If the fabric for work uniforms is advertised as “flame resistant”, then the flame resistance test shall have an average char length of not more than 150mm and shall have an average after flame of not more than 2.0 seconds and shall not melt or drip.

The adoption of the NFPA 1975 Standard is in line with the intents of the Occupational Health & Safety Act, Act 85 of 1993 and this is considered non-negotiable in terms of achieving a standard of reasonable protection for the fire fighter in terms of personal protection whether in bunker gear or not.

Care and durability are also factors that are considered critical in ensuring that uniforms last longer and maintain their appearance whether due to repeated washing, staining, and perspiration, etc. In consideration of the work environment durability also refers to the ability of the garments to retain their integrity under extreme physical work that will require constant bending, stooping and sometimes crawling through narrow spaces. Colour fastness and appearance is also just as relevant as fire fighter's work in a uniformed shift work environment which will require constant laundering of uniforms. As the personal issuing of uniform is strictly controlled; it is expected that colour

fastness and reasonable resistance to fading will assist in ensuring that uniforms last longer. For these reasons it is expected that suppliers will ensure that full account of adherence to the relevant SANS Textile Standards is maintained and proven upon request from the requesting party.

## **2. Alignment to Fire & Rescue Service Uniform Policy**

Any item of uniform contained in the Supply Schedule must conform to the Fire & Rescue Service Uniform Policy and its related Annexures. No deviation in terms of colour, design or appearance will be tolerated as this will be in contradiction of the Uniform Policy. Should there be doubt as to any particular item of uniform requested; prospective suppliers are urged to contact the requesting party and obtain insight into Annexure B which contains images of the various items of uniform.

## **3. Protective Statement on Fire & Rescue Service Uniform Policy**

Any prospective supplier or contracted supplier of Uniforms to a requesting Authority is advised that in terms of the Fire Brigade Service Act, Act 99 of 1987 and specifically in terms of Fire Services Bylaws as it applies to municipalities it is considered an offence for a person who is not a member of service, (as defined in the Fire Brigade Service Act) to wear any item of official clothing, uniform, badge or insignia of the service.

Suppliers (prospective, contracted or otherwise) are therefore cautioned against selling any item of clothing as described herein to any organization, person or entity unless such request is accompanied by an official purchase order from a Local Authority Fire Service; or an official purchase order from a Service designated as a Fire Brigade Service in terms of Section 4 of the Fire Brigade Service Act; or by a purchase order from the Provincial Directorate of Fire Brigade Services; and that under no circumstances should a supplier sell, distribute or issue any of item of uniform as approved for use in the Western Cape to any other organization, person or entity.

## 2.1.1 SPECIFICATIONS

<b>Code</b>	1A.
<b>Description</b>	<p><b>FIRE GEAR</b></p> <ul style="list-style-type: none"> <li>• Meet or exceed the relevant standards as set out in NFPA 1971- 2018: Standard on Protective Ensemble for Structural Fire Fighting</li> <li>• Tunic and trousers</li> </ul>
<b>Size</b>	S – XXXXL
<b>Style</b>	<p><b>TUNIC JACKET:</b></p> <ul style="list-style-type: none"> <li>• Filament Twirl Technology to be used for the outer shell for improved mobility, improved durability and improved protection;</li> <li>• “MOSSEL BAY FIRE &amp; RESCUE” Reflective lettering on the back (Two lines);</li> <li>• The minimum overlap between the tunic and bunkers shall be 250mm;</li> <li>• The jacket shall consist of a composite of an outer shell, a vapor barrier, a thermal barrier and a lining;</li> <li>• The vapor barrier, thermal barrier and lining from the inner shell as be detachable from the outer shell by means of a heavy-duty zip and Velcro with snaps at the arms;</li> <li>• The jacket shall have two front pockets fitted with drain holes, and closes by means for Velcro flaps;</li> <li>• The jacket shall include a radio pouch on the left front breast. The pouch must be sewn onto the jacket at a 45° angle (direction: from the chest towards the shoulder);</li> <li>• A webbing must be attached to the right breast. The webbing width must be 30mm. The webbing must be 40mm long (The webbing serves as a right-angle front facing flashlight attachment);</li> <li>• A Drag Rescue Device must be in the center of the rear of the jacket, just below the collar;</li> <li>• All seams shall be double stitched;</li> <li>• The coat shall have a double closure front with 50mm Velcro and a heavy-duty zip;</li> <li>• The sleeves shall be constructed in such a way to provide maximum movement. The sleeve cuffs shall be reinforced;</li> <li>• Elbow padding (leather patches) is required and shall be stitched onto the outer shell using a double stitch;</li> </ul>

- The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971 Standard;
- The jacket shall include two inverted pleats. The pleats shall be set in the back of the outer shell.
- The tunic jacket must be available in both traditional style and bunny jacket style.

**BUNKER TROUSERS:**

- Shall be shaped in such a way that it provides a tailored fit;
- The trousers shall extend no less than 150mm above the waist.
- Upper heavy-duty suspenders shall be permanently fitted to the trousers
- A heavy-duty mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders;
- The main body of the suspenders shall be constructed of non-elastic webbing. The suspenders shall be no less than 50mm wide.
- The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment;
- The suspender belt (Left & Right) shall be connected with 50mm elastic webbing at the back;
- The trousers are to be fitted with two Bellow pockets, one on each side of the trousers, with Velcro enclosure system;
- The trousers shall be fitted with a fly flap which shall be fastened with Velcro along the entire length. The fly flap shall taper from top to bottom;
- The cuff area of the trousers shall be reinforced;
- The leg ends shall be wide enough to fit over the leather bunker boots;
- The knee area shall be reinforced with polymer coated Kevlar squares or equivalent.

**Reflective Trim and Markings**

- Retro-reflective fluorescent trims in accordance with NFPA 1971 shall be fitted to the suit;
- All trims shall be 3M type;
- The trims shall be 50mm throughout and shall be double stitched;

The trims shall be lime-yellow with a silver strip in the centre.

<b>Code</b>	1B.
<b>Description</b>	<p><b>FIRE GEAR</b></p> <ul style="list-style-type: none"> <li>Meet or exceed the relevant standards as set out in EN 469:2005 – Protective clothing for firefighters. Performance requirements for protective clothing for firefighting.</li> </ul> <p>Tunic and trousers</p>
<b>Size</b>	S – XXXXL
<b>Style</b>	<p><b>TUNIC JACKET:</b></p> <ul style="list-style-type: none"> <li>“MOSSEL BAY FIRE &amp; RESCUE” Reflective lettering on the back (Two lines);</li> <li>The minimum overlap between the tunic and bunkers shall be 250mm;</li> <li>The jacket shall have two front pockets fitted with drain holes, and closes by means for Velcro flaps;</li> <li>The jacket shall include a radio pouch on the left front breast. The pouch must be sewn onto the jacket at a 45° angle (direction: from the chest towards the shoulder);</li> <li>A webbing must be attached to the right breast. The webbing width must be 30mm. The webbing must be 40mm long (The webbing serves as a right-angle front facing flashlight attachment);</li> <li>A Drag Rescue Device must be in the center of the rear of the jacket, just below the collar;</li> <li>All seams shall be double stitched</li> <li>The coat shall have a double closure front with 50mm Velcro and a heavy-duty zip;</li> <li>The sleeves shall be constructed in such a way to provide maximum movement. The sleeve cuffs shall be reinforced;</li> <li>Elbow padding (leather patches) is required and shall be stitched onto the outer shell using a double stitch;</li> <li>The inner jacket shall be attached to the outer jacket by means of a heavy-duty zip and Velcro with snaps at the arms;</li> <li>The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971 Standard;</li> <li>The jacket shall include two inverted pleats. The pleats shall be set in the back of the outer shell.</li> <li>The tunic jacket must be available in both traditional style and bunny jacket style.</li> </ul>

**BUNKER TROUSERS:**

- Shall be shaped in such a way that it provides a tailored fit;
- The trousers shall extend no less than 150mm above the waist.
- Upper heavy-duty suspenders shall be permanently fitted to the trousers
- A heavy-duty mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders;
- The main body of the suspenders shall be constructed of non-elastic webbing. The suspenders shall be no less than 50mm wide.
- The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment;
- The suspender belt (Left & Right) shall be connected with 50mm elastic webbing at the back;
- The trousers are to be fitted with two Bellow pockets, one on each side of the trousers, with Velcro enclosure system;
- The trousers shall be fitted with a fly flap which shall be fastened with Velcro along the entire length. The fly flap shall taper from top to bottom;
- The cuff area of the trousers shall be reinforced;
- The leg ends shall be wide enough to fit over the leather bunker boots;
- The knee area shall be reinforced with polymer coated Kevlar squares or equivalent.

**Reflective Trim and Markings**

- Retro-reflective fluorescent trims in accordance with NFPA 1971 shall be fitted to the suit;
- All trims shall be 3M type;
- The trims shall be 50mm throughout and shall be double stitched;

The trims shall be lime-yellow with a silver strip in the centre.



<b>Code</b>	2.
<b>Description</b>	<p><b>STRUCTURAL FIREFIGHTING GLOVES</b></p> <ul style="list-style-type: none"> <li>• Meet or exceed the relevant standards as set out in NFPA 1971- 2018: Standard on Protective Ensemble for Structural Fire Fighting.</li> </ul>
<b>Size</b>	S – XXXL
<b>Style</b>	<ul style="list-style-type: none"> <li>• Be of a multilayer design to provide maximum protection;</li> <li>• Outer layer to be fire retardant goatskin which stays soft and flexible after drying;</li> <li>• Full lined with Kevlar for maximum cut protection;</li> <li>• Fully knitted 100 % modacrylic inner liner which is sewn in at each fingertip and bonded for maximum retention and efficient wet don and doff;</li> <li>• A flexible six-layer system to protect the knuckles;</li> <li>• A NFPA 1971 compliant Porelle PTFE moisture and blood borne pathogen barrier;</li> <li>• A leather pull tab for easy don and doff;</li> <li>• Flexible finger sidewalls of Kevlar and Nomex to maximize dexterity;</li> </ul> <p>Palm layers to be stitched down with high burst Kevlar thread to strengthen grip.</p>

<b>Code</b>	3.
<b>Description</b>	<b>WILDFIRE GLOVES</b>
<b>Size</b>	SS – 3XL
<b>Style</b>	<ul style="list-style-type: none"> <li>• The glove must be lightweight, allow a good fit with a high level of finger dexterity;</li> <li>• The glove shall consist of two layers, namely a leather outer and an aramid/glass fiber liner. An optional waterproof membrane must be available;</li> </ul> <p><b>Leather outer</b></p> <ul style="list-style-type: none"> <li>• To be manufactured from high quality treated kangaroo or an equally strong type of leather which has the following qualities: <ul style="list-style-type: none"> <li>➤ Must be water resistant;</li> <li>➤ Must provide protection against most mechanical hazards;</li> <li>➤ The palm, thumb crotch and finger tips must be reinforced with patches made from Kevlar;</li> <li>➤ Must be sewn with aramid thread throughout;</li> <li>➤ Must be fitted with a knitted Kevlar wrist cuff</li> </ul> </li> </ul> <p><b>Liner</b></p> <ul style="list-style-type: none"> <li>• To be manufactured from a blend of 66% Kevlar, 33% glass fibre and 1% elastic;</li> <li>• Must be completely seamless.</li> </ul> <p><b>Performance specifications</b></p> <ul style="list-style-type: none"> <li>• The glove must be certified to comply with EN388:2003 Protective Gloves against mechanical risks for the following: <ul style="list-style-type: none"> <li>➤ Abrasion resistance: level 5;</li> <li>➤ Tear resistance: level 4</li> <li>➤ Cut resistance: level 5</li> <li>➤ Puncture resistance: level 4</li> </ul> </li> <li>• The glove must be certified to comply with EN420:2003 Protective Gloves General requirements and test methods standard for dexterity: level 5;</li> </ul> <p>The glove must be certified to comply with EN407:203 Protective gloves against thermal risks to withstand 30 seconds at 100°C.</p>

<b>Code</b>	4 (a)
<b>Description</b>	<p><b>STRUCTURAL FIREFIGHTING HELMET</b></p> <ul style="list-style-type: none"> <li>Meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2018 Edition (Pertaining to Structural Fire Helmets).</li> </ul>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>The helmet shall be flared, rear-brim design with a length of 12-5/8", a width of 10" at the face shield hardware and a height of 6-3/4";</li> </ul> <p><b>The Shell</b></p> <ul style="list-style-type: none"> <li>The helmet shell shall be of contemporary style and shall be constructed of heat-resistant thermoplastic;</li> <li>Color pigment shall be added to the thermoplastic resin as part of the manufacturing process that molds the helmet to help maintain appearance by masking chips and scratches that might occur in daily wear and tear;</li> <li>The shell finish shall be available in white, yellow, red, black, blue, orange and lime-yellow.</li> <li>The edge of the outer shell shall have aluminum reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless-steel clip and D-ring fastened by a stainless-steel rivet;</li> <li>The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2000 Section 6-6.12 Heat Resistance requirements.</li> </ul> <p><b>Impact Liner System</b></p> <ul style="list-style-type: none"> <li>The impact liner shall consist of a urethane foam liner with a black high-heat thermoplastic inner shell;</li> <li>The urethane foam liner shall be formed without the use of CFC's to eliminate the potential for additional expansion when subjected to heat during actual use;</li> <li>A black suspension ring shall have six 1" x 3" pieces of adhesive-backed Velcro® hook material attached, two to each side, to secure the ear/neck protector.</li> </ul> <p><b>Crown Strap Suspension System</b></p> <ul style="list-style-type: none"> <li>The crown strap suspension system shall be three 3/4" nylon web straps attached to 6 nylon keys;</li> </ul>

- The keys shall be locked into the lip of the black suspension ring.

#### **Ratchet Headband**

- The helmet shall have a quick-adjustment sizing capability by means of a ratchet adjustment system attached to a heat-resistant nylon headband;
- The headband shall be attached to the black suspension ring by 1/4-turn adjusters locked behind the black suspension ring;
- Headband shall be vertically adjustable at the rear without requiring separation of the headband from the helmet;
- The ratchet portion of the headband shall have a ratchet height adjuster located at the rear of the headband, inside of the suspension ring, to permit the ratchet to be positioned for comfort on the nape of the firefighter's head;
- This ratchet height adjuster shall permit at least 1" of travel by means of three height adjustment slots for proper fit.
- The ratchet housing shall be wrapped in a cushion-backed leather cover to enhance fit and comfort at the nape of the head;
- This leather ratchet cover shall be attached by four pieces of Velcro hook and loop material to permit removal for cleaning and replacement.

#### **Brow Pad**

- The headband shall be supplied with a fire retardant (FR) cotton flannel brow pad, backed with foam cushion padding material at the forehead;
- This brow pad shall be attached by 3 pieces of Velcro hook and loop material to permit removal for laundering and replacement;
- Attachment to the headband with stitching will not be permitted.

#### **Chin Strap**

- The chinstrap shall consist of two pieces of 3/4" black Nomex® webbing with a super-tough nylon quick-release buckle and a chrome-plated postman's slide fastener;
- The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield-mounting bracket with 2 stainless steel screws;
- The long portion of the chin strap with the female side of the quick-release buckle and the postman's slide fastener shall be attached to the left side of the outer shell in the same manner;

- When the chinstrap is connected, and fully extended maximum length shall be at least 24" when measured from one anchor block to the opposite anchor block.

**Ear/Neck Protector**

- The ear/neck protector shall consist of a 6-oz. rip-stop Nomex outer shell backed with FR cotton flannel for comfort.;
- A 1" strip of Velcro loop material shall be stitched in one continuous band across the top of the outer shell portion of the ear/neck protector for attachment to the suspension ring;
- When properly attached to the inner shell of the helmet, the ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:
  - 6" from the sides of the helmet brim at the chinstrap; and
  - 6-1/2" from the center rear of the helmet brim.

**Face shield**

- The face shield shall be a hard-coated high heat thermoplastic material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim;
- The face shield shall be certified to meet the optic requirements of ANSI Z87.1 1989 Standard for Eye and Face Protection;
- This certification shall be in addition to compliance with NFPA 1971 requirements for heat and impact performance;
- When mounted, the face shield shall permit a minimum retractability of 90° in the stowed position;
- The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon handwheel/stainless steel threaded stud attached to a brass T-nut which is supported by an aluminum washer fastened to Quick-Attach mounting blades;
- The face shield hardware shall be tested to NFPA 1971 Flame Resistance Test Two;
- The chinstrap / Quick-Attach combination mounting bracket shall be secured to the brim of the outer shell by 4 stainless steel bolts and nuts;
- A thermoplastic spacer washer shall be used to bridge the mounting bracket adjoining the edge beading.

**Retro-reflective trim**

- The outer shell shall have 5 - 1" x 4" fluorescent lime-yellow, retro-reflective markings located around the circumference of the outer shell;

- |  |  |
|--|--|
|  | <ul style="list-style-type: none"><li>• The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting;</li><li>• Vinyl based reflective materials will not be considered equal.</li></ul> |
|--|--|

<b>Code</b>	4 (b)
<b>Description</b>	<p><b>STRUCTURAL FIREFIGHTING HELMET FACE SHIELD (VISOR)</b></p> <ul style="list-style-type: none"> <li>• The face shield shall be a hard-coated high heat thermoplastic material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim;</li> <li>• The face shield shall be certified to meet the optic requirements of ANSI Z87.1 1989 Standard for Eye and Face Protection;</li> <li>• This certification shall be in addition to compliance with NFPA 1971 requirements for heat and impact performance;</li> <li>• When mounted, the face shield shall permit a minimum retractability of 90° in the stowed position.</li> </ul>
<b>Size</b>	
<b>Style</b>	

<b>Code</b>	5.
<b>Description</b>	<p><b>STRUCTURAL FIREFIGHTING LEATHER BOOTS</b></p> <ul style="list-style-type: none"> <li>• Meet or exceed the following standards:</li> <li>• F2A+SRC+HI3 +CI+AN - EN 15090: 2012</li> </ul>
<b>Size</b>	37 – 46 EU (4 -12)
<b>Style</b>	<ul style="list-style-type: none"> <li>• <b>Upper:</b> Full black grain leather fire resistant and waterproofed and breathable (Water vapor coefficient &gt; 40 mg/cm<sup>2</sup>).</li> <li>• <b>Inner lining:</b> Gore – Tex ® lining: Four-layer membrane, WATERPROOF and BREATHABLE (Water vapor coef. &gt; 50 mg/cm<sup>2</sup>). High abrasion resistance (&gt;500.000 cycles).</li> <li>• <b>Inner Sole:</b> 2 layers (polyester and open-cell foam). Anatomically preformed, antibacterial (active carbon), great absorption of energy and recovery.</li> <li>• <b>Insole:</b> HTP (High Tenacity Polyester) penetration resistant insole (&gt; 1.300 N resistance) similar to Kevlar ®</li> <li>• <b>Sole:</b> Antistatic, fireproof made of nitrile rubber and polyurethane, with anti- slippery cleats. Fuel oil and slip resistant.</li> <li>• <b>Toe cap:</b> Composite Vincap® toe cap with external rubber protection.</li> <li>• <b>Threads:</b> Made of Kevlar double stitching; water &amp; fire proof.</li> <li>• <b>Reflective parts:</b> Wide and fire-resistant 3M® strip.</li> <li>• <b>Closing system:</b> Either laces and zipper or BOA closure system. Aramidic laces (water and fire resistant) with locking cleats. Replaceable zipper, leather pull strap, fire resistant leather protection on down end.</li> <li>• The height of the boot must not be less than: 30cm cm (size 42 int/ext ± 5%)</li> </ul> <p>Weight: 2,30 Kg (42 size ± 5%)</p>



<b>Code</b>	6.
<b>Description</b>	<p><b>FLASH HOODS</b></p> <ul style="list-style-type: none"> <li>• Meet or exceed the relevant standards as set out in NFPA 1971- 2018: Standard on Protective Ensemble for Structural Fire Fighting.</li> </ul>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>• It shall be constructed of a double layer of 40% P84 and 60% Lenzing FR;</li> <li>• The bib/chest protector shall also consist of a double layer of P84/Lenzing FR;</li> <li>• The hood shall provide 20 TPP Double layer protection in both the head and the bib;</li> <li>• The face opening shall maintain the 115 to 140mm requirement after 50 donning's and doffing's;</li> <li>• Each hood shall contain a label with an easy to understand user guide;</li> <li>• The label shall be fire resistant and comply with the durability test;</li> <li>• The fabric and seams strength shall comply with all burst tests;</li> </ul> <p>The material shall be natural or light in colour.</p>

<b>Code</b>	7.
<b>Description</b>	<p><b>FIREFIGHTING GOGGLES</b></p> <p>Must meet or exceed the following standards:</p> <ul style="list-style-type: none"> <li>• ANSI Z87.1-2003 High Impact Standards;</li> <li>• CUL Certified to meet CAN/CSA-Z94.3 Standards;</li> <li>• NFPA 1977, 2005 Ed Certified</li> </ul>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>• Complete goggle tested at 350°F;</li> <li>• Scratch-Resistant on the outside, Anti-Fog on the inside;</li> <li>• UV absorbing polycarbonate lens;</li> <li>• Comfortable, soft closed cell foam for a snug seal, keeping smoke, debris and liquids out.</li> <li>• Non-vented body, offering best protection against liquids and dust;</li> <li>• Extra wide peripheral vision;</li> <li>• Fits over prescription eyewear;</li> <li>• Easy strap adjustment</li> </ul>

<b>Code</b>	8.
<b>Description</b>	<p><b>VEGETATION JUMP SUIT</b></p> <ul style="list-style-type: none"> <li>• Meet or exceed the relevant standards as set out in NFPA 1971-2018: Standard on Protective Ensemble for Structural Fire Fighting.</li> </ul>
<b>Size</b>	30 – 54
<b>Style</b>	<ul style="list-style-type: none"> <li>• Must be manufactured as a two-piece (shirt and trouser);</li> <li>• Must have a shift type collar with lapel;</li> <li>• Must have two breast pockets with angled side fasteners;</li> <li>• Trousers must be fitted with two side pockets;</li> <li>• Must have two thigh pockets at arm's length above the knee with pocket flap fastening with Velcro;</li> <li>• Must have a pen pocket on the left sleeve;</li> <li>• The bottom leg opening must have a slide fastener sufficiently to fit over leather structural firefighting boots;</li> <li>• Sleeves and trouser legs trimmed with fluorescent retro reflective tape;</li> <li>• Fluorescent retro trims shall be in accordance with NFPA 1971:2000;</li> <li>• All fluorescent retro trims shall be of 3M type 9487;</li> <li>• The trims shall be no less than 72mm on the legs and 50mm on the upper arms;</li> <li>• All trims shall be double stitched;</li> <li>• The color of the trims shall be lime-yellow with a silver strip in the center;</li> <li>• The Mossel Bay Fire and Rescue badge (Maltese Cross) shall be embroidered on the left breast (65mm), above the chest pocket;</li> <li>• The South African National Flag shall be embroidered on the left sleeve above the pen pocket;</li> <li>• The sleeves shall have adjustment Velcro straps at the end of each sleeve;</li> <li>• The suits shall be provided in a navy or similar colour.</li> </ul>

<b>Code</b>	9.
<b>Description</b>	<b>FIRE GEAR KIT BAG</b>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>• The bag shall be 100% polyester;</li> <li>• The bag shall have a tubular design consisting of 4 panels;</li> <li>• The base runs to 1/3 in the front;</li> <li>• Two pieces of breathable mesh are joint to the base;</li> <li>• The top shall have a heavy duty slide faster opening at the center;</li> <li>• The slide faster shall be equipped with a grip strap and each end made from the base material;</li> <li>• The Carry straps shall be sewn around the bag with 85 cm loop ends to carry the bag with</li> <li>• At the inside of the straps two quick release buckles with straps shall provide extra strength to carry the inside weight;</li> <li>• The bag shall be 83cm long and the side radius shall be 42cm;</li> <li>• All the seams to be overlapped and double top stitched. Webbing to be box tucked to bag</li> </ul>

<b>Code</b>	10.
<b>Description</b>	<b>Ceremonial Firefighter's Helmet</b>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>• The brass helmet must have an oval crown with an ornate scrolled curved piece coming over the crown;</li> <li>• There must be a breathing hole at the top of the crown in a petal shape;</li> <li>• On the sides are metal medallions holding a chin strap which is adjustable.</li> <li>• The edge of the crown has a scrolled band.</li> <li>• The front peak is angled with a folded metal edge and the rear peak is a concave shape;</li> <li>• Inside the helmet is a black leather band with eyelets tied together to fit the individual head.</li> </ul>

<b>Code</b>	11 (a)
<b>Description</b>	<b>High Angle Rescue Helmet</b>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"> <li>• The helmet provided must be very comfortable and have:</li> <li>• Six-point textile suspension which conforms perfectly to the shape of the head</li> <li>• A feature which allows perfect centering of the helmet on the head due to its two side adjustment wheels</li> <li>• A system which allows the headband to be positioned in a low position, guaranteeing that the helmet fits securely on the head. The system must fold into the shell for easy storage and transportation;</li> <li>• Must be provided with interchangeable standard comfort foam;</li> <li>• Protection must be designed for work at height and on the ground, day or night;</li> <li>• The helmet must be provided with a chinstrap which allows the user to adjust the chinstrap strength in order to adapt the helmet to different environments: work at height (EN 12492) or on the ground (EN 397);</li> <li>• The clip must have two positions, corresponding to these two uses: high strength, limiting the risk of losing the helmet during a fall, and low strength, limiting the risk of strangulation if the helmet is snagged while the user is on the ground;</li> <li>• The helmet must achieve shock absorption through deformation of the outer shell;</li> <li>• The helmet must be provided with vent holes which have sliding shutters that allows the ventilation to be adjusted as needed, while wearing the helmet;</li> <li>• The helmet must be provided in a fluorescent outer shell with phosphorescent clips and reflective bands, for optimal visibility of the wearer, day or night;</li> <li>• The helmet must be provided with the eye shield accessory with EASYCLIP side attachment system for easy installation;</li> <li>• The helmet must be provided in yellow and orange</li> </ul>

<b>Code</b>	11 (b)
<b>Description</b>	<b>High Angle Rescue Helmet Eye Shield</b>
<b>Size</b>	Universal
<b>Style</b>	<ul style="list-style-type: none"><li>• The eye shield must protect the eyes against projectile hazards;</li><li>• It must be easy to install on the high angle rescue helmets with the EASYCLIP attachment system;</li><li>• It must be provided with scratch-resistant and anti-fog coatings.</li></ul>

<b>Code</b>	12
<b>Description</b>	<b>High Angle Rescue Gloves</b>
<b>Size</b>	XS – 2XL
<b>Style</b>	<p><b>Description</b></p> <ul style="list-style-type: none"> <li>• Natural, high-quality leather with reinforced palm;</li> <li>• Durable double layer of leather in high-wear areas (fingertips, palm, between thumb and index finger);</li> <li>• Back is made of durable leather with abrasion-resistant stretch nylon at key flex areas;</li> <li>• Neoprene cuff with Velcro closure;</li> <li>• Carabiner hole to attach gloves to harness;</li> </ul> <p><b>Specifications</b></p> <ul style="list-style-type: none"> <li>• Material(s): goat skin leather and stretch nylon</li> <li>• Certification(s): CE EN 420, CE EN 388 (3133), EAC</li> </ul>



<b>Code</b>	13
<b>Description</b>	<b>Water Rescue Helmet</b>
<b>Size</b>	S – L
<b>Style</b>	<ul style="list-style-type: none"> <li>• A high-quality water safety helmet that has a high impact injection molded ABS outer shell with a soft EVA foam liner which together, offers a helmet that provides excellent comfort, insulation and essential impact protection and thermal insulation;</li> <li>• The entire interface design provides excellent all-round protection including side impact that incorporates a cut-out vent, so it drains easily and does not restrict hearing.</li> <li>• The helmet must be fitted with an adjustable internal cradle system complete with ratchet adjustment to ensure the helmet fits snug around the head;</li> <li>• The helmet must be provided with a full cut design with side impact protection</li> <li>• The helmet must be provided with an adjustable padded harness with ratchet adjustment;</li> <li>• The helmet must be provided with an adjustable chin strap with padded chin guard and red buckle for positive identification;</li> <li>• The helmet must be supplied with its own mesh storage bag</li> <li>• Certification: EN ISO 1385: 2012</li> <li>• The helmet must be provided in gloss yellow and gloss white;</li> </ul>

<b>Code</b>	14
<b>Description</b>	<b>Vehicle Extrication Gloves</b>
<b>Size</b>	SS – 2XL
<b>Style</b>	<ul style="list-style-type: none"> <li>• The material used in the palm area must provide ANSI/ISEA cut level A8 resistance (interior layer);</li> <li>• The glove must be provided with superior back-of-hand impact protection system which utilizes an advanced design to dissipate forceful blows over a large area;</li> <li>• The glove must be provided with a durable palm with reinforced stitching pattern that provides the ultimate dexterity and grip in wet/dry applications;</li> <li>• The glove must be provided with reinforced index finger and thumb crotch for increased longevity;</li> <li>• The glove must be provided with elastic Velcro wrist closure that provides a secure fit and maximum comfort;</li> <li>• The glove must be provided with high visibility color scheme for increased visual awareness in the field;</li> <li>• The glove must be launderable;</li> </ul> <p><b>Specifications:</b></p> <ul style="list-style-type: none"> <li>• Hi-vis elastic cuff with Velcro® closure for a secure fit;</li> <li>• Pull tab Superior wet/dry grip and abrasion resistance;</li> <li>• Durable TP-X® palm with reinforced stitching;</li> <li>• SuperFabric®* brand materials provide industry leading cut resistance (interior layer);</li> <li>• Reinforced index finger and thumb saddle;</li> <li>• Hi-vis color and reflective tape on back-of-hand;</li> <li>• Back-of-hand impact protection;</li> <li>• High dexterity;</li> <li>• Form-fitting, quality materials</li> </ul>

## SECTION 2.2: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.
- 2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- 2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- |           |  |
|-----------|--|
| Unit:     | The unit of measurement for each item.                       |
| Quantity: | The number of units of work for each item.                   |
| Rate:     | The agreed payment per unit of measurement.                  |
| Amount:   | The product of the quantity and the agreed rate for an item. |
- 2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and will not be evaluated.
- 2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 2.2.8 The tender will be evaluated on the total amount per item, in other words the amount per unit multiplied by the estimate quantities for the envisage three financial years plus CPIX and additional escalation (if applicable).
- 2.2.9 Fire Gear (Item 1a and Item 1b), Structural Leather Boots (Item 5), Structural Firefighting Helmet (Item 4a) and Structural Firefighting Gloves (Item 2) will be awarded to one bidder.
- 2.2.10 High Angle Rescue Helmet (Item 11a) and High Angle Rescue Helmet Eye Shield (Item 11b) will be awarded to one bidder.
- 2.2.11 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**

**NB: ESTIMATED QUANTITIES IS ONLY FOR EVALUATION PURPOSES AND NOT AN INDICATION AS TO THE QUANTITIES TO BE ORDERED FOR THE CONTRACT PERIOD. ONLY SUBMIT A PRICE PER ITEM.**

CODE	DESCRIPTION	SIZE	ESTIMATED QUANTITIES per year	PRICE per item (Incl. VAT, supply and delivery) Year 1 for the period ending 30 June 2021
1 (a)	Fire Gear: NFPA 1971- 2018 Compliant	S	1	
		M	1	
		L	1	
		XL	1	
		2XL	1	
		3XL	1	
		4XL	1	
1 (b)	Fire Gear: EN 469:2005 Certified	S	1	
		M	1	
		L	1	
		XL	1	
		2XL	1	
		3XL	1	
		4XL	1	
2.	Structural Firefighting Gloves	S	5	
		M	5	
		L	5	
		XL	5	
		2XL	5	

3.	Wildfire Gloves	SS	2	
		S	3	
		M	5	
		L	5	
		XL	5	
		2XL	5	
4 (a)	Structural Firefighting Helmet		5	
4 (b)	Structural Firefighting Helmet Face Shield (Visor)		5	
5.	Structural Firefighting Leather Boots	4	1	
		5	1	
		6	2	
		7	2	
		8	2	
		9	1	
		10	1	
		11	1	
		12	1	
		13	1	
6.	Flash Hood		15	
7.	Firefighting Goggles		10	
8.	Vegetation Fire Jump Suit	S	1	
		M	1	
		L	1	
		XL	1	
		2XL	1	

		3XL	1	
9.	Fire Gear Kit Bag		5	
10.	Ceremonial firefighter's Helmet		5	
11 (a)	High Angle Rescue Helmet	S	10	
		M	10	
		L	10	
		XL	10	
11 (b)	High Angle Rescue Helmet Eye Shield (Replacement)		5	
12.	High Angle Rescue Gloves	SS	2	
		S	3	
		M	5	
		L	5	
		XL	5	
		2XL	5	
13.	Water Rescue Helmet	S	7	
		M	7	
		L	8	
		XL	8	
14.	Vehicle Extrication Gloves	SS	3	
		S	3	
		M	12	
		L	12	
		XL	10	
		2XL	3	

**2.2.12 SECTION B**

2.2.12.1 The annual escalation percentage will be based on the CPIX rate of South Africa as calculated and published by Stats SA for March of each year. The escalation will be applied from 1 July of year 2. The additional escalation percentage, if any, must be quoted in the table called Additional escalation.

2.2.12.2 The CPIX plus the additional escalation will be applied on all rates of the success full bidder as quoted in **SECTION A**.

2.2.12.3 For bid evaluation purposes the CPIX rate for year 2 and 3 is estimated at 6.1%.

Table - Additional Escalation, if any

<b>Activity/Unit Description</b>	<b>Year 2 %</b>	<b>Year 3 %</b>
Additional Escalation over and above the CPIX		

2.2.12.4 Please indicate below if there will be **NO** escalation for year 2 and 3.

Table - No Escalation, if any

<b>Activity/Unit Description</b>	<b>Year 2 %</b>	<b>Year 3 %</b>
No Escalation		

**SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY  
PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY</b>					
BID NUMBER:	<b>TDR95/2020/2021</b>	CLOSING DATE:	<b>6 NOVEMBER 2020</b>	CLOSING TIME:	<b>12:00</b>
DESCRIPTION	<b>SUPPLY AND DELIVERY OF FIRE FIGHTERS HUMAN PROTECTION MATERIAL – FIRE FIGHTING PROTECTIVE CLOTHING</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<p><b>The Tender Box</b>  <b>Mossel Bay Municipality</b>  <b>P O Box 25</b>  <b>MOSSEL BAY</b>  <b>6500</b></p>
---

Or

deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay

**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:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No



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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	CONTACT PERSON	Anne Supra-Vertue
CONTACT PERSON	Ms Unchin Kannemeyer	TELEPHONE NUMBER	(044) 606-5234
TELEPHONE NUMBER	(044) 606-5192	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	asupra-vertue@mosselbay.gov.za
E-MAIL ADDRESS	ukannemeyer@mosselbay.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**SECTION 4.1 MBD4: DECLARATION OF INTEREST**

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company registration number:.....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If so, furnish particulars.

.....

\* 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) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

---

\*

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

3.9.1 If so, furnish particulars.

.....  
...

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

3.10.1 If so, furnish the following particulars:

.....  
...

3.11 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**

3.11.1 If so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

3.13.1 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.2 If so, furnish particulars.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

3.14.1 If yes, furnish particulars:.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number	Income Tax Number

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.2 MBD 5: Declaration for procurement above R10 million**

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.

.....  
.....  
.....

2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

.....  
.....  
.....

2.2 If yes, provide particulars:

.....  
.....  
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**

3.1 If yes, furnish particulars.

.....  
.....  
.....

4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**

4.1 If yes, furnish particulars.

.....  
.....  
.....

**SECTION 4.3 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed or not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- 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:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.





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

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

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

5. **BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

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

(Tick applicable box)

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

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

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

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

## **SECTION 4.4: MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Textiles, clothing, leather and footwear	100%

(Detail to be provided on annexure C – see pages 64 to 67)

3. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c)The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Annex C

**Local Content Declaration - Summary Schedule**

(C1) Tender No.	TDR95/2020/2021			
(C2) Tender description	SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL PROTECTIVE CLOTHING			
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Tendering Entity name				
(C6) Tender Exchange Rate	Pula		EU	
(C7) Specified local content %				

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

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1 (a)	Fire Gear: NFPA 1971- 2018 Compliant - S							1			
	Fire Gear: NFPA 1971- 2018 Compliant - M							1			
	Fire Gear: NFPA 1971- 2018 Compliant - L							1			
	Fire Gear: NFPA 1971- 2018 Compliant - XL							1			
	Fire Gear: NFPA 1971- 2018 Compliant - 2XL							1			
	Fire Gear: NFPA 1971- 2018 Compliant - 3XL							1			
	Fire Gear: NFPA 1971- 2018 Compliant - 4XL							1			
1 (b)	Fire Gear: EN 469:2005 Certified - S							1			
	Fire Gear: EN 469:2005 Certified - M							1			
	Fire Gear: EN 469:2005 Certified - L							1			
	Fire Gear: EN 469:2005 Certified - XL							1			
	Fire Gear: EN 469:2005 Certified - 2XL							1			
	Fire Gear: EN 469:2005 Certified - 3XL							1			
	Fire Gear: EN 469:2005 Certified - 4XL							1			
2	Structural Firefighting Gloves - S							5			
	Structural Firefighting Gloves - M							5			
	Structural Firefighting Gloves - L							5			
	Structural Firefighting Gloves - XL							5			
	Structural Firefighting Gloves - 2XL							5			

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:



Annex C

**Local Content Declaration - Summary Schedule**

(C1) Tender No.	TDR95/2020/2021				<b>Note: VAT to be excluded from all calculations</b>
(C2) Tender description	SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL PROTECTIVE CLOTHING				
(C3) Designated product(s)					
(C4) Tender Authority					
(C5) Tendering Entity name					
(C6) Tender Exchange Rate	Pula		EU		GBP
(C7) Specified local content %					

**Calculation of local content**

**Tender summary**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
3	Wildfire Gloves - SS							2			
	Wildfire Gloves - S							3			
	Wildfire Gloves - M							5			
	Wildfire Gloves - L							5			
	Wildfire Gloves - XL							5			
	Wildfire Gloves - 2XL							5			
4 (a)	Structural Firefighting Helmet							5			
4 (b)	Structural Firefighting Helmet Face Shield (Visor)							5			
5	Structural Firefighting Leather Boots - 4							1			
	Structural Firefighting Leather Boots - 5							1			
	Structural Firefighting Leather Boots - 6							2			
	Structural Firefighting Leather Boots - 7							2			
	Structural Firefighting Leather Boots - 8							2			
	Structural Firefighting Leather Boots - 9							1			
	Structural Firefighting Leather Boots - 10							1			
	Structural Firefighting Leather Boots - 11							1			
	Structural Firefighting Leather Boots - 12							1			
	Structural Firefighting Leather Boots - 13							1			
6	Flash Hood							15			

(C20) Total tender value

**Signature of tenderer from Annex B**

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

Annex C

**Local Content Declaration - Summary Schedule**

(C1) Tender No.	TDR95/2020/2021			
(C2) Tender description	SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL PROTECTIVE CLOTHING			
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Tendering Entity name				
(C6) Tender Exchange Rate	Pula		EU	
(C7) Specified local content %				

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

**Calculation of local content**

**Tender summary**

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
7	Firefighting Goggles							10			
8	Vegetation Fire Jump Suit - S							1			
	Vegetation Fire Jump Suit - M							1			
	Vegetation Fire Jump Suit - L							1			
	Vegetation Fire Jump Suit - XL							1			
	Vegetation Fire Jump Suit - 2XL							1			
9	Fire Gear Kit Bag							5			
10	Ceremonial firefighter's Helmet							5			
11 (a)	High Angle Rescue Helmet - S							10			
	High Angle Rescue Helmet - M							10			
	High Angle Rescue Helmet - L							10			
	High Angle Rescue Helmet - XL							10			
11 (b)	High Angle Rescue Helmet Eye Shield (Replacment)							5			
12	High Angle Rescue Gloves - SS							2			
	High Angle Rescue Gloves - S							3			
	High Angle Rescue Gloves - M							5			
	High Angle Rescue Gloves - L.							5			
	High Angle Rescue Gloves - XL							5			
	High Angle Rescue Gloves - 2XL							5			

(C20) Total tender value

**Signature of tenderer from Annex B**

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

Annex C

**Local Content Declaration - Summary Schedule**

(C1) Tender No.	TDR95/2020/2021				<b>Note: VAT to be excluded from all calculations</b>
(C2) Tender description	SUPPLY AND DELIVERY OF HAZARDOUS MATERIAL PROTECTIVE CLOTHING				
(C3) Designated product(s)					
(C4) Tender Authority					
(C5) Tendering Entity name					
(C6) Tender Exchange Rate	Pula		EU		
(C7) Specified local content %				GBP	

Tender item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
7	Firefighting Goggles							10			
8	Vegetation Fire Jump Suit - S							1			
	Vegetation Fire Jump Suit - M							1			
	Vegetation Fire Jump Suit - L							1			
	Vegetation Fire Jump Suit - XL							1			
	Vegetation Fire Jump Suit - 2XL							1			
	Vegetation Fire Jump Suit - 2XL							1			
9	Fire Gear Kit Bag							5			
10	Ceremonial firefighter's Helmet							5			
11 (a)	High Angle Rescue Helmet - S							10			
	High Angle Rescue Helmet - M							10			
	High Angle Rescue Helmet - L							10			
	High Angle Rescue Helmet - XL							10			
11 (b)	High Angle Rescue Helmet Eye Shield (Replacment)							5			
12	High Angle Rescue Gloves - SS							2			
	High Angle Rescue Gloves - S							3			
	High Angle Rescue Gloves - M							5			
	High Angle Rescue Gloves - L.							5			
	High Angle Rescue Gloves - XL							5			
	High Angle Rescue Gloves - 2XL							5			

(C20) Total tender value

**Signature of tenderer from Annex B**

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:

**4.5: MUNICIPAL RATES AND SERVICES**

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

**NB: Please attach copy/copies of Municipal Account(s)**

**DECLARATION**

**I, THE UNDERSIGNED (NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4.6: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr / Mrs ..... acting in his/her capacity

as ..... of the business trading as ..... to sign all

documentation in connection with Tender .....

<b>NAME OF MEMBERS / DIRECTORS</b>	<b>SIGNATURE</b>	<b>DATE</b>

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

**SECTION 4.7: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(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).</b></p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....CERTIFY THAT THE**

**INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SECTION 4.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SECTION 5: DECLARATION**

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
DATE:	.....

**SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)**

**MBD 7.1**

**BOTH THE SERVICE PROVIDER (PART 1) AND THE LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
  - Invitation to bid;
  - Tax clearance certificate;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
3.	.....
DATE:	.....

**SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as **Director:** .....  
accept your bid under reference number **95/2020/2021** dated..... for the supply of  
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE**

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

---

NAME OF TENDERER (Must agree with bidder details)

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

**TDR95/2020/2021: SUPPLY AND DELIVERY OF FIRE FIGHTERS HUMAN PROTECTION MATERIAL – FIRE FIGHTING PROTECTIVE CLOTHING**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and  
  
\_\_\_\_\_ and

2. Mr./Mrs./Ms. \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

---

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

<b>Name of Joint Venture</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
CIDB Registration Number(s), if applicable:	

**Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**



**MOSSEL BAY MUNICIPALITY**

**COMPULSARY DOCUMENTATION/CHECKLIST TO TENDER DOCUMENT**

Please ensure that the following forms have been duly completed and signed and that all documents as requested, are attached to the tender document: (Failure to submit this documentation will result in the tender being non-responsive). **(To be completed and signed by the Bidder):**

Nr	Description	YES	NO
1.	Valid tax clearance certificate and PIN		
2.	Valid original OR valid copy of B-BBEE certificate or sworn affidavit as per legislation		
3.	Valid letter OR valid copy of Letter of Good Standing from the Compensation Commissioner	N/A	N/A
4.	Copy of the latest (month prior to tender closure) <b><u>Municipal Accounts</u></b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
	OR		
	Copy of the <b><u>Lease Agreements</u></b> or <b><u>Rental Statement</u></b> of the following:		
	- Business		
	- Directors/Members/Owners of the Business		
5.	Copy of CIDB registration (if applicable)	N/A	N/A
6.	MBD 1 – Is the form duly completed and signed?		
7.	MBD 4 – Is the form duly completed?		
8.	MBD 5 - Declaration for procurement above R10 million.		
9.	MBD 6.1 – Is the form duly completed and signed?		
10.	MBD 6.2 – Is the form duly completed and signed?		
11.	Authorised Signatory – Is the form completed OR resolution attached?		
12.	All required sections <b><u>completed and signed</u></b> by the Authorised Signatory?		
13.	MBD 8 – Is the form duly completed and signed?		

14.	MBD 9 – Is the form duly completed and signed?		
15.	Declaration - Is the form duly completed and signed?		
16.	Contract form - Is the form duly completed and signed?		
<b>ADDITIONAL DOCUMENTS APPLICABLE TO THIS TENDER</b>			
17.	Section 1.4.2 Official distributor or manufacturer proof.		
18.	Section 1.4.3 SANAS approved certificate.		
19.	Section 1.4.4 Detailed product specifications.		
20.	Section 1.4.12 Details and contact numbers of other Fire and Rescue Departments		

I, ..... confirm that all compulsory documents for this tender is duly completed, signed and attached to this tender document.

.....  
Signature

.....  
Date