

O.R. TAMBO DISTRICT MUNICIPALITY



**O.R. TAMBO
DISTRICT MUNICIPALITY**

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

MAY 2021

Prepared for:

The Municipal Manager
O.R. Tambo District Municipality
Private Bag x 6043
MTHATHA
5100

Tel. No. (047) 501 6400

Prepared by:

Water Services Provision
O.R. Tambo District Municipality
Private Bag x 6043
MTHATHA
5100

Tel. No. (047) 501 6400

NAME OF BIDDER: _____

CSD SUPPLIER NO.: _____

EMAIL ADDRESS: _____

TENDER AMOUNT: _____

T2.2.1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

TENDERS ARE HEREBY INVITED FOR:

Supply and Delivery of Protective Clothing for 36 Months

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **PROJECT NO: ORTDM SCMU 67-20/21: Supply and Delivery of Protective Clothing for 36 Months months** and be submitted in the tender box, Ground floor, O.R. Tambo District Municipality, Nelson Mandela Drive, O.R. Tambo House, Myezo, Mthatha, not later than the closing date and time as stated in the notice.

The lowest or any Bid will not necessarily be accepted and the O.R. Tambo District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the O.R. Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document	
Number	Heading
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T2.1	List of Returnable Documents
T2.2	Returnable Documents for tender evaluation purposes
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health & Safety Specification
C1.4	ORTDM Supply Chain Management Policy
C2.1	Pricing Instructions
C2.2	Activity Schedule
C3	Scope of Work
C4	Site Information
C5	Additional Relevant Documents

T2.2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced service providers for:

Project Number	Name and Description	Contract period
ORTDM SCMU 67-20/21	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS	36 Months

A compulsory clarification meeting with representatives of the client will take place at O.R Tambo District Municipality Foyer, Myezo Park on the 3rd of June 2021 at 10h00.

THE MUNICIPALITY WILL NOT REPEAT ANY MATTERS ALREADY COVERED IN THE COMPULSORY BRIEFING MEETING TO BIDDERS WHO ARRIVE MORE THAN 10 MINUTES LATE TO THE MEETING, NOR WILL IT ALLOW SUCH BIDDERS TO COMPLETE THE ATTENDANCE REGISTER. PLEASE ADHERE TO ALL COVID REGULATIONS.

ANY BID RECEIVED FROM A BIDDER WHO DID NOT ATTEND THE BRIEFING MEETING AND SIGN THE ATTENDANCE REGISTER WILL NOT BE CONSIDERED.

Bid documents should be downloaded on the e-Tender website (www.etenders.gov.za) alternatively on the OR Tambo website (www.ortambodm.gov.za).

Completed tenders in black ink, in a sealed envelope and clearly marked with the “**Project number , project name and description**” must be placed in the tender box, Second Floor, OR Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than 12H00 on **Monday, 28 June 2021**.

Invalid or non-submission of the following documents will render the tender disqualified

Returnable documents to be submitted with the bid:

- Certified copy of the bidder’s company registration documents as issued by the Registrar of Companies;
- Original or certified copy of BBBEE certificate, if bidder is not an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an EME or QSE;
- Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be.

Invalid or non-submission of the following documents will render the tender disqualified:

- JV agreement where applicable in CIDB format (signed and initialled on each page)
- CSD supplier number
- Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months;

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed or other form of tender will be accepted.

ENQ: Mr L Mashiya 047 501 6400 / 6502 during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

Tenders will be evaluated in terms of the Supply Chain Management policy of the OR Tambo District Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not

T2.2.3

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

suitably endorsed is fully reserved by the OR Tambo District Municipality. A 80/20 point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	14
5	12
6	10
7	8
8	6
Non-compliant contributor	0

Received Responsive Bids will be evaluated based on the following criteria:

- Stage 1- Functionality
- Stage 2- Price and BBEE Points

Only Bidders who score 60% or more on stage 1 would be evaluated further and therefore eligible for the award.

ITEM	WEIGHT
STAGE 1 OF EVALUATION - FUNCTIONALITY	
Functionality	100
• Previous Experience	40
• Experience of the Team	40
• Methodology	20
STAGE 2 EVALUATION – PRICE & PREFERENTIAL POINTS	
Price	80
BBBEE POINTS	20
TOTAL	100

Joint Ventures will qualify for points for their BBBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such BBBEE scorecard is prepared for every separate tender.

PAX DUNYWA

Acting Municipal Manager

T2.2.4

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following returnable documents:

T2.2 Returnable Documents required for Tender evaluation purposes		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

T2.3 Returnable Documents that will be incorporated into the contract		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

T2.2.5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

O.R. TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Form 2.2.1 General Information of Tenderer
- Form 2.2.2 Authority of Signatory
- Form 2.2.3 Schedule of Previous Experience
- Form 2.2.4 Schedule of Current Projects
- Form 2.2.5 Declaration of good standing regarding tax
- Form 2.2.6 Certificate of Attendance at Site Meeting
- Form 2.2.7 Proposed Key Personnel
- Form 2.2.8 Schedule of Proposed Sub-consultants
- Form 2.2.9 Financial References
- Form 2.2.10 Declaration of interest

T2.2.6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.1 GENERAL INFORMATION OF TENDERER

1. **Name of Tenderer:**

2. **Contact details**

Address :

Tel no :

Fax no :

Cell no :

E-mail address:

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:**
(in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**
(in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**
(in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:**
(in case of a joint venture, provide for all joint venture members)

T2.2.7

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

Certified copies of CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Certified copies of Shareholders register

3. ID copies

Certified ID Copies for members

4. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.

5. Copy of the latest municipal service account not older than 3 months where enterprise is registered

T2.2.8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE :

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

T2.2.9

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
, authorised signatory of the company
, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

T2.2.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL
OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON
COMPANY LETTERHEAD**

T2.2.11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.3 SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.12

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.4 SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Date Appointed	Reference		
			Name	Organisation	Tel no

Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.5 DECLARATION OF GOOD STANDING REGARDING TAX

SOUTH AFRICAN REVENUE SERVICES

Tender No:

Closing Date:

**DECLARATION OF GOOD STANDING REGARDING TAX
PARTICULARS**

1. Name of Taxpayer/Tenderer:
2. Trade Name:
3. Identification Number: (If applicable)
4. Company / Close Corporation registration number:
5. Income Tax reference number:
6. VAT registration number: (If applicable)
7. PAYE employer's registration number: (If applicable)
8. Monetary value of Bid:

DECLARATION

I, the undersigned, the above taxpayer/Bidder, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

- (i) Have been satisfied in terms of the relevant Acts; or
- (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*

.....
SIGNATURE

.....
CAPACITY

.....
DATE

PLEASE NOTE: The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.

T2.2.14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH ORIGINAL
VALID TAX CLEARANCE CERTIFICATE

T2.2.15

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.6 CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that I, (Name)

duly authorised representative of(Tenderer)

Address:

Date:

Visited the site on(date) in the presence of

.....
(Engineer)

I have made myself familiar with the site and all the local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

REPRESENTATIVE OF EMPLOYER

REPRESENTATIVE OF TENDERER

T2.2.16

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.7 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

No	Name	Qualification	Designation	HDI Status	PR Number

Signature of the Tenderer: _____

T2.2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.9 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td><input type="checkbox"/></td> </tr> </table> (Tick which is appropriate)	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: Date:

Signature :

Full name of signatory:

T2.2.19

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH AUDITED
FINANCIAL STATEMENTS

T2.2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1


Witness 2

**PART A
INVITATION TO BID**


YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE O.R. TAMBO DISTRICT MUNICIPALITY					
BID NUMBER:	ORTDM SCMU 67-20/21	CLOSING DATE:	28 JUNE 2021	CLOSING TIME:	12.00PM
DESCRIPTION:	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT: GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING, NELSON MANDELA DRIVE, MYEZO PARK, MTHATHA					

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM DEPARTMENT		CONTACT PERSON	LUTHANDO MASHIYA	
CONTACT PERSON	SAKHIWO HOPA		TELEPHONE NUMBER	047 501 6492	
TELEPHONE NUMBER	047 501 6449		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	mashiyal@ortambodm.gov.za	
E-MAIL ADDRESS	sakhiwoh@ortambodm.org.za				


T2.2.21




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T2.2.22

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM 2.2.10 DECLARATION OF INTEREST

- 1. No tender will be awarded to any persons in the employment of the Organ of State or O.R. Tambo District Municipality
- 2. **Any person, having a kingship with persons in the employment of the Organ of State or O.R. Tambo District Municipality, including a blood relationship, may make an offer or offers in terms of this invitation to tender.** In the view of possible allegations of favouritism, should the resulting tender or part thereof, be awarded to persons connected with or related to persons in the employment of the Organ of State or O.R. Tambo District Municipality, it is required that the tenderer or their authorised representative declare their positions in relation to the evaluating/adjudication authority and/or take oath declaring his/her interest.
- 3. In order to give effect to the above, the following questionnaire must be completed by the tenderer and submitted together with the tender.

3.1. Full Name:

3.2. Identity Number:

3.3. Company Registration Number:.....

3.4. Tax Reference Number:

3.5. Vat Registration Number:

3.6. Are you Presently in the service of the Organ of State or O.R. Tambo District Municipality
YES/NO

3.6.1. If so furnish particulars

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

3.7. Have you been in the employment of the Organ of State OR Tambo District Municipality for the past twelve months

YES/NO

3.7.1. If so furnish the particulars

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

3.8. Do you, have any close family members or persons in the employment of the Organ of State OR Tambo District Municipality and who may be involved with the evaluation and or adjudication of this tender

YES/NO

3.8.1. If so furnish the details

.....
.....

3.9. Are you aware of any relationship between the tenderer and any persons in the employment of the Organ of State OR Tambo District Municipality who may be involved with the evaluation and or adjudication of this tender

YES/NO

3.9.1. If so furnish particulars

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

T2.2.23

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

3.10. Are any of the company's directors, managers, principle shareholders or stakeholders in the employment of the Organ of State OR Tambo District Municipality

YES/NO

3.10.1. If so furnish particulars

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

3.11. Are any of your spouse, child or parent of company's Directors , Managers, Principle Shareholders or Stakeholders in the employment of the Organ of State OR Tambo District Municipality

YES/NO

3.11.1. If so, furnish particulars

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAMES AND SURNAME)

.....

**CERTIFY (in the presence of Commissioner of Oaths) THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE O.R. TAMBO DISTRICT MUNICIPALITY MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE**

Signature of the Tenderer: _____



T2.2.24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – COMPULSORY

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

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

1. General Conditions

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

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

Where

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- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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Witness 2

LOCAL CONTENT DECLARATION – COMPULSORY IF APPLICABLE

(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. 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:


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Witness 1




Witness 2



Employer



Witness 1



Witness 2

- (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: _____

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Pula EU GBP

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)

Signature of tenderer from Annex B _____
 Date: _____

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	R 0

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Witness 2

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Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(D1) Tender No.
 (D2) Tender description:
 (D3) Designated Products:
 (D4) Tender Authority:
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate:

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content					Summary		
				Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Local value of imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)	Total landed cost excl VAT (D16)	Tender Qty (D17)	Exempted imported value (D18)
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content					Summary		
				Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Local value of imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)	Total landed cost excl VAT (D29)	Tender Qty (D30)	Total imported value (D31)
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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Contractor

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Witness 2

Employer

Witness 1

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Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

Clause Number	
F.1	General
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise: Tender T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	Contract Part 1 : Agreements and Contract data C1.1 Forms of Offer and Acceptance C1.2 Contract Data Part 2 : Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3 : Scope of Work C3.1 Project description
F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
F.1.4	Communication: Communication with all stakeholders shall be through the O. R. Tambo Municipality's District Representative. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer
	Contact person: <u>Mr.L Mashiya</u> Tel: 047 501 6400 / 6492
F.1.5	The employer's right to accept or reject any tender offer
F.1.5.1	Reject or accept The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.
F.1.6	Procurement procedures
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
F.2	Tenderer's obligations

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Witness 2

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Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

F.2.1.1	Eligibility Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.				
F.2.1.2	CIDB Grading No CIDB grading is required.				
F.2.2	Cost of tendering Accept that the Employer will not compensate the tenderers for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.				
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.				
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.				
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.				
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.				
F.2.7	The arrangements for a compulsory clarification meeting are:				
	<table border="1"> <tr> <td>Date: -- 03 JUNE 2021</td> <td>Location: O. R. Tambo District Municipality Ground Floor Foyer MTHATHA</td> </tr> <tr> <td>Starting time: 10h00</td> <td></td> </tr> </table>	Date: -- 03 JUNE 2021	Location: O. R. Tambo District Municipality Ground Floor Foyer MTHATHA	Starting time: 10h00	
Date: -- 03 JUNE 2021	Location: O. R. Tambo District Municipality Ground Floor Foyer MTHATHA				
Starting time: 10h00					
F.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.				
F.2.10	Pricing the tender				
F.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.				
F.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.				
F.2.10.3	Provide rates and prices that are fixed for the duration of the Contract, and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.				
F.2.10.4	State the rates and prices in South African Rand				
F.2.11	Alterations to documents Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.				
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.				
F.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:				

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

	<p>Location of Tender box: Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.</p> <p>Physical address: O. R. Tambo House, Nelson Mandela Drive, Mthatha</p>
F.2.14	<p>Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
F.2.15	<p>Closing time The closing times for submission of Tenders are 12H00 28TH OF JUNE 2021.</p>
F.2.15	<p>Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.</p>
F.2.16	<p>Tender offer validity The Tender offer validity period is 90 Days as stated in the tender data.</p>
F.2.17	<p>Clarification of tender offer after submission The tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
F.2.18	<p>Provide other material The tenderer shall, when requested by the Employer to do so, Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
F2.20	<p>Submit securities, bonds, policies Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> • Valid Tax compliance status PIN issued by SARS • Certified copy of the bidder's company registration documents as issued by the Registrar of Companies; • Original or certified copy of BBBEE certificate, if bidder is not an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE); • Sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an EME or QSE; • Certified copy of identity documents of directors/ shareholders/ partners / members, as the case may be. • CSD supplier number • Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months;
F.3	<p>The employer's undertakings</p>
F.3.1	<p>Respond to requests from the tenderer</p>
F.3.1.1	<p>Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.</p>
F.3.2	<p>Issue Addenda If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.</p>
F.3.4	<p>Opening of tender submissions</p>
F.3.4.1	<p>The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>

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Witness 2

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Witness 1

Witness 2


Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	Non-disclosure The client shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
F.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.9	Arithmetical errors, omissions and discrepancies
F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) The summation of the prices.
F.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
F.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
F.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.


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Contractor



Witness 1




Witness 2



Employer



Witness 1



Witness 2

F3.11

Evaluation of tender offers

Replace the contents of the entire sub-clause with the following:

The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer & Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined **BUT** the prerequisite will be to obtain at least **60%** of total points for quality (functionality), which will be explained in Second Stage below.

Nevertheless, O. R. Tambo District Municipality retains the right to accept or reject any bid.

C. First stage in evaluation: Compliance with Bid Rules and other Requirements

The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.

- The form of Offer and acceptance
- Tax information
- Certified company registration documents and ID of members
- Form C: Compulsory Enterprise Questionnaire
- Form D: Certificate of Authority for Signature
- Form E: Amendments, Qualifications and Alternatives
- Form H: Certificate of Good Standing
- Form I: Relevant experience
- Form J: Details of key staff and CVs
- Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017

Note:

- All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.
- Addenda issued during the bid period, if any.
- The pricing schedule

Failure to supply the required information will compromise the bid

D. Second Stage in Evaluation: Quality / Functionality

Only bidders who score **60% or more** on stage 1 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be 100, distributed as follows:

STAGE 1: FUNCTIONALITY/QUALITY EVALUATION

Item	Weight
Stage 1 of Evaluation-Functionality	100
• Similar Projects	40
• Experience of the Project Team	40
• Methodology	20
Stage 2 of Evaluation- Price & B-BBEE	100
• Price	80
• B-BBEE	20

Tender functionality / quality claimed

Tender functionality / quality claimed

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Contractor

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Employer

Witness 1

Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

	Category of Quality / Functionality	Maximum tender evaluation points provided
B1.1		
	Tenderer must have completed 4 or more similar projects of at least R2 000 000.00 combined. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	40
	Tenderer must have completed 3 or more similar projects of at least R1 500 000.00 combined. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	30
	Tenderer must have completed at least 2 similar projects of at least R1 000 000.00 combined. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	20
	Tenderer must have completed at least 1 similar projects of at least R500 000.00 each. Copies of Completion Certificates or proof of such MUST be submitted with the bid. No points will be awarded where proof or Completion Certificates have not been submitted with the Bid.	10
	Experience of the team Qualified Project Manager with NQF 4 (Minimum) Project Management (Attach CV & Certificate) (In case of foreign qualifications, please attach SAQA equivalent or certified proof thereof)	40
B1.2	Project Manager with 4 years' experience in similar projects	40
	Project Manager with 3 years' experience in similar projects	30
	Project Manager with 2 years' experience in similar projects	20
	Project Manager with 1 years' experience in similar projects	10
	No project manager	00
	Methodology	20
B1.3	A clear methodology with clear time frames, organogram and costs, indicating the innovative methods of executing works	20
	A clear methodology with clear time frames and costs, indicating the innovative methods of executing works	15
	A clear methodology with clear time frames and indicating the innovative methods of executing works	10
	A clear methodology with the innovative methods of executing works	5
	No methodology	00
	TOTAL	100

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Contractor

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Employer

Witness 1

Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

STAGE 2: EVALUATION FOR PRICE AND PREFERENCE (80/20)
 The procedure for Stage 2 of evaluation of responsive tenders is Method 1

a) PRICE: 80

a) B-BBEE STATUS LEVEL OF CONTRIBUTION: 20

$$P_s = 1 - \left(\frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender

The following table must be used to calculate the score out of 20 for BBEE:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

F.3.13 Acceptance of tender offer

F3.13.1 Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

F3.13.2	Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.
F.3.14	<p>Notice to unsuccessful tenderers</p> <p>After the successful tenderer has acknowledged the employer's notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality's website: www.ortambodm.org.za by listing the successful tender.</p>
F.3.15	<p>Prepare contract documents</p> <p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>a) addenda issued during the tender period, b) inclusion of some of the returnable documents, c) other revisions agreed between the employer and the successful tenderer, and d) The schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.16	<p>Issue final contract</p> <p>Prepare and issue the final draft of the contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).</p>

T2.2.39

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

PART 1

C1 CONTRACT DATA

C1 AGREEMENT AND CONTRACT DATA

T2.2.40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project: ORTDM SCMU 67-20/21: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

AGREEMENT AND CONTRACT DATA (C2)

C1.1 Form of offer and acceptance

C1.2 Contract Data

T2.2.41

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OR TAMBO DISTRICT MUNICIPALITY

PROJECT NO: ORTDM SCMU 67-20/21

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

C. 1. FORM OF OFFER AND ACCEPTANCE

PART 1: FORM OF OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS** The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (In figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: _____ Date: _____

Name: _____

Capacity: _____

For the
Tenderer: _____

(Tenderer's address)

Name &
Signature of
Witness _____ Date _____

T2.2.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: ACCEPTANCE (To be completed by the Employer)

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: _____ Date: _____

Name: _____

Capacity _____

For the Employer _____

(Name and address of organisation)

Name & Signature of Witness _____ Date _____

T2.2.43

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

OR TAMBO DISTRICT MUNICIPALITY

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

C1.2 CONTRACT DATA

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract as per the **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC)** issued by National Treasury of the Republic of South Africa.

The meaning of “purchaser” in the GCC shall have the same meaning as “Employer”

Compulsory Data

Clause 1.21

The name of the Employer is O.R Tambo District Municipality.

Clause 7

Deed of Guarantee is not applicable on this Contract.

Clause 8

All pre-bidding testing or trial tests are not applicable.

Clause 10

The works shall be completed within 36 months after the signing of the contract

Clause 11

The service provider shall have an Indemnity cover of not less than R5 million.

Clause 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 Service Provider.

Clause 49.3

Disputes will be settled through arbitration.

Signature of the Tenderer: _____

T2.2.44

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**OR TAMBO DISTRICT MUNICIPALITY
PROJECT NO: ORTDM SCMU 67-20/21**

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36 MONTHS

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

T2.2.45

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Days" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad markets 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 supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site" where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.


1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.


1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.


T2.2.46




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

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

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

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

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

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

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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

(b). a cashier's or certified cheque

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

T2.2.47

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any,
T2.2.48

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

specified in SCC:

- (a). performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. See paragraph 1, page 22.

T2.2.49

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

18. Contract amendments

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

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. 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 suppliers 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 suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

T2.2.50

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such persons name be endorsed on the Register for Tender Defaulters. When a persons name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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, ^{T2.2.51} termination will be without compensation to the

Contractor

Witness 1

Witness 2

Employer

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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. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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


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

32. Taxes and duties


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

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

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Witness 1



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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

T2.2.53

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OR TAMBO DISTRICT MUNICIPALITY
PROJECT NO: ORTDM SCMU 67-20/21
SPECIAL CONDITIONS OF CONTRACT

1.

DELIVERY OF STOCK

- 1.1.1 Deliveries will be to the municipal various sites Monday to Thursday to be done 7h30am to 15h00pm and on Friday's between 7h30am to 14h00pm.

BRANDING

Embroidery (Logo, colour and size): O.R. Tambo District Municipality Logo. Height of embroidery – 45mm Length of embroidery – 100mm Embroidery on the left side of the shirt's/Top overall/Jacket/Blazer/Coat chest Printed on the back of top of Overalls is the name of the department "Water & Sanitation" and customer care number
Moreover, additional embroidery and branding will be specified in SLA. (Service Level Agreement) with a successful supplier.

1.1.2 KEY PERFORMANCE INDICATORS

- 1.1.3 The O.R. Tambo District Municipality has a system by which service delivery is measured. The appropriate Key Performance Indicators (KPI) to which the service provider in this tender will be measured as follow.
- 1.1.4 Timeous delivery of the correct quantities as per order of items.
- 1.1.5 Quality of product and lead time of delivery as per tender document.
- 1.1.6 The service provider will be notified if the KPI's are not met
- 1.1.7 Non-compliance with agreed service delivery, may lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.
- 1.1.8 Should the service provider fail to supply within the times as set out in the tender document, a penalty equal to 1% of the total cost of the work – order will be deducted from any monies, for each day in breach.

1.1.9 PRICE ESCALATION

- 1.1.10 Prices to remain firm for one year (12 months) after award. Thereafter escalation will be calculated on an annual basis at the applicable CPI for year two (2) and three (3)

1.1.11 EVALUATION OF TENDER

- The tender will be evaluated in totality of the offer.
- Items will be procured in an as and when basis where suppliers will be required to quote on specified items with specific quantities and an official order will be issued in relation to the accepted quotation

1.1.12 LEAD TIME

- Lead time will not exceed two (2) working weeks from receipt of official order for the supply and delivery of Protective Clothing and Equipment.

1.1.13 LOCAL CONTENT THRESHOLD(S)

The Guidelines for local produced goods or locally manufactured goods with a stipulated minimum threshold of 100% for local production and content for designated sector: Leather and Footwear will apply. Refer to the website www.thedti.gov.za and tender document for more information.

All items must be SANS approved

T2.2.54

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SCOPE OF WORK

**OR TAMBO DISTRICT MUNICIPALITY
PROJECT NO: ORTDM SCMU 67-20/21**

**SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR 36
MONTHS**

C3.2 SCOPE OF WORKS

T2.2.lv

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1. INTRODUCTION

The provision of water services is the responsibility of Water Service Authority. The Water Services Act (No. 108 Of 1997) has also defined a Water Services Provider as an institution who is responsible for the operation and maintenance of the water services infrastructure that supplies water to the end consumer.

O R Tambo district Municipality (ORTDM) is the Water Service Authority and a Water Service Provider; this is in terms of the Municipal Structures Act 118 of 1998. In order to fulfil this responsibility, ORTDM is required to repair leaking or burst water pipes, unblock sewers and any other related tasks that require planned and unplanned action.

In responding to this, the District is putting out these terms of reference to acquire services from Providers with necessary skills and experience to supply and deliver Protective Clothing for a period of 36 months.

2. THE PURPOSE OF THE PROJECT

The purpose of the project is to acquire services of a competent supplier or service provider that will supply and deliver Protective Clothing in order to assist the municipality in rendering operation and maintenance of water services function within its jurisdiction. The appointment will be for the period of 36 months and this will be based on a call down system/ method. This means that successful bidder will be requested by the municipality to supply the protective clothing as and when required by the municipality through an official purchase order.

3. PROJECT BRIEF

The services that are required will be for the 36 months period at an agreed rate and will be based on the call down system/ method (services to be rendered when required). A mechanism in this regard will be developed on the communication and consultation with the provider when the necessary services are required. The suppliers are required to supply SABS or ISO approved materials and failure to comply will result to discontinuation of the contract. OR Tambo District Municipality will not be held liable for any Health & Safety related accidents or incidents as a result of negligence on the part of the successful Bidder. OR Tambo District Municipality reserves the right to cancel the contract at any stage should the successful Bidder not comply with what is deemed reasonable performance efficiency. No work may start without an official order notification for supply that will be required from the service provider.

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5. METHODOLOGY

The Supplier or Service Providers must demonstrate the capacity to execute the required service. The company to show how are the daily reporting will be handled, what evidence will accompany the monthly invoicing showing work done. Staff that will be involved in executing the service and their roles, the controls that will be put in place to ensure the value for money.

6. PROJECT MANAGEMENT

The project will be managed by the General Manager of OR Tambo District Municipality. The service provider is expected to provide a designated individual to perform the project management task and contractual management. The person should demonstrate the necessary capability to carry the task including competency in word and excel spreadsheet.

7. DELIVERABLES/OUTPUTS

The key deliverable/ output for the project are the supply and delivery of Protective Clothing for operation and maintenance of water services infrastructure employees within Or Tambo District Municipality as and when required.

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FORM C2.2 BILL OF QUANTITIES

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Contractor



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Item	Description	Picture	Local Content %	Quantity	Price (excl. Vat)
1.	<p>TWO PIECE OVERALLS WATER & SANITATION MAINTENANCE</p> <ul style="list-style-type: none"> -50mm Lime silver lime reflective tape around arms, legs, strips above breast pocket and cross on the back -YKK concealed metal zip on jackets and pants -Fully triple stitched shoulders, arm holes, side seams, in-leg & back rise -Double needle yokes -Mitred left breast pocket with V-flap -Ruler pocket <p style="text-align: center;">COMPOSITION</p> <ul style="list-style-type: none"> -100% Cotton -220/230gsm fabric -The natural fibres make this garment comfortable and breathable 		100%	01	R
2.	<p>TWO PIECE OVERALLS WATER & SANITATION M&E</p> <ul style="list-style-type: none"> -YKK concealed metal zip on jackets and pants -Fully triple stitched shoulders, arm holes, side seams, in-leg & back rise -50mm silver flame retardant double needle stitched reflective tape on arms & legs -Elasticated cuffs and side slits on jacket -Mitred laid on jacket pockets, breast pocket with mitred flap, mitred hip pocket and tool pocket on pants <p style="text-align: center;">COMPOSITION</p> <ul style="list-style-type: none"> -100% Cotton -300/310gsm fabric -A flame retardant finish coated fabric -Reflective tape for increased visibility -Protection in the event of a Flash Fir 		100%	01	R

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3.	<p>GUMBOOTS SIZE</p> <ul style="list-style-type: none"> -A heavy duty knee length PVC gumboot with safety toe protection offering optional anti penetration midsole made from mining, forest, and Construction -This boot offers a hard wearing, excellent grip and sole. -GB-STC: SB with steel toe cap -GB-STCM: SB+P with steel toe cap and midsole <p>PRODUCT RATING SABS. Permit No 2499/3864. SANS 20345:2014</p>		100%	01	R
4.	<ul style="list-style-type: none"> -Full Grain Crazy Horse Leather Upper -Full Moisture-wicking Lining -New Improved Moulded, Padded, Removable Sockliner -Steel Shank -200J Impact Resistant Steel Toe Cap -Dual-density PU sole -Slip Resistant -Acid & Oil Resistant -Anti-static -EN ISO 20345:S1 		100%	01	R
5.	<p>SAFETY BOOT FOR WSU AND SUPERINTENDENT</p> <ul style="list-style-type: none"> -ASTM F2413-11 I/75 C/75 Steel Toe -Full grain leather upper -Nylon mesh lining -Nylex + PU sock liner -Poured PU mid-sole -Ultra Work Compound out sole -Cement construction -Slip Resistant -Electrical Hazard rated 		100%	01	R

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6.	<p>NON STEEL TOE CAP SAFETY SHOE</p> <ul style="list-style-type: none"> -Single density PU sole -Water resistant -Anti-static -Anti-slip -Anti-bacterial insole -Oil resistant -Unisex -Perfect for chefs, hospitals and frontline staff -Adjustable elasticated side panel -Microfiber upper and higher heel -CE EN ISO20347: 2011 approved occupational lightweight shoe 		100%	01	R
7.	<p>UNISEX JACKET</p> <ul style="list-style-type: none"> -S - 4XL / 100% polyester Oxford fabric / lining: 100% polyester ta- eta body, sleeves and hood -detachable hood -stretch knit storm cu-ffs -wind placket -main placket with velcro closures and -3-two press buttons covering zip -two hand pockets with zips -right chest pocket with zip -interior pocket with zip -interior pocket with velcro closure -interior media guide cord -elastic cords with stoppers in hood and -bottom hem -contrast heat press three-square logo at back right bottom hem -heat transfer main label -hanging loop -opening in lining for access to branding areas -wind resistant, water resistant 		100%	01	R

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Contractor





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8.	<p>LADIES GOLF SHIRT</p> <ul style="list-style-type: none"> -S - 3XL / 170 g/m² / 50% BIZ COOLTM polyester piqué knit, 50% cotton -Rib knit collar and cuffs -Self-fabric neck tape -Twin stripe tipping at collar and cuffs -Three button placket -Tone-on-tone buttons 		100%	01	R
9.	<p>MENS GOLF SHIRT</p> <ul style="list-style-type: none"> S - 4XL / 170 g/m² / 50% BIZ COOLTM polyester piqué Knit, 50% cotton Rib knit collar and cuffs Self-fabric neck tape Twin stripe tipping at collar and cuffs Three button placket Tone-on-tone buttons Loose pocket included 		100%	01	R
10.	<p>MENS BUSH SHIRT</p> <p>The Serengeti two-tone is a hardwearing shirt with:</p> <ul style="list-style-type: none"> -two-piece collar -box pleat pockets with flaps -short sleeves -contrast on the front yoke, back yoke, pockets and button stand (Weight 190gsm) 		100%	01	R
11.	<ul style="list-style-type: none"> -120g 100% Cotton -Bar-tacks at pressure points -Back vent with mesh insert for ventilation -Two patch pockets with velcro flaps on chest -Front waist darts -Curved hem-line -Sleeves with turn-ups -Flattering feminine outdoor look -Cotton 		100%	01	R

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Contractor





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12.	Mens Oliver Zip Off Cargo Pants Deep front pockets Cargo side pockets and back patch pockets with flap and velcro closure Bartacks at all pressure points for added durability 2-in-1 zip off cargo design into a Bermuda short Back darts for improved fit 230g 65/35 Poly cotton fabric with brushed finish YKK zips Poly Cotton		100%	01	R
13.	RAIN SUIT -Rubbersised rain suit with reflective tape, zip and storm flap and carry bag. -Sizes: S M L (XL XXL +10%) (XXXL + 20%)		100%	01	R
14.	UNISEX DUST COATS -Poly-cotton fabric, single chest and two front pockets, thigh-length, -button front. -Colour: Grey, White SIZES 32-56;46 AND 48 PLUS 10%, 50 AND 52 PLUS 20%		100%	01	R
15.	Safari Wide Brim Hat 100% Polyester 4 Needle stitch twill sweatband Brass eyelets & studs Cord with slide toggle Sizes: Small - 56cm Medium - 58cm Large - 60cm Floats on water		100%	01	R

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Contractor




Witness 1

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16.	<p>EAR PROTECTION</p> <ul style="list-style-type: none"> -Twin point mounted cups -Low risk of entanglement on machinery -Hearing protection for extended periods -Designed with comfort in mind -Durable self-adjusting ABS cups -Close fitting wire headband for comfort -Large cups for high noise levels together with soft foam cushions 		N/A	01	R
17.	<p>SAFETY GOOGLES</p> <ul style="list-style-type: none"> -Clear polycarbonate mono lens -Efficient direct micro ventilation system -14 mm elasticated & adjustable cotton knit headband -High quality polyvinyl chloride frame -Ergonomic design -Face contact area designed for comfort and seal -Compatible with respiratory equipment -Scratch resistant lens -120° lateral vision 		N/A	01	R
18.	<p>SAFETY REFLECTOR VEST SA003FR-Y</p> <ul style="list-style-type: none"> -Flame Retardant vest made with 100% Polyester fluorescent yellow open weave fabric -The Flame Retardant tape is 100% cotton woven fabric with micro-glass bead coating, 520g/m² -Velcro closing -Black polyester binding -Garment Class 2 -Available in sizes Small to 2XL 		100%	01	R

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Contractor




Witness 1

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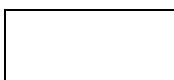
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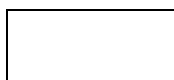
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<p>19.</p>	<p>FALL SAFETY HARNESS H-DL-SCAFF-BELT</p> <ul style="list-style-type: none"> -Full Body harness made of 45mm Polyester with 3.3ton breaking strength -45mm Webbing double Lanyard with SCAFFOLD hook and belt -Shock Absorber – Tear webbing KGF 395-86 Peak Force 3,88Kn -Shock Absorber cover with protective heat shrink material -Adjustable interlocking buckle for leg strap adjustment -Adjustable interlocking buckle on chest strap and shoulders -SANS 50361 (HARNESS) -SANS 50362 (CONNECTORS) -SANS 50354 (LANYARD) -SANS 50355 (SHOCK ABSORBER) 		<p>100%</p>	<p>01</p>	<p>R</p>
<p>20.</p>	<p>K95</p> <ul style="list-style-type: none"> -The KN95 Mask is a standard for respiratory equipment which filters 95% of particulates greater than 0.3 microns. -KN95 masks are a PPE. -They offer significant protection over standard surgical blue 3 ply masks and are approved by the CDC as acceptable replacements if N95 masks are unavailable. -Filtering Performance: equal to 95% @ 0.3 Micron or greater 		<p>N/A</p>	<p>01</p>	<p>R</p>
<p>21.</p>	<p>SAFETY SHIELD</p> <ul style="list-style-type: none"> -A double sided, anti -fog PET visor for an extended product life -A 180-degree wide range isolation protection -Transparent, high definition optically correct vision, preventing dizziness -A soft foam brow guard -An elasticated latex free adjustable headband for a secure fit regardless of head size -Compatible for use with half mask respiratory protective devices and glasses 		<p>N/A</p>	<p>01</p>	<p>R</p>

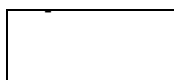
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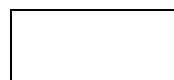
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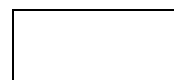
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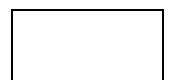
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Employer



Witness 1



Witness 2

22.	<p>LONG SLEEVE SAFETY GLOVES</p> <ul style="list-style-type: none"> -Higher flexibility for long duration wear comfort -High dexterity -High abrasion -Super grip -Impermeable protection <p>COMPOSITION</p> <ul style="list-style-type: none"> -Double dipped PVC -Seamless cotton liner -AZO free/ Chromite 6 free -Extra length sleeve & elasticated cuff 		100%	01	R
23.	<p>Brown PVC extra heavyweight gloves</p> <p>Safety Cuff Rough texture finish Natural colour liner: loop pile 74 tex standard Overall length: 60cm Size: 10 / XL</p>		100%	01	R
24.	<p>Respiratory</p> <ul style="list-style-type: none"> -Low profile design for better peripheral vision -FFA1P2R D protects against organic vapours, up to 10 x Workplace Exposure Limit (WEL) or 1000 ppm whichever is lower and 10 x WEL for particulates -Exhalation valve centrally positioned for effective removal of heat and moisture -Adjustable head cradle and easy to fasten neck straps 		N/A	01	R
25.	<p>Lab coats</p> <ul style="list-style-type: none"> -Water Resistance Cotton -Synthetic -Flame Retardant materials (Nomex) -Flame Resistant treated material. 		100%	01	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

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26.	<p>Ladies and Men's Golf Shirt The Ladies and Men's Golf Shirt is a 100% polyester short sleeve golf shirt in a jersey knit. Features a flat knit collar, self-fabric neck tape, a four-button placket and mesh inserts on the shoulders and side panels. Has a tone-on-tone black knight emblem embroidered on the back neck yoke. Relaxed fit. Material: 160 g/m2 100% Polyester Jersey Knit (Various Colors)</p>		100%	01	R
27.	<p>Ladies and Men's Long Sleeve Golf Shirt The Ladies and Men's Long Sleeve Golf Shirt is a 100% performance polyester long sleeve golf shirt in a single jersey knit. Features a self-fabric collar, a three-button contrasting placket with tone-on-tone logo buttons and ribbed cuffs. Has a tone-on-tone black knight logo embroidered on the back neck yoke. Relaxed fit. Material: 170 g/m2 100% Performance Polyester Single Jersey Knit</p>		100%	01	R
28.	<p>LADIES AND MENS ILLUSION JACKET -Two-piece sleeve with Velcro tab. Inseam pockets with zip opening. Lightweight soft-shell. Bonded with contrast grey fleece inner, Zip-off three-piece hood with cord and toggles. Top-stitching throughout. 100% Polyester bonded fabric</p>		100%	01	R

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Contractor




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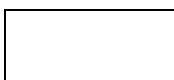
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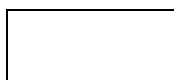
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29.	<p>Ladies and Men's Insulated Jacket</p> <p>The 3/4 water and wind-resistant Ladies and Men's Insulated Jacket features a detachable hood, stretch-knit with thumb exits, two hand pockets with zips, two interior pockets – one with a zip, the other with velcro closure. It offers an interior media guide cord, an elastic cord with stoppers in the hood, a wind placket, the main placket with velcro closures and two press buttons covering the zip, a contrast heat press three-square logo at the back right bottom hem, a heat transfer main label with a hanging loop and an opening in the lining for access to branding areas. Material: 100% Polyester Oxford & 100% Polyester</p>		100%	01	R
30.	<p>Ladies and Men's Insulated Bodywarmer</p> <p>The Ladies and Men's Insulated Bodywarmer is a polyester winter wear item with a water-resistant coating and water repellent finish. The bodywarmer has a chin protector, wind placket, zip pockets, a full front zipper and elasticated binding on the hem and armholes. Available in different colours and sizes with a standard fitting. 260 g/m2. 100% polyester 290T woven with water resistant coating and water repellent finish.</p>		100%	01	R
31.	<p>Winter Set Acrylic cable rib knit with 100% wool.</p>		100%	01	R

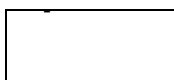
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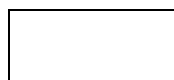
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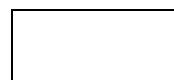
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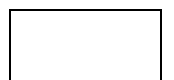
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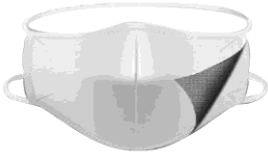


Employer



Witness 1



Witness 2

32.	<p>Floppy Hat The Floppy Hat is a short-brimmed hat that features a towelling sweat band and an adjustable chin strap. Made from quick dry, wickable nylon</p>		100%	01	R
33.	<p>Force Jacket High-visibility mesh jacket Epaulettes. Removable sleeves which makes it a versatile work wear garment. Full frontal zip with. Solid chest and back panel for branding. 2 Side pockets. Elasticated cuffs & waistband. Reflective tap</p>		100%	01	R
34.	<p>Barricade Jacket 100% Coated Polyester, water resistant oxford fabric</p>		100%	01	R
34.	<p>Fabric Face Mask Three layered, 100% Polyester. Washable & Re-usable. Can be ironed</p>		100%	01	R
35.	<p>Double Wall Car Charger Mug The Double Wall Car Charger Mug has an insulated lid and includes a cord to connect to the cars lighter port so your drink is always warm while you're on the road. Includes cord for car lighter. Comes packaged in a gift box. Stainless Steel</p>		N/A	01	R
36.	<p>2.2 Litre Water Bottle with Integrated Carry Handle and lid</p>		N/A	01	R

Contractor




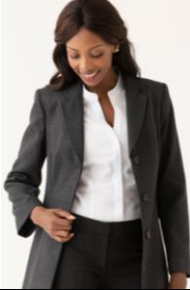


Witness 1

Witness 2

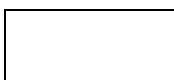
Employer

Witness 1

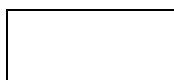
Witness 2

37.	<p>Ladies Safety Boot</p> <p>Stylish Leah Leather Boot offers a soft man-made upper with stretch elastic panel and super soft lining for supreme comfort</p>		100%	01	R
38.	<p>Men's Safety Boot</p> <p>Gold Rush Leather Boot boasts a stylish design along with the comfort of a cushioned footbed and a durable sole.</p>		100%	01	R
39.	<p>SHIRT</p> <p>Classic Long Sleeve Blouse metal buttons adjustable tab navy</p>		100%	01	R
40.	<p>COAT</p> <p>Long Sleeve Melton Coat with Revere Collar and Inseam Pockets</p>		100%	01	R
41	<p>BLOUSE</p> <p>Classic Long Sleeve Cotton Rich Navy in colour</p>		100%	01	R
42.	<p>DRESS</p> <p>Sleeveless panelled dress Grey in colour</p>		100%	01	R

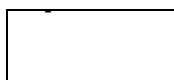
T2.2.- 70



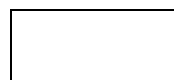
Contractor



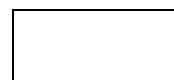
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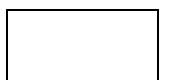
Witness 2



Employer



Witness 1



Witness 2

43.	Men's Shirt Fitted long sleeve men's shirt, with pocket.		100%	01	R
45	Men's Blazer Fitted, lined slim fit blazer		100%	01	R
46.	Men's Coat Classically styled, men's coat, fully lined		100%	01	R
47.	Men's Pants Fitted slim fit pants with flat front and back pockets		100%	01	R
48.	Men's Waistcoat Fitted men's slim fit lined waistcoat		100%	01	R

T2.2.- 71

Contractor

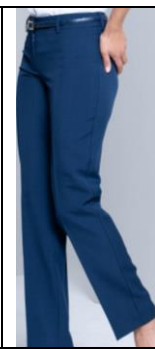
Witness 1

Witness 2

Employer

Witness 1

Witness 2

49.	Ladies Trouser		100%	01	R
50.	WAIST COAT Fitted waist coat with front flaps and back belt details		100%	01	R
	Mark up Rates Percentage mark-up on items (with attached invoices) approved by the Employer or his representative for materials, (other than those set out in this list) used in the execution of work ordered by the Employer		%		_____ %
	Transportation (Rate per KM)		R	1	R
SUBTOTAL					R
VAT					R
GRAND TOTAL					R

T2.2.- 72

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2