



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER: USD EE 10-2020.21

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
C de Wet Centre
175 Es'kia Mphahlele Drive
Pretoria West
0001
Tel: 012 358 9999

BID CLOSING DATE	22 JUNE 2021
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: UTILITY SERVICES DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
USD EE 10-2020.21	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.	UTILITY SERVICES	Thabang E Selahle	N/A	22 June 2021 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON TSHWANE WEBSITE (www.tenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

**Procurement Advice Centre
C De Wet Centre
175 Es'kia Mphahlele Drive (previously DF Malan Drive)
Pretoria West
0183**

Documents must be deposited in the bid box not later than **10:00 on 22 June 2021** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Thabang E Selahle (012 358 3451 or thabangSe1@tshwane.gov.za)
- Supply chain enquiries: Mulondi Nemaembeni (012 358 6636 or mulondin@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature **Signature** **Signature**

.....
Date **Date** **Date**

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature **Date**

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid 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:

SPECIFICATION OR TERMS OF REFERENCE

UTILITY SERVICES DEPARTMENT

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.

BID NUMBER

(USD EE 10-2020.21)

1. INTRODUCTION AND PURPOSE

The purpose of this tender is for the City of Tshwane to have Personal protective clothing.

2. BACKGROUND

The Utility Service Department needs to appoint service provider(s) for the supply, delivery and offloading of specialized protective clothing and equipment as prescribed by SABS/ International Standards at the City of Tshwane operational depots/ stores.

3. PROJECT SCOPE

Scope

Tender for the supply, delivery and off-loading of new specialized personal protective equipment and clothing to the City of Tshwane stores on and as when required basis over a three (3) year period.

The tender will be awarded per section. Bidders must price all the items in a section they are bidding for, or they will not be evaluated on that particular section.

1 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

- 2.1.1 Approved: Means approved by the City of Tshwane authorized representative.
- 2.1.2 Networks: The high, medium and low voltage distribution networks.
- 2.1.3 Risk assessment: An assessment of the probability that injury or damage may occur.
- 2.1.4 Acceptable: Acceptable to the authority administering this standard or to the parties concluding the purchase contract as relevant.

2.1.5 Protective clothing and personal protective equipment: all items including head, face, neck and chin protection, eye protection, hearing protection, body protection, hand and arm protection, foot and leg protection intended to protect a person against the thermal hazards of an electric arc and hazardous chemicals.

2.2 Abbreviations

- i. OHS Act: The Occupational Health and Safety Act, Act 85 of 1993.
- ii. PPE: Personal Protective Equipment.
- iii. ATPV: Arc Thermal Performance Value
- iv. FR: Fire resistant
- v. NFPA: National Fire Protection Association
- vi. SANS: South African National Standards

2.3 Normative References

The latest editions of the following specifications and acts shall apply.

ASTM F 2178-02	Standard test method for determining the arc rating of face protective products
ASTM F1959-06:2019	Standard test method for determining the arc rating of materials for clothing.
ASTM F1506 02: 2002	Standard performance specification for flame resistant textile materials for wearing apparel for use by electrical workers exposed to momentary electric arc and related thermal hazards.
ANSI Z87.1: 2015	Occupational and educational personal eye and face protection devices
SANS 61482-1-1: 2009	Live working – Protective clothing against the thermal hazards of an electric arc.
EN 388: 2016	Protective gloves against mechanical risks.
NFPA 70E: 2018	Standard for electrical safety for employee workplaces.
EN 166: 2011	Personal eye protection – Specifications.
ISO 5077: 2008	Textile – Determination of dimensional change in washing and drying.
SANS 10011: 2007	Care-labelling of textiles and clothing.
SANS 50352-1: 2008	Hearing protectors. Safety requirements and testing. Ear-muffs
SANS 1309: 2007	Printed labels for textiles'
SANS 10101: 2008	Standard nomenclature for stitches, seams and stitching
SANS 1397: 2003	Industrial safety helmets.
SANS 416: 2012	Chemical resistance gloves.

SANS 20345: 2014	Personal protective equipment – safety footwear.
SANS 1400: 2010	Equipment (including oculars) for eye, face and neck protection against non-ionizing radiation arising during welding and similar operations – Welding helmets, hand shields, goggles and welding spectacles.
ASTM F696-06: 2019	Leather protection for rubber insulating gloves.
EN 343	Protective Clothing – Protection against rain.
SANS 60903: 2015	Live working – Electrical installation gloves.
SANS 1362: 2008	Sewing threads.
SANS 1387: 2017	Woven cotton and similar apparel fabrics. Part 6 denim fabrics
SANS 1557:2019	Sunscreen products.
SANS 1404:2009	Eye-protectors for industrial and non-industrial use
SANS 434: 2008	Boiler suits and work wear suits'
NFPA 2112: 2008	Standard on Flame-Resistant clothing for protection of industrial personnel against short duration thermal exposures from fire.
SANS 1423: 2019	Performance requirements for textile fabrics of low flammability.
DIN 32763	Grade 2 clothing for protection against chemicals; safety requirements, testing
ISO 6529:2013	Protective clothing – Protection against chemicals – Determination of resistance of protective clothing materials to permeation by liquids and gases.
SABS 1822: 2011	Slide fasteners
SANS 5323: 2008	Breaking strength of seams in textiles'
SANS 6130: 2006	Dimensional changes and skew-ness of textile fabrics on exposure to heat
SANS 10011: 2007	Care-labelling of textile piece-goods, textile articles and clothing.
IEC 61482-1-1: 2019	Live working – protective clothing against the thermal hazards of an electric arc' – Part 1-1: Test methods – Method 1: Determination of the arc rating (EIM, ATPV and /or EBT) of clothing materials and of protective clothing using an open arc.
SANS 724: 2010	Personal Protective Equipment – Protective Clothing against the thermal hazards of an Electric Arc (Only to be used in conjunction with IEC 61482-1-1, NFPA 70E & IEEE 1584
SANS 12401:2010	Small craft- Deck safety harness and safety lines
EN 149: 2001	Respiratory protective devices, filtering half masks to protect against particles.

SANS 50149:2003	Respiratory protective devices - Filtering half masks to protect against particles - Requirements, testing, marking
ISO 11611: 2015	Protective clothing for use in welding and allied processes.
IEC 60903: 2014 IEC 60417 – 5216 EN 531: 1995	Live working – Electrical insulating gloves. Graphical symbols for use on equipment. Clothing to protect against heat and flames.

2 REQUIREMENTS

3.1. General

Garments shall be cut and made with first-class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both) and from marks, spots and stains incurred in the marking up. All seams shall be smooth and all stitching uniform.

Seams and stitching shall be free of twists, pleats and puckers, and shall be sufficiently extensible to obviate seams cracking and undue shrinkage in use. All ends of sewing that are not secured in seams or in other sewing shall be adequately back-tacked. All ends of sewing shall have been trimmed and loose threads removed.

The overall and other garments shall be uniform and of an acceptable make, prescribed color, finish and matching of the shades of the component parts shall be such as to be acceptable.

The garment must be provided with serial numbers which will be used for identification and tracking.

NB: The employees must be measured their exact sizes (length, waist, etc.) in the selected City of Tshwane stores before any garment is made. The sizes must be measured by the supplier.

Standard distance for reflective stripes in the garment designs must be used for all sizes i.e. for reflectors, trousers, jackets, etc.

Due to the Covid-19 pandemic, the suppliers must always wear their masks whenever they are in the City's premises.

3.1.1. Instruction for use

Protective clothing and equipment shall be supplied to the City of Tshwane stores with information written in English. All information shall be unambiguous. It shall include at least the following:

- i.Name and full address of the manufacturer and/or authorized representative,
- ii.Product designation,

- iii. Number of the relevant IEC standard with the year of publication (four digits), (IEC 61482-2:200X),
- iv. Pictograms, information and explanation about the type of arc test (ATPV or box test classification or both),
- v. Care instructions in accordance with ISO 3758,
- vi. Cleaning and repair instructions,
- vii. They must be serialized.

3.1.2. Required measurements on Zippers and Pockets

NB: Where measurements are not given on the garments, the following measurements must be used:

- I. Extra-small, small and medium – Front chain or coil zip length = 55cm,
Front inseam pockets opening = 16cm,
Back patched pockets opening = 14 cm and depth = 19cm.
- II. Large, extra-large, extra-extra-large up to 5X extra-large – front chain or coil zip length = 60cm,
Front inseam pockets opening = 19cm,
Back patched pockets opening = 17cm and depth = 21cm.

3.2. SECTION 1: INHERITED ARC RESISTANT CLOTHING

3.2.1 Inherited arc resistant work wear suits

- 1) The garments shall consist of two pieces – a trouser and jacket combination.
- 2) All parts of the garments shall be made of inherited arc resistant materials of the same ATPV.
- 3) The fabric shall be an inherently fire resistant and of meta-aramid composition or similar, with a basis weight not greater than 305 g/m².
- 4) Garments shall be suitable for use by both male and female employees.
- 5) Instructions on how to take care of the suits must be provided.
- 6) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 7) The two-piece flame resistant work wear suits shall be supplied in accordance with SANS 434: Boiler suits and work wear suits. This code specifies requirements for the material, cut, make and trim of boiler suits and separate jackets and pairs of trousers of work wear suits.
- 8) The styles for the jackets shall be Style C (slide fastener with butted fronts, breast pocket with flap, and two side pockets), Style 2 (plain with yoke) and Style P (plain cuff).

- 9) The trousers shall have two side pockets, one back pocket.
- 10) The color of the garments shall be in the blue spectrum
- 11) The minimum arc rating of the work wear suits shall be 12cal/cm² (Hazard/risk category 2) and stitching shall be triple stitch.
- 12) The zip fastener shall be non-metallic of meta-aramid composition.
- 13) The City of Tshwane logo shall be accredited screen printing above the left-hand top pocket and shall be 45 mm high. The colors shall be in accordance with City of Tshwane's corporate identity and specifications.
- 14) The jackets of the work wear suits shall have one chest pocket and two side pockets.
- 15) The wording CITY OF TSHWANE shall be embroidered on the back of the jacket, starting 200 mm below the collar in white and shall be 30 mm high. The sewing thread used for the embroidering shall not influence the arc rating of the garment.
- 16) Triple stitch FR reflective tape (luminous stripes), 50 mm wide green and 18 mm wide silver (the silver is to be stitched to the centre of the green) shall be sewn parallel to the waistline around both legs, just below the knees and around both arms, just above the elbows.
- 17) Sewing thread utilized in the construction and arc resistant yarn embroiding of the garments shall not melt and shall be made from a para-aramid synthetic fibre.
- 18) The seam breaking strength of stitches of the garment shall be in accordance with SANS 5323.
- 19) Where internal metal parts (e.g. buttons and zips) are used they shall be covered to the inside to avoid skin contact.
- 20) Internal pocketing fabric shall be the same fabric as used for the outer layer.
- 21) Jackets protecting the upper part of the body shall have long sleeves. No modification of the sleeves is to be undertaken after issue by City of Tshwane.
- 22) The pants and jacket shall be manufactured from the same material that will meet the required ATPV value of 12. The ATPV rating shall be indicated on the jacket and pants.
- 23) Garments shall conform to a recognized manufacturer's quality program.
- 24) City of Tshwane's corporate identity and specifications to be used.
- 25) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements

of this specification (that is a minimum arc rating of 12 cal/ cm² (Hazard/ risk category 2). The City of Tshwane laundering cycles will not be keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.

26)The supplier must provide confirmation in writing that the garment will be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.

27)The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to electric arc shall be withdrawn from service.

28)Fabric for the electric arc garment shall comply with the requirements of IEC 61482-1 and ASTM F1959.

29)The complete garment (on completion of the embroidering and fixing of the reflective stripes) shall be subjected to tests as specified in IEC 61482-1 and ASTM F 1506 and a certificate of compliance must be submitted with each batch of garments delivered.

30)Dimensional changes in washing and drying shall be in accordance with SANS 724.

31)The garments shall comply with the requirements of Clause 5; Tests.

32)The garment shall be suitable for use in a category 2 hazard/risk environment as defined in NFPA70E (see table 1).

1	2		3
Hazard / Risk category (HRC)	Required minimum arc rating of PPE		Clothing Description
	cal/cm ²	J/cm ²	
0	n/a	n/a	Non-melting, flammable materials (i.e. untreated cotton, rayon, wool, silk or blends of these materials) with a minimum fabric weight of 150 g/m ²
1	4	16.74	Arc rated FR shirt, FR trousers or FR coverall
2	8	33.47	Arc rated FR shirt, FR trousers or FR coverall
3	25	104.6	Arc rated FR shirt and FR trousers or FR coverall, and arc flash suit selected so that the system arc rating meets the required minimum

4	40	167.36	Arc rated FR shirt and FR trousers or FR coverall, and arc flash suit selected so that the system arc rating meets the required minimum
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Table 1 – Recommended clothing type to be worn per hazard/risk category

Note: Table 1 taken from NFPA70E document.

3.2.2 Long Trousers/ Chinos (Fire/ Arc Resistant)

- 1) All parts of the garments shall be made of arc thermal resistant materials of the same ATPV.
- 2) The fabric shall be an inherently fire resistant fabric, and of meta-aramid composition or similar, with a basis weight not greater than 300 g/m². Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.
- 3) These garments are intended to supplement the work wear suits and flash suits, not replace them, and shall be worn by senior personnel in conjunction with a long sleeve shirt.
- 4) Garments shall be suitable for use by both male and female employees.
- 5) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 6) The trousers shall have two side pockets and one back pocket.
- 7) The color of the garments shall be in the blue spectrum
- 8) The minimum arc rating of the trousers shall be 12cal/cm² (Hazard/risk category 2) and the stitching shall be triple stitch.
- 9) The zip fastener shall be non-metallic of meta-aramid composition or similar.
- 10) Sewing thread utilized in the construction of the garments shall not melt when tested, and shall be made from a para-aramid synthetic fibre.
- 11) The seam breaking strength of stitches of the garment shall be in accordance with SANS 5323.
- 12) Where internal metal parts (e.g. buttons and parts of zips) are used they shall be covered to the inside to avoid skin contact.
- 13) Internal pocketing fabric shall be the same fabric as used for the outer layer.
- 14) The ATPV rating shall be indicated on the pants.
- 15) The garment shall conform to a recognized manufacturer's quality program.
- 16) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating as per the

requirements of clause 8.1.3 of NFPA 2112. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements of this specification. The City of Tshwane laundering cycles will not be in keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.

- 17) The supplier must provide confirmation in writing that the garment will be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.
- 18) The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to electric arc shall be withdrawn from service.
- 19) The fabric for the electric arc garment shall comply with the requirements of SANS 724.
- 20) The complete garment shall be subjected to tests as specified in SANS 724 and a certificate of compliance must be submitted with each batch of garments delivered.
- 21) Dimensional changes in washing and drying shall be in accordance with SANS 724.
- 22) The garments shall comply with the requirements of Clause 5; Tests.
- 23) The trousers shall not have turn-ups or an elasticized waistband.
- 24) The waistband shall have 7-belt loops, 15 mm wide.
- 25) The quality of the workmanship shall comply with 3.1 (General).
- 26) The back pocket shall have a closing flap with two pieces of fabric hooks and loops tape for fastening and no buttons.

3.2.3 Long sleeve shirts (Fire/ Arc Resistant)

- 1) All parts of the garments shall be made of arc thermal resistant materials of the same ATPV.
- 2) The fabric shall be an inherently fire resistant fabric, and of meta-aramid composition or similar, with a basis weight not greater than 300 g/m². **Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.**
- 3) These garments are intended to supplement the work wear suits and flash suits, not replace it.

- 4) Garments shall be suitable for use by both male and female employees.
- 5) The garment shall be designed in such a way, that it does not influence or hinder the wearer performing work or cause any skin irritations as a result of the material texture.
- 6) The shirts shall have one or two front pocket/s, one on the left and one on the right hand side.
- 7) The color shall be blue.
- 8) **The minimum arc rating of the shirt shall be 12cal/cm² (Hazard/risk category 2) and stitching done shall be triple stitch.**
- 9) The shirt shall be supplied with buttons.
- 10) The City of Tshwane logo shall be embroidered above the left-hand top pocket and shall be 45 mm high. The colors shall be in accordance with City of Tshwane's corporate identity and specifications. The embroidering and sewing thread used for the embroidering shall not influence the arc rating of the garment.
- 11) Sewing thread utilized in the construction of the garments shall not melt when tested, and shall be made from a para-aramid synthetic fibre.
- 12) The seam breaking strength of stitches of the garment shall be in accordance with SANS 5323.
- 12) Where internal metal parts (e.g. buttons) are used, they shall be covered to the inside to avoid skin contact.
- 14) Internal pocketing fabric shall be the same fabric as used for the outer layer.
- 13) The shirt protecting the upper part of the body shall have long sleeves. No modification of the sleeves is to be undertaken after issue by City of Tshwane.
- 14) The ATPV rating shall be indicated on the label of the shirt.
- 15) The garment shall conform to a recognized manufacturer's quality program.
- 16) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating as per the requirements of clause 8.1.3 of NFPA 2112. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements of this specification. The City of Tshwane laundering cycles will not be in keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.

- 17) The supplier must therefore provide confirmation in writing and attached to the bid, that the garment shall be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.
- 18) The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to an electric arc shall be withdrawn from service.
- 19) The fabric for the electric arc garment shall comply with the requirements of IEC 61482-1 and ASTM F1959/F1959M – 14e1.
- 20) The complete garment (on completion of the embroidering) shall be subjected to tests as specified in IEC 61482-1 and ASTM F 1506 and a certificate of compliance to this specification must be submitted with each batch of garments delivered.
- 21) Dimensional changes in washing and drying shall be in accordance with ISO5077.
- 22) The garments shall comply with the requirements of Clause 5; Tests.

3.2.4 Winter jacket (Fire/ Arc Resistant)

- 1) Winter jackets shall be insulated and all parts of the garments shall be made of arc resistant materials of the same ATPV.
- 2) These garments are intended to be worn during winter months to protect the wearer against the cold.
- 3) The fabric shall be an inherently fire resistant fabric, and of meta-aramid composition or similar, with a basis weight not greater than 300 g/m². **Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.**
- 4) The jackets shall have one chest pocket and two side pockets.
- 5) Chest pockets shall be the bellows type – 15 cm deep and 14 cm wide.
- 6) The jackets shall reach below the buttocks.
- 7) The jackets shall have non-corroding press studs down the front on a double panel strip, as well as a non-corroding zip complying with SANS 1822.
- 8) The zip fastener shall be non-metallic of meta-aramid composition or similar.
- 9) Where internal metal parts (e.g. buttons and parts of zips) are used they shall be covered to the inside to avoid skin contact.
- 11) Garments shall be suitable for use by both male and female employees.

- 12) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 13) The color shall be blue spectrum.
- 14) **The minimum arc rating of the jacket shall be 12cal/cm² (Hazard/risk category 2) and the stitching shall be triple stitch.**
- 15) Sewing thread utilized in the construction of the garments shall not melt when tested, and shall be made from a para-aramid synthetic fibre.
- 16) The seam breaking strength of stitches of the garment shall be in accordance with SANS 5323.
- 17) Internal pocketing fabric shall be the same fabric as used for the outer layer.
- 18) The supplier shall provide an indelibly marked label such as an embroidered label, the arc rating (ATPV) of the base fabric used to manufacture the item and affixed in a position readily visible location inside the jacket.
- 19) The garment shall conform to a recognized manufacturer's quality program.
- 20) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating as per the requirements of clause 8.1.3 of NFPA 2112. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements of this specification. The City of Tshwane laundering cycles will not be in keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.
- 21) The supplier must provide confirmation in writing that the garment will be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.
- 21) The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to electric arc shall be withdrawn from service.
- 22) The fabric for the electric arc garment shall comply with the requirements of IEC 61482-1 and ASTM F1959.
- 23) The complete garment (on completion of the embroidering) shall be subjected to tests as specified in IEC 61482-1 and ASTM F 1506 and a certificate of compliance to this specification must be submitted with each batch of garments delivered.

- 24) Dimensional changes in washing and drying shall be in accordance with ISO5077.
- 25) The garments shall comply with the requirements of Clause 5 Tests.
- 21) The quality of the workmanship shall comply with 3.1 (General).
- 22) The pockets shall have flaps with cut-off edges that can be closed with press studs.
- 23) The sleeve cuffs shall be adjustable.
- 24) The City of Tshwane logo shall be embroidered above the left-hand top pocket and shall be 45 mm high and shall be applied in accordance with City of Tshwane's corporate identity.
- 25) The stitching shall comply with SANS 10101.
- 26) The thread used shall comply with SANS 1362.
- 27) The side pockets shall be the bellows type with a side entry into another separate pocket and shall be 22 cm deep and 21 cm wide.
- 28) Sizes to be made available: from Small to XXXXX Large.

3.2.5 Flash suit for switching

3.2.5.1 Flash suit

- 1) The garments shall consist of four pieces – a trouser, coat, hood and gloves combination and shall be referred to as a flash suit kit.
- 2) All parts of the garments shall be made of arc thermal resistant materials of the same ATPV.
- 3) The fabric shall be an inherently fire resistant fabric, and of meta-aramid composition, with a basis weight not greater than 265 g/m². **Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.**
- 4) Garments shall be suitable for use by both male and female employees.
- 5) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 6) The garments shall be supplied in accordance with SANS 724 Personal Protective Equipment – Protective Clothing against the thermal hazards of an Electric Arc.
- 7) The color of the garments shall be in the blue spectrum

- 8) The Arc Thermal Protection Value (ATPV) of the flash suit garments shall be relative to the rated voltage of the network system, as indicated in the tables below;

Maximum Fault Current (kA)	Phase to Phase Voltage (kV)			
	1 - 15	15.1 - 25	25.1 - 36	36.1 - 46
	Heat Flux Rate (cal/ cm ² / sec)			
5	4.9	8.7	11.6	14.8
10	12.5	20.8	27.1	34.5
15	22.2	35.6	45.4	56.2
20	34	52.8	66.4	78.7

Note: Table 1 taken from NFPA70E document

- 9) Sewing thread utilized in the construction of the garments shall not melt when tested, and shall be made from a para-aramid synthetic fibre.
- 10) Where internal metal parts (e.g. buttons and zips) are used they shall be covered to the inside to avoid skin contact.
- 11) The jacket protecting the upper part of the body shall have long sleeves. No modification of the sleeves is to be undertaken after issue by City of Tshwane.
- 12) The pants, jacket and hood shall be manufactured from the same material that will meet the required ATPV rating. The ATPV rating shall be indicated on the pants, jacket, hood and gloves.
- 13) The garments shall conform to a recognized manufacturer's quality program.
- 14) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating as per the requirements of clause 8.1.3 of NFPA 2112. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements of this specification. The City of Tshwane laundering cycles will not be in keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.

- 15) The supplier must provide confirmation in writing that the garment will be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.
- 16) The garment does not have to withstand repeated exposure to electric arc. Any garment which has been exposed to electric arc shall be withdrawn from service.
- 17) The fabric for the electric arc garment shall comply with the requirements of IEC 61482-1-1 and ASTM F1959.
- 18) The complete garment shall be subjected to tests as specified in IEC 61482-1-1 and ASTM F 1506 and a certificate of compliance must be submitted with each garment delivered.
- 19) Dimensional changes in washing and drying shall be in accordance with SANS 6130 or ISO5077.
- 20) For arc flash protection clothing, the ATPV designation applicable to the material shall be visibly indicated on all components of the suit.
- 21) The seam breaking strength of stitching of protective clothing shall be in accordance with SANS 5323.
- 22) The fabric's dimensional stability (wash shrinkage) shall be in accordance with SANS 1387.
- 23) The flash suit kit shall be supplied with a carry/storage bag.
- 24) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.
- 25) Sizes to be made available: from Small to XXXXX Large.

3.2.5.2 Flash suit headgear:

- 1) Headgear shall comply with the requirements of EN 166 and ASTM F2178-02.
- 2) Fabric used for the headgear shall be of the same ATPV value as the suit and will fully cover the complete chest, neck and head of the user.
- 3) The visor of the headgear shall meet the requirements of ultraviolet protection to SANS 6323.
- 4) The ATPV value shall be indelibly marked on the fabric of the integrated headgear. The ATPV value indicated on the integrated headgear shall be the same value assigned to the visor.

- 5) It is of utmost importance that the visibility through the visor shall be such that the authorized operator shall be able to operate the required switchgear operating mechanisms with ease, failing which, the hood will be returned to the supplier for rectification.
- 6) The degree of protection provided by the visor against mechanical impact shall be defined by the relevant standards and carried out in accordance with EN 166.
- 7) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

3.2.5.3 Flash suit gloves:

- 1) Hand protection shall be FR material. Insulating gloves shall comply with the requirements of SANS 724. Rubber over protectors/gloves shall also be provided and shall comply with the requirements of EN 60903.
- 2) The thermal protection of rubber or FLAME-RESISTANT gloves per hazard category shall be in accordance with EN 388.
- 3) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

3.3. SECTION 2: WORK-SUITS WITH D59 FABRIC

3.3.1 Work-suit with D59 fabric

- 1) The garments shall consist of two pieces – a trouser and jacket combination.
- 2) Garments shall be suitable for use by both male and female employees.
- 3) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 4) The styles for the jackets shall be Style C (slide fastener with butted fronts, breast pocket with flap, and two side pockets), Style 2 (plain with yoke) and Style P (plain cuff).
- 5) The trousers shall have two side pockets, one back pocket and one small money pocket in front.
- 6) The color of the garments shall be in the blue spectrum
- 7) The zip fastener shall be non-metallic of meta–aramid composition.
- 8) The City of Tshwane logo shall be embroidered above the left-hand top pocket and shall be 45 mm high. The colors shall be in accordance with City of

Tshwane's corporate identity and specifications. The embroidering and sewing thread used for the embroidering shall not influence the arc rating of the garment.

- 9) The jackets of the work wear suits shall have one chest pocket and two side pockets.
- 10) The wording CITY OF TSHWANE shall be embroidered on the back of the jacket, starting 200 mm below the collar in white and shall be 30 mm high. The sewing thread used for the embroidering shall not influence the arc rating of the garment.
- 11) Triple stitch FR reflective tape (luminous stripes), 50 mm wide green and 18 mm wide silver (the silver is to be stitched to the centre of the green) shall be sewn along the waistline around both legs, just below the knees and around both arms, just above the elbows.
- 12) Sewing thread utilized in the construction of the garments shall not melt when tested, and shall be made from a para-aramid synthetic fibre.
- 13) The seam breaking strength of stitches of the garment shall be in accordance with SANS 5323.
- 14) Where internal metal parts (e.g. buttons and zips) are used they shall be covered to the inside to avoid skin contact.
- 15) Internal pocketing fabric shall be the same fabric as used for the outer layer.
- 16) Jackets protecting the upper part of the body shall have long sleeves. No modification of the sleeves is to be undertaken after issue by City of Tshwane.
- 17) Garments shall conform to a recognized manufacturer's quality program.
- 18) City of Tshwane's corporate identity and specifications to be used.
- 19) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating. The City of Tshwane laundering cycles will not be keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment.
- 20) The complete garment (on completion of the embroidering and fixing of the reflective stripes) shall be subjected to tests as specified in IEC 61482-1 and ASTM F 1506 and a certificate of compliance must be submitted with each batch of garments delivered.
- 21) Dimensional changes in washing and drying shall be in accordance with ISO5077.
- 22) The garments shall comply with the requirements of Clause 5 Tests.

3.4. SECTION 3: HEADWEAR

3.4.1 Headwear

3.4.1.1 Safety helmet

- 1) All safety helmets shall bear the SANS mark and be type G in accordance with SANS 1397.
- 2) All safety helmets shall be supplied in accordance with SANS 1397, section 3.6.
- 3) The color of the safety helmet shall be white.
- 4) Insulation level to be 1,000 Volt.
- 5) Size setting with notched wheel from 53 to 63 cm.
- 6) The safety helmet shall make provision for a LED Helmet Lamp to be clipped in front of the helmet shell.
- 7) Each shell and cradle shall be legibly and indelibly marked with the following information:
 - i. The manufacturer's name or trade mark or trade name;
 - ii. The batch identification;
 - iii. The date of manufacture.
- 8) **The helmets must have chin straps to prevent the helmet from falling.**

3.4.1.2 Broad-brimmed hat

- 1) The material shall be pre-shrunk 100% woven cotton fabric in accordance with SABS 1387.
- 2) The color of the hat shall be in the blue spectrum
- 3) The City of Tshwane logo shall be embroidered in front and shall be 30 mm high. The colors shall be in accordance with City of Tshwane's corporate identity and specifications.
- 4) Soft hats shall have a reinforced broad brim of at least 65 mm.
- 5) The stitching shall comply with SANS 10101.
- 6) The thread used shall comply with SANS 1362.
- 7) The quality of workmanship shall comply with SANS 1362.
- 8) The hat must be supplied with a string for tie down purposes in windy conditions.

3.4.1.3 Face shield

- 1) Face protective products shall comply with the requirements of EN 166 or ANSI Z87.1.
- 2) Fabric used for the headgear shall have a minimum arc rating of 12 (Hazard/risk category 2) and will fully cover the neck and head of the user.
- 3) Eye/face protection supplied shall be in accordance with:
 - i. SANS 1404: Eye-protectors for industrial and non-industrial use. This code specifies the characteristics of personal eye-protectors for industrial and non-industrial use. It covers eye protectors embodying a focal or prescriptive lenses or combinations of these. The hazards covered are impact, molten metals, hot solids, dust, gases, liquids and any combination of these.
 - ii. SANS 1400: Equipment (including oculars) for eye, face and neck protection against non-ionizing radiation arising during welding and similar operations – welding helmets, hand shields, goggles and welding spectacles.
- 4) In terms of robustness of construction, the following types of protection are required: protection against impact, non-adherence of molten metal and protection against hot solids, protection against liquids and protection against dust, protection against gases and protection against chemical splashes any combination of the above. Face shield shall be provided with hard hat, brow guards, chin, neck and ear protectors, chin straps, visors etc.
- 5) The hard hat shall have an insulation level of 1,000 Volt.
- 6) Impact eye-protectors of grade 1 are required.
- 7) Headbands or harnesses shall have a non-slip adjustable band of width at least 14 mm.
- 8) The lenses shall be made of plastic materials of which the material shall be water and oil resistant, shall contain ultraviolet radiation absorbers, shall have a low thermal conductivity and shall be free from defects such as bubbles, seeds, clouding, pits, scratches, cracks, waves and dull spots. Lenses shall be clear.

3.5. SECTION 4: RAINWEAR

3.5.1 Rainwear

Rainwear shall comply with the requirements of EN 343. Proof of conformance to this specification must be submitted with the bid document and with every batch delivered, failing which the bid will not be considered for this item.

- 1) Markings and reflective materials attached to the rainwear shall be of the permanent type and electrically non – conductive, and shall not degrade the performance of the rainwear.
- 2) Each item of rainwear shall be permanently labelled with its size, style designation or catalogue number and the manufacturer's name.
- 3) The fabric shall be of PVC-coated polyester.
- 4) The rainwear must be a suit (jacket and trouser).
- 5) The jacket must be fastened with zip under the storm flap, it must have a fixed hood and it must have adjustable cuffs with press-studs.
- 6) The trouser must have elastic waist, it must have adjustable bottom of legs with press-studs and it must have two hand slits.
- 7) Rain suits shall be florescent yellow in colour.
- 8) Sizes to be made available: from small to XXXXX Large.
- 9) The rain suit must be supplied in a carry bag.

3.6. SECTION 5: HAZARDOUS CHEMICAL WORK-WEAR

3.6.1 Hazardous proof overall (PVC Coated Nylon Fabric)

- 1) The acid proof overall shall be made of PVC Coated Nylon, it shall be treated for flame resistance to meet the SANS 1423-1 and as well as for acid resistance to meet the DIN 32763 specification.
- 2) The overall will be in the two piece configuration.
- 3) The color of the two piece overall shall be green.
- 4) The wording CITY OF TSHWANE shall be nylon embroidered on the back of the overall, starting 60 mm below the collar in white and shall be 30 mm high.
- 5) The City of Tshwane logo shall be nylon embroidered above the left-hand top pocket and shall be 45 mm high. The colors shall be in accordance with City of Tshwane's corporate identity and specifications.
- 6) The overalls shall have one chest pocket and two side pockets.
- 7) The material shall be in accordance with SANS 434 requirements.

3.6.2 Hazardous proof Two-piece Overall (Acid Resistant/Repellent)

- 1) Fabric Type: 80% / 20% poly viscose
- 2) Weight: 265 gsm
- 3) Colour: Bottle Green
- 4) Jacket Size: 77, 82, 87, 92, 97, 102, 107, 112, 117, 122, 127
- 5) Trouser Size: 67, 72, 77, 82, 87, 92, 97, 102, 107, 112, 117
- 6) Acid repellent
- 7) Easy fitting, long sleeve jacket with center front zip
- 8) Single breast pocket with flap and stud closure (with Tshwane logo)
- 9) Slide fastener attached with double needle stitch
- 10) Two patch pocket
- 11) Trousers with two side pockets
- 12) Hip and rule pocket (with Tshwane logo)
- 13) Zip fly

3.6.3 Hazardous chemical proof gloves

1. The material shall be rubberized cloth or heavy duty plastic in accordance with SANS 416, Table 1.
2. The following information shall appear in legible and indelible marking on the cuff of each glove;
3. The manufacturer's identification;
4. The type;
5. The batch identification.

- 1) The gloves shall cover the hand and most of the forearm.
- 2) The colors may vary according to availability of stock.
- 3) The type shall be 6.
- 4) The nominal sizes shall be 7, 8 and 9.
- 5) The length of fabric-reinforced gloves is not to be extended with uncoated fabric.

3.6.4 Hazardous chemicals apron

- 1) The apron shall be rubber-coated or heavy duty plastic.
- 2) The apron shall be full length and hang to the knees or below the knees.
- 3) Color may vary according to the availability of stock.
- 4) The material shall be in accordance with ISO 6529 requirements.

3.6.5 Long gloves = PVC long (shoulder level) for unblocking pumps

3.6.6 Soft suede gloves for maintenance

3.7. SECTION 6: SAFETY BOOTS

The boots should cater for both men and women.

3.7.1 Special needs safety boots or shoes

Upper

1. Cut from 2.0 – 2.2mm Full Grain Oily Pull-up Leather
2. Increased girth area as per podiatry specifications
3. Padded collar and tongue from soft Nappa leather
4. 5 pair loops and Ski hooks with corrosion gunmetal coating
5. Braided lace from polyester yarn and central core for additional strength

Lining

1. The quarter lining must be from an impregnated non-woven Ferrabelle material
2. The vamp lining must be from a hi-tech needle fibre blend with excellent perspiration absorbency and must be treated with Ultra-Fresh to impart Hygienic and anti-bacterial properties to the material.

Top Sock

1. The Energizer Poron / EVA top sock must be from a combination of polyester and wool with excellent perspiration absorbency, bonded to a layer of EVA
2. The safety boot must have Poron inserts at the ball and heel of the top sock, to offer optimum support where it is needed most, ensuring dynamic impact compression and a gentle rebound with every step taken

3. The top sock must respond to weight and temperature, molding itself to the employees foot, to minimize aches and pains
4. The top sock must be treated with Ultra fresh to impart hygienic and anti-bacterial properties in the material.

Sole

1. The sole must be from double density PU/Vibram Rubber
2. The midsole must be from low density flexible Polyurethane with a shore hardness of 0.45mm – 0.5mm
3. The outer sole must be from 8mm Vibram Rubber with SRC slip resistance rating
4. The safety boot's sole must have been subjected to voltage of 20kV AC RMS for 60 seconds, with no breakdown occurring, as per SANS 20345.
5. A shank reinforcement should be molded into the midsole for additional arch support
6. The safety boot must be able to withstand temperatures up to 300o Celsius for 5 minutes
7. The safety boot must be non-conductive
8. The boot must have an anti-penetration midsole

Toe Cap

1. Steel toe-cap with extra and Double extra wide fitting
2. The Steel toe cap must be able to withstand an impact load of 200joules

3.8. SECTION 7: REFLECTIVE VEST

3.8.1 Reflective vest

Highly Visible Reflective Vests (Summer Conditions)

- 1) Reflective vests shall be made of arc thermal resistant materials of the same ATPV value of km 12.4 cal.
- 2) These garments are intended to be worn when construction/maintenance work is carried out in road reserves at night in order to make the wearer visible to vehicle traffic.
- 3) The fabric shall be an inherently fire resistant fabric, and of meta-aramid composition or similar, with a basis weight not greater than 275 g/m². Proof of compliance to this specification must be submitted with the bid document, failing which the bid will not be considered for this item.
- 4) Markings and reflective materials attached to the reflective vests shall be of the permanent type and electrically non – conductive, and shall not degrade the performance of the vests.
- 5) The minimum arc rating of the reflective vests shall be 12 (Hazard/risk category 2) and stitching shall be triple stitch. The stitching, thread, findings, zipper tapes, or fasteners, or combination thereof, used to manufacture the vests shall not degrade the flame resistance or thermal performance of the vests.

- 6) The supplier shall provide an indelibly marked label such as an embroidered label, the arc rating (ATPV) of the base fabric used to manufacture the item and affixed in a position readily visible location inside the vest.
- 7) It is a requirement that the garment shall withstand at least 100 washing and drying cycles without influencing the original specified arc rating as per the requirements of clause 8.1.3 of NFPA 2112. The manufacturer shall specify the minimum number of washes and drying cycles for which the arc performance of the garment will adhere to the requirements of this specification. The City of Tshwane laundering cycles will not be in keeping with the requirements of the care labelling and special washing instructions from the manufacturer as each person issued with such clothing will be responsible for the care taking of the garment. It is therefore important that the original arc rating cannot be washed away by any laundering method for the required minimum of 100 washes.
- 8) The supplier must provide confirmation in writing that the garment will be able to be subjected to a minimum of 100 uncontrolled washes without reducing the original arc rating of the garment, failing which the bid will not be considered for this item.
- 9) Colors should either be day-glow or fluorescent yellow that will allow the wearer to stand out against the ambient background found in the working environment.
- 10) Retro reflective material shall be incorporated to make the wearer visible when seen in headlights, poor lighting conditions.
- 11) Reflective strips shall be placed on the back, around the waist and over the chest and back area.
- 12) Fabric hooks and loops fasteners to easily dress / undress shall be used.
- 13) No sleeves.
- 14) The vest shall have a zip fastener which is non-metallic of meta-aramid composition.
- 15) Comfortable and light weighted.
- 16) The City of Tshwane logo shall be embroidered on the front left upper part and shall be 45 mm high. The colors shall be in accordance with City of Tshwane's corporate identity and specifications. The embroidering and sewing thread used for the embroidering shall not influence the arc rating of the garment.
- 17) The reflective vest must have a pocket slit for inserting an employee's identity card on the top front right upper part
- 18) The garment shall be designed in a way, that it does not influence or hinder the wearer performing work.
- 19) To be worn over other clothing.

3.9 SECTION 8: ELECTRICAL INSULATING GLOVES

3.9.1 Electrical insulating gloves for live working (Lined Composite gloves)

- 1) Lined Composite insulating gloves provided shall comply with the requirements of SANS 60903 and IEC corr. 1 and 2 and IEC 60903 and corr. 1 and 2. The gloves shall have a great flexibility and anti-bacterial treatment giving an additional protection to the skin.
- 2) Insulating rubber gloves provided shall comply with the requirements of SANS 60903 and IEC corr. 1 and 2 and IEC 60903 and corr. 1 and 2. The gloves shall have a great flexibility and anti-bacterial treatment giving an additional protection to the skin.
- 3) In addition with the rubber gloves, Liner Gloves shall be provided. Liner gloves will reduce the discomfort of wearing rubber gloves and absorbs perspiration. The following types of Liner Gloves (under gloves) are required:
 - Knitted wrist style
 - Cotton/ wool blend
- 4) It is the supplier's responsibility to ensure that the gloves have passed the required electrical tests as specified in SANS 60903 and IEC corr. 1 and 2.
- 5) All gloves should come in sizes 7 -12.
- 6) The supplier shall replace, without any charge to the purchaser, unused gloves which, at any time within a period of six (6) months from date of initial delivery, fail to pass the tests prescribed in SANS 60903 and IEC corr. 1 and 2.
- 7) Each glove which is claimed to comply with the requirements of the specific standard shall bear a label and/or marking giving the following information:
 - i. Symbol IEC 60417 – 5216 – Suitable for live working; double triangle;
 - ii. Number of the relevant IEC standard immediately adjacent to the symbol with year of publication (four digits) (IEC 60903);
 - iii. Name, trademark of identification of the manufacturer;
 - iv. Category, if applicable;
 - v. size;
 - vi. class
 - vii. Month and year of manufacture.
- 8) Markings and/or labels shall be adjacent to the cuff but not closer than 2,5mm.
- 9) The following information is provided for the gloves required:-
 - i. Type – Type II
 - ii. Class – 0
 - iii. Length – 360 mm
 - iv. Sizes – 7 to 12
 - v. Color – Beige/Black/Blue/Orange
 - vi. Cuff design – Straight cuff

- vii. Category R
 - viii. With halogenation treatment
- 10) Each pair of gloves shall be packaged in an individual container or package of sufficient strength to properly protect the gloves from damage. The outside of the container or package shall be marked with the name of the manufacturer or supplier, the classification, category, size, length and cuff design.
 - 11) In addition, "carrying bags" made from reinforced waterproof fabric for the transport of rubber gloves in vehicles and tool boxes shall also be provided separately. Provision for a rear loop for belts and snaps shall also be provided.
 - 12) The type of packaging suitable for transport shall be defined by the manufacturer.
 - 13) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

3.10 SECTION 9: HAND PROTECTION

3.10.1 Leather Protectors for rubber insulating gloves.

- 1) The purpose of the leather protectors is to provide mechanical protection only for the rubber insulating gloves and rubber insulating mittens. The leather protectors shall not be used for electrical protection.
- 2) Leather protectors/gloves shall comply with the requirements of ASTM F696-06.
- 3) Leather protectors shall have no metallic buckle and have a large cuff of 10 cm and a fabric hooks and loops strip for tightening.
- 4) Each protector shall be clearly marked as to the following;
 - i. The hand size of the rubber insulating glove it is designed to cover.
 - ii. The name of the manufacturer or vendor.
 - iii. The overall length of the protector.
 - iv. Each pair of protector gloves, at the time of purchase, shall be accompanied by a warning that the leather protectors are to be used only for mechanical protection for rubber insulating gloves and shall not be used for electrical protection. The warning shall also indicate that the correct length of leather protector is found in Specification F 496.
 - v. This requirement may be satisfied by marking on the gloves, attaching a tag to the glove, or enclosing printed material with each pair of gloves.
 - vi. Sizes required: - 9/9½, 10/10½, 11/11½ or 12.
- 5) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

3.11 SECTION 10: HEARING PROTECTION

3.11.1 Hearing protection

- 1) Hearing protection shall be supplied in accordance with the following:
 - i.SANS 50352-1: Hearing protectors. Safety requirements and testing. Ear-muffs.
 - ii.SANS 50352- 2: Hearing protectors. Safety requirements and testing. Ear-plugs.
 - iii.It must have the noise clipper to reduce the decibel of the noise.

3.12 SECTION 11: SOCKS

3.12.1 Socks

- 1) Socks shall be FR material and shall comply with the requirements of ASTM F1506, EN 531 and NFPA 70E.
- 2) Multiple sizes required.
- 3) The socks must have anti-bacterial properties to reduce the odour.

3.13 SECTION 12: MASKS

3.13.1 Dust mask

- 1) The dust mask is intended to be used when work is carried out in abnormal dusty conditions.
- 2) The dust mask shall fit over the wearers' mouth and nose in order in order to prevent small particles of dirt and dust to enter his/her respiratory system.
- 3) The dust mask shall be of class FFP2.

3.13.2 Breathing apparatus with canister

- 1) The gas mask with canister is intended to be used when work is carried out when there is a gas leak
- 2) The gas mask shall cover full face in order to prevent gas inhalation.

3.13.3 Breathing apparatus with gas cylinder

- 1) The gas mask with cylinder is intended to be used when work is carried out when there is a gas leak and fire.
- 2) The gas mask shall cover full face in order to prevent gas inhalation.

3.13.4 Half face mask

- 1) The dust mask shall fit over the wearers' mouth and nose in order in order to prevent asbestos and coal dust (not only general dust). The mask must be of class FFP2 EN 149 and SANS 50149.
- 2) The mask should have a valve(s) for alleviating excessive sweating and preventing condensation.

3.13.5 Full face mask - connecting and disconnecting Chlorine cylinders

3.14 SECTION 13: TESTER FOR INSULATED ELECTRICIANS' GLOVES

3.14.1 Tester for insulated electricians' gloves

- 1) Electrical insulating gloves must be inspected before each use.
- 2) The purpose of the tester is to ensure that the glove is absolutely air-tight and therefore safe for use.
- 3) The tester shall be robust and shall be able to be used in the field by the electrician before using the gloves.

3.15 SECTION 14: SAFETY GOGGLES

3.15.1 Safety goggles

- 1) An eye-protector that is fitted with a single or two separate oculars enclosing the orbital cavities and intended to protect the eyes against flying particles, splashing liquids and, in the case also serves to protect all or a substantial part of the face against particles such as those produced during woodworking, metal machining, splash droplets from certain liquids, molten metals, dust (including chemical dust), gases and combinations of the above.
- 2) Safety goggles shall comply with the requirements of SANS 1404.
- 3) A grade 1 eye-protector shall be provided.
- 4) Protection required – a combination of "C", "D", "G" and "M".
- 5) A brow guard is required.
- 6) Lenses shall be made of UV400 material.
- 7) One – piece rectangular lenses are required.
- 8) Washable anti-fog coating is required.
- 9) Anti-scratch and anti-static protection is required.

10) The elastic fabric strap must be comfortable.

11) Proof of compliance to this specification must be submitted with the bid document in the form of a certificate, failing which the bid will not be considered for this item.

3.16 SECTION 15: RESPIRATORS

3.16.1 Respirators

They must be according to the requirements of SANS 50149.

3.16.1.1 Dust

- 1) Class FFP1 or similar for dust, not adequate for fumes.

3.16.1.2 Dust respirator with canister

3.16.1.3 Carbon monoxide

- 1) A complete unit including oxygen canister. Canisters must also be available separately.

3.16.1.4 Ammonia

- 1) A complete unit AUER 3S basic plus full face mask and canister (A2B2E2K1). Canisters must also be available separately.

3.17 SECTION 16: WELDING APRON

3.17.1 Welding apron

- 1) The apron shall be leather and will protect the wearer against molten metals, hot solids, radiation and gases released during the welding process.
- 2) The apron shall be full length and hang to the knees or below the knees.
- 3) Color may vary according to the availability of stock.

3.18 SECTION 17: WELDING GLOVES

3.18.1 Welding gloves

1. The gloves shall be leather and will protect the wearer against molten metals, hot solids/ ash, radiation and gases released during the welding process.
2. Color may vary according to the availability of stock.

3. Each protector shall be clearly marked as to the following;
 - i. The hand size of the rubber insulating glove it is designed to cover.
 - ii. The name of the manufacturer or vendor.
 - iii. The overall length of the protector.
4. The required sizes: 9 to 12

3.19 SECTION 18: SAFETY HARNESS

3.19.1 Safety harness

- 1) The design of the safety harness must be in accordance with SANS 12401 requirements.
- 2) Sizes 1 and 2 (in accordance to body mass) shall be supplied.

3.20 SECTION 19: SKIN PROTECTION

3.20.1 Barrier cream

250ml of barrier cream for skin protection SPF50.
Requirements of SANS 1557 shall comply.

3.21 SECTION 20: T-shirts

3.21.1 Women T-Shirts

- The material of the t-shirt must be 100% cotton.
- The color must be blue spectrum.
- The design of the t-shirt must be plain.
- The sleeve must be short sleeve.
- The neck type must be round.
- It must be screen printed the City of Tshwane logo on the top left side.
- Care instructions must be provided.

3.22 SECTION 21: WADERS

3.22.1 Rubberised waders

The waders must be a rubberised overall that will allow for working under water.

3.22.1.1 Sizes to be made available from Small to XXX Large.

3.22.2 Wayne Chest Waders F1997 STC- Egoli

Upper: PVC uppers for optimum flexibility and abrasion resistance.

Sole: Nitrile PVC sole for durability and protection against fats, oils and chemicals.

Cleated Sole: The cleated sole design provides SRA level of slip resistance.

Toe Cap: Heavy duty Egoli knee length boots: Steel toe cap

Nylon Liner: This allows for easy cleaning and quick drying.

Toe Spring: Optimal for walking and kneeling.

Sizes: Virgin PVC Heavy duty Egoli knee length boots- Available in 3-13

Colours: Heavy-duty Egoli knee length boots: Black upper/Toffee Sole.

3.22.3 All in one wader suit (boots, pants and sleeveless water proof)

4.1. Protective clothing

- 1) All labels shall be permanently secured such that they outlast the garment (including the markings).
- 2) Markings shall comply with SANS 1309 and SANS 100111. Information shall be in legible and indelible block letters of height at least 3 mm.
- 3) The following information shall be included as a minimum on the label secured on the top, inside, centre back:
 - Manufacturer's name or trade mark
 - Year of manufacture
 - Size designation
 - ATPV value
 - Care labelling instructions
 - Number of Washes
 - Serial Number
- 4) For arc flash clothing, the ATPV designation applicable to the material shall be visibly indicated on all components of the suit.
- 5) Written proof of compliance to the relevant specification shall be provided by the successful bidder on a yearly basis (during the month of June).

4.2. Protective equipment

- 1) Integrated headgear shall be marked and care labelled in accordance with the requirements of EN 166.
- 2) The ATPV value shall be indelibly marked on the fabric of the integrated headgear. The ATPV value indicated on the integrated headgear shall be the same value assigned to the visor.

3 Tests

- 1) In addition to the requirements of the relevant Standards, the following tests shall be successfully performed on the protective clothing, personal protective equipment and the integrated headgear:

- i. Fabric for the electric arc garments shall comply with the requirements of SANS 724
 - ii. The complete garment shall be subjected to tests as specified in SANS 724.
 - iii. The garment construction shall be inspected visually for the following design properties:
 - Long sleeves,
 - No outside metal parts,
 - No uncovered internal metal and/or melting parts,
 - All parts made of arc thermal resistance material,
 - Identical arc thermal resistance performance of front side and complete sleeves.
- 2) The integrated headgear shall be tested in conjunction with the complete garment.
 - 3) Dimensional changes on exposure to heat shall not exceed the requirements of SANS 6130.
 - 4) The seam breaking strength of stitching of protective clothing shall be in accordance with SANS 5323.
 - 5) The degree of protection provided by the visor against mechanical impact and UV shall be defined by the relevant standards and carried out in accordance with EN 166.
 - 6) The degree of arc protection provided by the visor against the effects of an arc shall be in accordance with ASTM 2178 – 02.
 - 7) The fabric's dimensional stability (wash shrinkage) shall be in accordance with SANS 1387 Part 2 and 3.
 - 8) Documentation as proof that the above-mentioned tests shall be complied with shall be submitted with the bid documentation, failing which, the bid will be rejected.
 - 9) Documentation as proof that the above-mentioned tests are complied with shall be submitted with each batch of clothing and equipment delivered by the successful bidder/s, failing which, the clothing and equipment shall be returned to the successful bidder/s without any payment and the bidder's delivery shall be regarded as breach of contract by the successful bidder/s.
 - 10) City of Tshwane reserves the right of taking the supplied items/ material for testing to an accredited testing facility, if the items/ material fail the testing, the service provider/ successful bidder will be held responsible for the cost of the entire process of testing the supplied items/ material.

ANNEXURE B

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

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

Herein represented by in
His/her capacity as duly
Authorized by virtue of a resolution dated.....
Attached hereto as Annexure B of the said.....
(Hereinafter referred to as the "CONTRACTOR").

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as
contemplated in an agreement in respect of
.....
.....

Contract
number.....

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85
of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties
upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of
section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and
employees of the CONTRACTOR with all relevant provisions of the ACT and the
regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on
the..... day of..... 20

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

Thus signed at..... for and on behalf of the CONTRACTOR on the

..... Day of..... 20.....

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME.....

CAPACITY.....

4. STAGES OF EVALUATION

- Stage 1: Administrative Compliance
- Stage 2: Mandatory Requirements
- Stage 3: Local Content and Production
- Stage 4: Preference Point System

4.1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

4.2 SPECIAL DISQUALIFICATION CRITERIA/MANDATORY REQUIREMENTS

The bidders must with the tender document submit the following requirements, failure of which will result in the bid being disqualified;

- Annexure A – Returnable schedules A and B which must be completed in full with ink, bidders must not refer to brochures or any attached document.
- Certified copies of accreditation certificates of the garments from an accredited testing facility (SABS/IEC) of the goods, from the manufacturer. **NB Section 20 (women- t-shirts), section 17 (welding gloves), section 16 (welding apron) and section 13 (tester for insulated electrician’s gloves) does not have testing certificates.**

Failure to attach the above will lead to disqualified.

4.3 LOCAL CONTENT AND PRODUCTION

DESCRIPTION	LOCAL CONTENT %
TROUSERS	100%
JACKETS	100%
LONG TROUSERS/CHINOS (fire/arc/ acid resistant)	100%
LONG SLEEVE SHIRTS (fire/arc/ acid resistant)	100%
WINTER JACKET (fire/arc resistant)	100%
FLASH SUIT FOR SWITCHING	
Trouser	100%
Jacket	100%
Gloves	100%
Headgear	100%

Carrier Bag for above equipment	100%
WORK SUIT TROUSERS	100%
WORK SUIT JACKETS	100%
HEADWEAR: SAFETY HELMET	100%
BROAD – BRIMMED HAT	100%
FACE SHIELD	100%
RAINWEAR	100%
HAZARDOUS CHEMICAL WORK WEAR: Hazardous proof overall (PVC-coated Nylon Fabric)	
TROUSER	100%
JACKETS	100%
HAZARDOUS CHEMICALS PROOF GLOVES	
HAZARDOUS CHEMICAL PROOF GLOVES	100%
HAZARDOUS CHEMICAL APRON	100%
LONG GLOVES = PVC LONG (SHOULDER LEVEL) FOR UNBLOCKING PUMPS	100%
SOFT SUEDE GLOVES FOR MAINTENANCE	100%

SAFETY BOOTS	
LADIES BOOTS or shoes LADIES	100%
MEN'S BOOTS	100%
REFLECTIVE VEST	
HIGHLY VISIBLE REFLECTIVE VEST	100%
ELECTRICAL INSULATING GLOVES	100%
HAND PROTECTION: Leather protectors for rubber insulating gloves.	100%
HEARING PROTECTION	
EAR PLUGS	100%
EAR MUFFST	100%
SOCKS	100%
MASKS	
DUST MASK	100%
BREATHING APPARATUS WITH CANISTER	100%

BREATHING APPARATUS WITH GAS CYLINDER	100%
HALF FACE MASK	100%
FULL FACE MASK - CONNECTING AND DISCONNECTING CHLORINE CYLINDERS	100%
TESTER FOR INSULATED ELECTRICIANS' GLOVES	100%
SAFETY GOGGLES	100%
RESPIRATORS: RESPIRATORS	
DUST	100%
DUST WITH CANISTER	100%
HAZARDOUS GASES	100%
OXYGEN CANISTER	100%
WELDING APRON	100%
WELDING GLOVES	100%
SAFETY HARNESS	100%
SKIN PROTECTION	
BARRIER CREAM (250 ML)	100%
T-SHIRTS	
ROUND NECK T-SHIRT	100%
WADERS	
RUBBERISED WADER	100%
WAYNE CHEST WADER F1997 STC EGOLI	100%
All in one wader suit (boots, pants and sleeveless water proof)	100%

4.4 PREFERENCE POINT SYSTEM

Preferential points to be used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

5. SUBCONTRACTING

The successful bidder must subcontract a minimum of 30% of the value of the contract to-

- (a) an EME or QSE

6. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

7. PRICING SCHEDULE

Bidders must price all the items in a section they are bidding for, or they will not be evaluated on that particular section.

SECTION 1: INHERITED ARC RESISTANT CLOTHING

3.2.1. Inherited arc resistant work wear suits

TROUSERS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Trouser (cm)	66	Each	
2	Trouser (cm)	71	Each	
3	Trouser (cm)	76	Each	
4	Trouser (cm)	81	Each	
5	Trouser (cm)	87	Each	
6	Trouser (cm)	92	Each	
7	Trouser (cm)	97	Each	
8	Trouser (cm)	102	Each	
9	Trouser (cm)	107	Each	
10	Trouser (cm)	112	Each	
11	Trouser (cm)	117	Each	
12	Trouser (cm)	122	Each	
13	Trouser (cm)	127	Each	

JACKETS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Jackets (cm)	67	Each	
2	Jackets (cm)	77	Each	
3	Jackets (cm)	87	Each	
4	Jackets (cm)	97	Each	
5	Jackets (cm)	107	Each	
6	Jackets (cm)	117	Each	
7	Jackets (cm)	122	Each	

8	Jackets (cm)	127	Each	
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3.2.2. LONG TROUSERS/CHINOS (fire/arc resistant)

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Trouser (cm)	66	Each	
2	Trouser (cm)	71	Each	
3	Trouser (cm)	76	Each	
4	Trouser (cm)	81	Each	
5	Trouser (cm)	87	Each	
6	Trouser (cm)	92	Each	
7	Trouser (cm)	97	Each	
8	Trouser (cm)	102	Each	
9	Trouser (cm)	107	Each	
10	Trouser (cm)	112	Each	
11	Trouser (cm)	117	Each	
12	Trouser (cm)	122	Each	
13	Trouser (cm)	127	Each	

3.2.3. LONG SLEEVE SHIRTS (fire/arc resistant)

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Shirt (cm)	77	Each	
2	Shirt (cm)	87	Each	
3	Shirt (cm)	97	Each	
4	Shirt (cm)	107	Each	
5	Shirt (cm)	117	Each	
6	Shirt (cm)	122	Each	
7	Shirt (cm)	127	Each	

3.2.4. WINTER JACKET (fire/arc resistant)

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Jackets (cm)	77	Each	
2	Jackets (cm)	87	Each	
3	Jackets (cm)	97	Each	
4	Jackets (cm)	107	Each	
5	Jackets (cm)	117	Each	
6	Jackets (cm)	122	Each	
7	Jackets (cm)	127	Each	

3.2.5 FLASH SUIT FOR SWITCHING

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Extra-Small)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Extra-Small)			

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Small)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Small)			

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Medium)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Medium)			

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Large)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Large)			

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Extra-large)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Extra-large)			

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
Flash Suit Kit (Super-Large)			
1	Trouser	Each	
2	Jacket	Each	
3	Gloves	Each	
4	Headgear	Each	
5	Carrier Bag for above equipment	Each	
Total amount for flash suit kit (Super-large)			

SECTION 2: WORK SUITS WITH D59 FABRIC

3.3.WORK SUIT TROUSERS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Trouser (cm)	66	Each	
2	Trouser (cm)	71	Each	
3	Trouser (cm)	76	Each	
4	Trouser (cm)	81	Each	
5	Trouser (cm)	87	Each	
6	Trouser (cm)	92	Each	
7	Trouser (cm)	97	Each	
8	Trouser (cm)	102	Each	
9	Trouser (cm)	107	Each	
10	Trouser (cm)	112	Each	
11	Trouser (cm)	117	Each	
12	Trouser (cm)	122	Each	
13	Trouser (cm)	127	Each	

WORK SUIT JACKETS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Jackets (cm)	67	Each	
2	Jackets (cm)	77	Each	
3	Jackets (cm)	87	Each	
4	Jackets (cm)	97	Each	
5	Jackets (cm)	107	Each	
6	Jackets (cm)	117	Each	
7	Jackets (cm)	122	Each	
8	Jackets (cm)	127	Each	

SECTION 3: HEADWEAR**3.4.1.1. Safety helmet**

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
1	Helmet	with notched wheel from 53 to 63 cm.	Each	

3.4.1.2. Broad – brimmed hat

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Hats (cm)	56	Each	
2	Hats (cm)	57	Each	
3	Hats (cm)	58	Each	
4	Hats (cm)	59	Each	
5	Hats (cm)	60	Each	
6	Hats (cm)	62	Each	

3.4.1.3 Face shield

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Face Shield	Each	

SECTION 4: RAINWEAR**3.5.1 PVC-coated polyester rainwear****JACKETS**

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Rainwear (cm)	77/82	Each	
2	Rainwear (cm)	87/92	Each	
3	Rainwear (cm)	97/ 102	Each	
4	Rainwear (cm)	107/ 112	Each	
5	Rainwear (cm)	117	Each	
6	Rainwear (cm)	122	Each	
7	Rainwear (cm)	127	Each	

TROUSERS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Rainwear (cm)	77/82	Each	
2	Rainwear (cm)	87/92	Each	
3	Rainwear (cm)	97/ 102	Each	
4	Rainwear (cm)	107/ 112	Each	
5	Rainwear (cm)	117	Each	
6	Rainwear (cm)	122	Each	
7	Rainwear (cm)	127	Each	

SECTION 5: HAZARDOUS CHEMICAL WORK WEAR**3.6.1. Hazardous proof overall (PVC-coated Nylon Fabric)****TROUSERS**

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Trouser (cm)	66	Each	
2	Trouser (cm)	71	Each	
3	Trouser (cm)	76	Each	
4	Trouser (cm)	81	Each	
5	Trouser (cm)	87	Each	
6	Trouser (cm)	92	Each	
7	Trouser (cm)	97	Each	
8	Trouser (cm)	102	Each	
9	Trouser (cm)	107	Each	
10	Trouser (cm)	112	Each	
11	Trouser (cm)	117	Each	
12	Trouser (cm)	122	Each	
13	Trouser (cm)	127	Each	

JACKETS

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Jackets (cm)	77	Each	
2	Jackets (cm)	87	Each	
3	Jackets (cm)	97	Each	
4	Jackets (cm)	107	Each	
5	Jackets (cm)	117	Each	
6	Jackets (cm)	122	Each	
7	Jackets (cm)	127	Each	

3.6.2. Two piece Overall (Acid Resistant/Repellent)**TROUSERS**

ITEM	DESCRIPTION		UNIT	UNIT PRICE (EXCLUDING VAT)
		Size		
1	Trouser (cm)	66	Each	
2	Trouser (cm)	67		
3	Trouser (cm)	71	Each	
4	Trouser (cm)	72		
5	Trouser (cm)	76	Each	
6	Trouser (cm)	77		
7	Trouser (cm)	81	Each	
8	Trouser (cm)	82		
9	Trouser (cm)	87	Each	
10	Trouser (cm)	92	Each	
11	Trouser (cm)	97	Each	
12	Trouser (cm)	102	Each	
13	Trouser (cm)	107	Each	
14	Trouser (cm)	112	Each	
15	Trouser (cm)	117	Each	
16	Trouser (cm)	122	Each	
17	Trouser (cm)	127	Each	
18	Trouser (cm)	142	Each	

JACKETS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
		Size	
1	Jackets (cm)	77	Each
2	Jackets (cm)	82	
3	Jackets (cm)	87	Each
4	Jackets (cm)	92	
5	Jackets (cm)	97	Each
6	Jackets (cm)	102	
7	Jackets (cm)	107	Each
8	Jackets (cm)	112	
9	Jackets (cm)	117	Each
10	Jackets (cm)	122	Each
11	Jackets (cm)	127	Each
12		142	

3.6.3. Hazardous chemicals proof gloves

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Hazardous chemical proof gloves (SIZE 7)	Pair	
2	Hazardous chemical proof gloves (SIZE 8)	Pair	
3	Hazardous chemical proof gloves (SIZE 9)	Pair	

3.6.4. Hazardous chemical apron

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Hazardous chemical apron	Each	

3.6.5. Long sleeve PVC

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	PVC long (shoulder level) for unblocking pumps	Each	

3.6.6. Soft suede gloves

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Soft suede gloves for maintenance	Each	

SECTION 6: SAFETY BOOTS

3.7.1. Special needs safety boots

LADIES BOOTS OR SHOES

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
		Size	
1	Ladies (size)	2	Per pair
2	Ladies (size)	2 ½	Per pair
3	Ladies (size)	3	Per pair
4	Ladies (size)	3 ½	Per pair
5	Ladies (size)	4	Per pair
6	Ladies (size)	4 ½	Per pair
7	Ladies (size)	5	Per pair
8	Ladies (size)	5 ½	Per pair
9	Ladies (size)	6	Per pair
10	Ladies (size)	6 ½	Per pair
11	Ladies (size)	7	Per pair
12	Ladies (size)	7 ½	Per pair
13	Ladies (size)	8	Per pair
14	Ladies (size)	8 ½	Per pair
15	Ladies (size)	9	Per pair
16	Ladies (size)	9 ½	Per pair
17	Ladies (size)	10	Per pair
18	Ladies (size)	10 ½	Per pair
19	Ladies (size)	11	Per pair
20	Ladies (size)	11 ½	Per pair

MEN'S BOOTS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
		Size	
1	Men (size)	5	Per pair
2	Men (size)	5 ½	Per pair
3	Men (size)	6	Per pair
4	Men (size)	6 ½	Per pair
5	Men (size)	7	Per pair
6	Men (size)	7 ½	Per pair
7	Men (size)	8	Per pair
8	Men (size)	8 ½	Per pair
9	Men (size)	9	Per pair
10	Men (size)	9 ½	Per pair
11	Men (size)	10	Per pair
12	Men (size)	10 ½	Per pair
13	Men (size)	11	Per pair
14	Men (size)	11 ½	Per pair
15	Men (size)	12	Per pair
16	Men (size)	12 ½	Per pair
17	Men (size)	13	Per pair
18	Men (size)	13 ½	Per pair
19	Men (size)	14	Per pair
20	Men (size)	14 ½	Per pair

SECTION 7: REFLECTIVE VEST

3.8.1 REFLECTIVE VEST

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Highly Visible Reflective Vest	Each	

SECTION 8: ELECTRICAL INSULATING GLOVES

3.9.1 Electrical insulating gloves for live working (lined composite gloves).

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Electrical insulating gloves (SIZE 8)	Per pair	
2	Electrical insulating gloves (SIZE 8 ½)	Per pair	

3	Electrical insulating gloves (SIZE 9)	Per pair	
4	Electrical insulating gloves (SIZE 9 ½)	Per pair	
5	Electrical insulating gloves (SIZE 10)	Per pair	
6	Electrical insulating gloves (SIZE 10 ½)	Per pair	
7	Electrical insulating gloves (SIZE 11)	Per pair	
8	Electrical insulating gloves (SIZE 11 ½)	Per pair	

SECTION 9: HAND PROTECTION

3.10.1 Leather protectors for rubber insulating gloves.

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Leather protectors (SIZE 8)	Per pair	
2	Leather protectors (SIZE 8 ½)	Per pair	
3	Leather protectors (SIZE 9)	Per pair	
4	Leather protectors (SIZE 9 ½)	Per pair	
5	Leather protectors (SIZE 10)	Per pair	
6	Leather protectors (SIZE 10 ½)	Per pair	
7	Leather protectors (SIZE 11)	Per pair	
8	Leather protectors (SIZE 11 ½)	Per pair	

SECTION 10: HEARING PROTECTION

3.11.1 HEARING PROTECTION

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Ear plugs	Per set	
2	Ear muffs	Per set	

SECTION 11: SOCKS

3.12.1 Socks

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Socks (SIZE 4-7)	Per pair	
2	Socks (SIZE 8-12)	Per pair	

SECTION 12: MASKS

3.13.1 Dust mask

3.13.2 Half face mask

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Dust mask	Each	
2	Breathing apparatus with canister	Each	
3	Breathing apparatus with gas cylinder	Each	
4	Half face mask	Each	
5	Full face mask - connecting and disconnecting Chlorine cylinders	Each	

SECTION 13: TESTER FOR INSULATED ELECTRICIANS' GLOVES

3.14.1 TESTER FOR INSULATED ELECTRICIANS' GLOVES

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Tester	Each	

SECTION 14: SAFETY GOGGLES

3.15.1 SAFETY GOGGLES OR GLASSES

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Safety goggles OR GLASSES	Per pair	

SECTION 15: RESPIRATORS

3.16.1 Respirators

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Dust	Each	
2	Dust with canister	Each	
3	Hazardous gases	Each	
4	Oxygen canister	Each	

SECTION 16: WELDING APRON

3.17.1 WELDING APRON

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Welding apron	Each	

SECTION 17: WELDING GLOVES

3.18.1 WELDING GLOVES

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Welding gloves	Per pair	

SECTION 18: SAFETY HARNESS

3.19.1 SAFETY HARNESS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Safety harness (SIZE 1)	Each	
2	Safety harness (SIZE 2)	Each	

SECTION 19: SKIN PROTECTION

3.20.1 BARRIER CREAM

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Barrier cream (250 ml)	Each	

SECTION 20: T-SHIRTS

3.21.1 WOMEN T-SHIRTS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
	Size		
1	Round neck t-shirt	Extra Small	Each
2	Round neck t-shirt	Small	Each
3	Round neck t-shirt	Medium	Each
4	Round neck t-shirt	Large	Each
5	Round neck t-shirt	X Large	Each
6	Round neck t-shirt	XX Large	Each
7	Round neck t-shirt	XXX Large	Each
8	Round neck t-shirt	XXXX Large	Each
9	Round neck t-shirt	XXXXX Large	Each

3.21.2 MEN'S T-SHIRTS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
	Size		
1	Round neck t-shirt	Extra Small	Each
2	Round neck t-shirt	Small	Each
3	Round neck t-shirt	Medium	Each
4	Round neck t-shirt	Large	Each
5	Round neck t-shirt	X Large	Each
6	Round neck t-shirt	XX Large	Each
7	Round neck t-shirt	XXX Large	Each
8	Round neck t-shirt	XXXX Large	Each
9	Round neck t-shirt	XXXXX Large	Each

SECTION 21: WADERS

ITEM	DESCRIPTION	UNIT	UNIT PRICE (EXCLUDING VAT)
1	Rubberised wader	Each	
2	Wayne chest wader F1997 STC Egoli	Each	
3	All in one wader suit (boots, pants and sleeveless water proof)		

Returnable documents

Annex A

Schedules A and B

Schedule A: Purchaser's specific requirements

Schedule B: Particulars of equipment to be supplied (to be completed by tenderer)

Item Sub clause Description Schedule A Schedule B

REF CLAUSE	DESCRIPTION	SCHEDULE A	SCHEDULE B
	Name of manufacturer	STATE ON SCHEDULE B	
	Country of manufacturer	STATE ON SCHEDULE B	
	Categories of PPE and clothing		
SANS 724 - 4.2	Schedule A: Hazard risk categories required which makes provision for protection against hot oil	HRC4	MINIMUM REQUIREMENTS
SANS 724 - 4.2	Schedule B: Hazard risk categories offered?	STATE ON SCHEDULE B	
	Requirements for PPE		
SANS 724 – 5.2.1	Eye and face protection required shall comply with	EN166/ ANSI Z 87.1/ ASTM F2178	MINIMUM REQUIREMENTS
SANS 724 – 5.2.1	Eye protection categories offered?	STATE ON SCHEDULE B	
SANS 724 – 5.2.1	Supply test certificate for hood?	STATE ON SCHEDULE B	
	Gloves		
SANS 724 – 5.3	Hand protection required	Arc rated material	MINIMUM REQUIREMENTS
SANS 724 – 5.3	Women T-shirts	100% Cotton Material	MINIMUM REQUIREMENTS
SANS 724 – 5.3	Hand protection offered?	STATE ON SCHEDULE B	
SANS 724 – 5.3	Supply test certificate for gloves?	STATE ON SCHEDULE B	
	Rainwear		
SANS 724 – 5.4	Rainwear required	EN 343	MINIMUM REQUIREMENTS
SANS 724 – 5.4	Rainwear offered?	STATE ON SCHEDULE B	
SANS 724 – 5.4	Supply test certificate for rainwear?	STATE ON SCHEDULE B	
	Footwear		
SANS 724 – 5.5	Schedule A: Footwear required	SANS 20345	MINIMUM REQUIREMENTS
SANS 724 – 5.5	Footwear offered?	STATE ON SCHEDULE B	
SANS 724 – 5.5	Supply test certificate for footwear?	STATE ON SCHEDULE B	
	Requirements for PPE		

SANS 724 – 6.1.2	Arc thermal protection offered: state class1 or class 2?	STATE ON SCHEDULE B	
SANS 724 – 6.2	Material used in the construction comply with IEC 61482-2 or ASTM F 1506?	STATE ON SCHEDULE B	
	PPE clothing test		
SANS 724 – 6.3.1	PPE clothing test and specification requirements	STATE ON SCHEDULE B	
SANS 724 – 6.3.1	PPE comply with IEC 61482-2 or ASTM F2621 supply proof?	STATE ON SCHEDULE B	
	Marking and labelling		
SANS 724 – 7.1.2	The following information shall be included as a minimum on the label secured to the garment:	a) the manufacturer's name or trade mark	
		b) the batch number and the year of manufacture	
		c) the size designation	
		d) the arc rating designation;	
		e) the care-labelling instructions in accordance with SANS 10011;	
		f) the expected service life (in accordance with 6.5.3);	
		g) The relevant normative marking requirements of referenced standards.	
	Protective equipment		
SANS 724 – 7.2.1	Eye protection and face protective equipment shall be marked and care labelled in accordance with EN 166 or ANSI Z 87.1.	STATE ON SCHEDULE B	
SANS 724 – 7.2.1	The arc rating shall be indelibly marked on the fabric of the hood. The arc rating of the visor shall be equal to or higher than the value assigned to the hood.	STATE ON SCHEDULE B	

AWARD

The tender will be awarded per section.

8. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

9. DRAFT SERVICE LEVEL AGREEMENT

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Ms Mmaseabata Mutlaneng in his/her capacity as acting City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the "**CITY**")

AND

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on _____, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the "**SERVICE PROVIDER**")

CONTENT

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RECORDAL:

WHEREAS the City requires the Service Provider to perform installation and maintenance tasks of electricity meters in the City, or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint as a service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which

shall provide the Services in the Service Areas and/or Delivery Area and provide maintenance and support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

1.1 "Agreement" means this service level agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

1.2 "Business Day" means any day from Monday to Friday excluding Public Holidays as defined in the Public Holidays Act 36 of 1994 ("Public Holidays Act") as amended from time to time;

1.3 "Business Week" means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

1.4 "City" means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of section 12 of the Local Government: Municipal Structures Act 117 of 1998;

1.5 "Contact Persons" means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 30 and who can be substituted in writing from time to time;

1.6 "Contract Price" shall mean the amount reflected as the contract price in clause 9 below, and the appointment letter, attached herewith as Annexure "A";

1.7 "Contract Period" means the contract period as reflected on the appointment letter attached herewith as Annexure "A" and clause 6 below;

1.8 "Effective Date" means notwithstanding the Signature Date, 01 October 2017;

1.9 "Intellectual Property" means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world, introduced and required by either Party to give effect to their obligations under this Agreement, owned in whole or in part by, or licensed to either Party prior to the Commencement Date or developed after the Commencement Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

1.10 "Month" means a calendar month;

1.11 "Parties" means City and Service Provider and "Party" means either of them as the context requires;

1.12 "Services" means services to be provided by the Service Provider to the City as detailed in clause 8 below;

1.13 "Service Provider" means,
a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number:
.....;

1.14 "Signature Date" means the date of signature of this Agreement by the Party signing last;

1.15 “Subcontract” means any contract or agreement or proposed contract between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Services or any part thereof;

1.16 “Subcontractor” means the third party with whom the Service Provider enters into a Subcontract;

1.17 “Tax Invoice” means the document as required by section 20 of the Value Added Tax Act 89 of 1991, as amended from time to time; and

1.18 “VAT” means Value Added Tax as defined in terms of the Value Added Tax Act of 1991.

2 INTERPRETATION

2.1 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of this Agreement.

2.2 Unless the context clearly indicates a contrary intention, any word connoting:

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to the other two genders; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this Agreement shall not affect provisions of this Agreement which expressly provide that they will operate after any such expiry or termination of this Agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this Agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that Agreement shall not apply.

2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

2.6 Any reference to any legislation is a reference to such legislation as at the Signature Date and as amended or re-enacted, from time to time.

2.7 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on any party, then notwithstanding that, it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this Agreement.

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment as stated in the appointment letter dated attached herewith as Annexure “A”, to provide the Services as set out in the scope of work attached herewith as Annexure “C”, and in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

5 RELATIONSHIP

Nothing in this Agreement shall constitute, or be deemed to constitute a partnership or joint venture between the Parties. Furthermore the Service

Provider acknowledges and agrees that its status under this Agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City, for any purpose whatsoever, and the Service Provider shall have no authority or power to bind the City or to contract in the name of the City, or create a liability against the City in any way or for any purpose.

6 DURATION

This Agreement shall commence on and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 27 below.

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by City's Contact Person.

7.2 The Parties shall notify each other, in writing from time to time, of the details of their nominated Contact Person.

7.3 The Contact Persons shall liaise and update each other on the progress of the Services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the Services.

7.4 Either Party may substitute a Contact Person at its discretion provided that each Party shall give the other Party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

7.5 Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

8 SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services as set out in the scope or work, attached herewith as Annexure "C".

9 PRICE AND PAYMENT

9.1 The City shall pay to the Service Provider a monthly Contract Price in the sum of.....

[Note: Please insert amount] ([Note: Please insert amount in words]).

9.2 All payments under this Agreement shall be made by electronic fund transfer or other forms of payment as the Parties may agree from time to time, upon receipt of valid and undisputed Tax Invoices and month-end statements together with the supporting documentation from the Service Provider, once the undisputed Tax Invoices or such portion of the Tax Invoices which are undisputed become due and payable.

9.3 All amounts and other sums payable in terms of this Agreement and Schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

9.5 There shall be no interest levied on a Tax Invoice that is in dispute between the Parties.

9.6 The City shall pay the amount reflected on a Tax Invoice once the City's Contact Person has verified that the Services set out in a schedule have been rendered and the Tax Invoice amount has been approved by the City.

9.7 All Tax Invoices shall be addressed to the City' Contact Person.

9.8 All payments shall be transferred, by the City to the Service Provider electronically into the Service Provider's bank account, the details of which are set out below:

Bank:
Account type:
Account No:
Branch No:

9.9 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the Service Provider to the City. The City shall not be liable for any costs or damages suffered by the Service Provider as a result of such late payment.

10 PRICE RESTRUCTURING

10.1 The Service Provider shall be subject to a price review every year.

10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the Service Provider's Contract Price against the prevailing market rates.

10.3 In the event it emerges that the Service Provider's charges in respect of the Contract Price and other charges under this Agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar Services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the Services acquired hereunder from the Service Provider, the City shall have the right to notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Contract Price and any other charges hereunder, on such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the Service Provider fails to do so or cannot legally do so, The City may:

10.4.1 acquire the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the Service Provider hereunder shall be reduced accordingly;

10.4.2 terminate this Agreement without any penalty, liability or further obligation; or

10.4.3 continue under this Agreement.

10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the Service Provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11 SERVICE LEVELS

11.1 The Service Provider recognises that the City has entered into this Agreement relying specifically on the Service Provider's representations regarding service levels including, inter alia:

11.1.1 capacity allocations in accordance with the Service to be provided;

11.1.2 all work to be performed and Services rendered under this Agreement shall comply with industry norms and best practice acceptable within the

Services industry and shall be executed by the Service Provider to the total satisfaction of the City.

11.2 The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City, and shall allocate employees with the technical skill and knowledge onsite at the City at all times during normal working hours, if the City so requires.

11.3 Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 8 above.

12 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services or Vehicles from The City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 27 below.

13 ACCESS

13.1 The City shall allow the Service Provider reasonable access to its premises, provided that:

13.1.1 access is related to the Services to be provided by the Service Provider; and

13.1.2 the Service Provider adheres to all rules, regulations and instructions applicable at the City 's premises.

13.2 The Service Provider is required to notify the City monthly of employees who are to provide Services at the Service Areas and/or Delivery Areas.

13.3 The City shall grant the Service Provider and/or its employees, referred in clause 14.2 above, access to its premises to perform its obligations in terms of this Agreement.

13.4 The Service Provider and its employees shall at all time when entering the premises and/or Service Areas and/or Delivery Areas of the City comply with all rules, laws, regulations and policies of the City.

14 MAINTENANCE AND SUPPORT

14.1 The following are the essential and critical elements of the Maintenance and Support to be provided by the Service Provider to the City:

14.1.1 Training of CoT personnel

14.1.2 24/7 Technical Support

15 TRAINING

If required, the Service Provider shall after delivery and installation of the Goods, and as part of Maintenance And Support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the Goods.

16 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

16.1 Service Warranties

16.1.1 The Service Provider warrants that in relation to each Service provided in terms of this Agreement:

16.1.1.1 it has full capacity and authority to enter into and perform this Agreement, and that this Agreement is executed by duly authorised representatives of the Service Provider;

16.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Services in an expert manner;

- 16.1.1.3 it will discharge its obligations under this Agreement and any annexure, appendix or Schedule hereto with all due skill, care and diligence;
- 16.1.1.4 all work performed and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;
- 16.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 16.1.1.6 the use or possession by the City of any Materials will not subject the City to any claim for infringement of any Intellectual Property Rights of any third party;
- 16.1.1.7 with promptness and diligence and in a skilful manner and in accordance with the practices and professional standards of operations while performing Services and/or delivering Goods and/or similar to the Services and/or Goods;
- 16.1.1.8 which Services and/or Goods will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 16.1.1.9 using and adopting any standards, processes and procedures required under this Agreement;
- 16.1.1.10 warranting that it shall employ suitably qualified and trained employees to provide the Services and/or Goods to the City and it shall allocate employees in accordance with the technical skill and knowledge required;
- 16.1.1.11 free from any defects in material and workmanship;
- 16.1.1.12 maintaining and causing to be maintained the highest standard of workmanship and care in undertaking the Services and/or processing the Goods;
- 16.1.1.13 maintaining and caused to be maintained the highest standard of care and diligence in providing the Services, maintenance and support;
- 16.1.1.14 ensuring that all applicable laws are observed;
- 16.1.1.15 without derogating from the generality of the foregoing, strictly adhering to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the Goods.
- 16.1.1.16 guaranteeing that the Goods shall be in good working condition for the warranty and/ or maintenance period of the Goods, and that the Service Provider shall be responsible for the costs of repair of the Goods should the Goods require to be repaired to their normal use.

16.2 Indemnity

16.2.1 The Service Provider hereby indemnifies the City against any claim which may be brought against the City by the Service Provider's personnel or a third party arising from the execution of this Agreement alternatively which arises against the City as a result of the Service Provider's breach of any of the provisions of this Agreement, provided that the City shall notify the Service Provider in writing within a reasonable time, and in any event not less than 14 (fourteen) Business days of the City becoming aware of any such claim to enable the Service Provider to take steps to contest it and shall provide the Service Provider with such reasonable assistance as may be necessary to enable the Service Provider to defend the claim to the extent only that it is in a position to render such assistance. The Service Provider may, within 5 (five)

Business Days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto, provided that the Service Provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

17 SERVICE PROVIDER'S PERSONNEL

17.1 Liability for Criminal Acts of Employees

The Service Provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the Service Provider which arises within the course and scope of such employees' employment with the Service Provider.

17.2 Character of Employees

17.2.1 Due to the confidential nature of certain aspects of the Services and the position of trust which the Service Provider's employees will fulfil, the Service Provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons and who display the highest standards of personal integrity and honesty and who have not, to their knowledge, being convicted of any crime.

17.2.2 The Service Provider shall, at its own cost, conduct all reasonable background checks into members of its employees prior to utilizing same to provide the Services in terms of this Agreement.

17.3 The City shall conduct all reasonable background checks into the Service Provider's employees from time to time, where it deems it necessary to do so.

18 STATUTORY AND EMPLOYMENT ISSUES

18.1 The Service Provider shall comply with all employment legislation

18.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

18.1.2 The Service Provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the Service Provider shall immediately take all steps to remedy such contravention. If the City advises the Service Provider of any contravention of such legislation in writing, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

18.2 No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the Service Provider's personnel should the City defend the matter, the Service Provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

18.3 Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City.

20 CONFIDENTIALITY

20.1 The Service Provider acknowledge that all information relating to the City confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to operating procedures, quality control procedures, approximate operation personnel requirements, descriptions and trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers, relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business; ("Confidential Information"), shall remain confidential and shall not be made known unless the City has given written consent to do so.

20.2 The information provided by the City in the context of this Agreement is Confidential Information and the Service Provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

20.3 The Service Provider undertakes to not disclose any such Confidential Information. However, there will be no obligation of confidentiality or restriction on use where:

20.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving Party; or

20.3.2 the information was already known to the receiving Party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the Parties or their affiliates; or

20.3.3 The information was received from a third Party not in breach of an obligation of confidentiality.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 All Intellectual Property Rights of the Service Provider and/or third party vest in the Service Provider and/or third party, as appropriate.

21.2 All rights in the City name and logo remain the absolute property of the City.

21.3 The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Patent, Design, Copyright, Trade Mark or trade secret or other proprietary right of any third party.

21.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

21.5 In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the Service Provider controls the defence thereof. The Service Provider further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

21.6 Should any claim be made against the City by any third party in terms of clause 21.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

21.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Service Provider shall, at its discretion and within 30 (thirty) days of the Services having been found to infringe, at its own cost:

21.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or

21.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or

21.7.3 alter the subject of infringement in such a way as to render it non infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

21.7.4 withdraw the subject of infringement.

22 FORCE MAJEURE

22.1 For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming Force Majeure and comprehended in the terms thereof.

22.2 If Force Majeure causes delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Agreement shall be suspended for the period agreed in writing between the Parties.

22.3 In the event of circumstances arising which the other Party believes that it constitutes a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to suspend the implementation of this Agreement for a specific period ("Agreed Period").

22.4 In the event that both Parties reasonably believe that the Affected Party shall be unable to continue to perform its obligations after the Agreed Period, then either Party shall be entitled to terminate this Agreement without further notice to the other Party.

22.5 The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall give notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this Agreement by a period equal to the time that its performance is so prevented.

23 CESSION

The Service Provider shall not be entitled to cede or assign or transfer in any other way and/or alienate its rights and obligations in terms of this Agreement without the prior written consent of the City.

24 CHANGE OF CONTROL / CIRCUMSTANCE

24.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity

of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

24.2 The Parties agree that should there be a change as envisaged in clause 25.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

24.3 The Service Provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the Service Provider to Provide the Goods and/or Services. In the event that any material change or circumstance occurs and the Service Provider fails to inform the City of such a change or circumstance, the Service Provider shall be deemed to have breached a material term of this Agreement and the City shall be entitled to cancel the Agreement on 1 (one) month's prior notice.

25 BREACH

25.1 Subject to clause 25.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

25.1.1 immediately terminate this Agreement without giving written notice and claim damages (which shall include legal costs on an attorney/client scale); or

25.1.2 request specific performance and claim damages (which shall include legal costs on an attorney/client scale); or

25.1.3 impose penalties as provided for in clause 13 above.

26 EARLY TERMINATION

The City shall have the right to terminate this Agreement by giving 30 (thirty) days' notice in writing to the Service Provider of its intention to terminate the Agreement.

27 DISPUTES

27.1 Save for clause for clause 26 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

27.1.1 the interpretation of the Agreement;

27.1.2 the performance of any of the terms of the Agreement;

27.1.3 any of the parties' rights and obligations;

27.1.4 any procedure to be followed;

27.1.5 the termination or cancellation or breach of this Agreement; or

27.1.6 the rectification or repudiation of this Agreement; then any Party may give the other Party written notice of such dispute, in which event the provisions below shall apply.

27.2 Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 28 above shall apply.

27.3 If the Parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either Party may, on written notice to the other Party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 42 of 1965 of South Africa ("the Arbitration Act").

27.4 The arbitration shall be held under the provisions of the Arbitration Act provided that the arbitration shall be:

27.4.1 at any place which the Parties agree, in writing, to be mutually convenient.

27.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

27.5 If the arbitration is:

27.5.1 a legal matter, then the arbitrator shall be a practicing advocate or a practicing attorney of not less than 10 (ten) years' standing;

27.5.2 an accounting matter, then the arbitrator shall be a practicing chartered accountant of not less than 10 (ten) years' standing;

27.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

27.6 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Law Society of the Northern Provinces.

27.7 Should the Parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, then it shall be deemed to be a dispute of a legal nature.

27.8 The arbitrator may:

27.8.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;

27.8.2 interview and question under oath the parties or any of their representatives;

27.8.3 decide the dispute according to what he considers just and equitable in the circumstances; and

27.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

27.9 The arbitrator's decision and award shall be in writing with reasons and shall be final and binding upon the Parties.

27.10 The arbitrator's award may, on application by either Party to a court of competent jurisdiction and after due notice is given to the other Party, be made an order of court.

27.11 Notwithstanding the provisions of clauses 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 27.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of

law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

27.12 The provisions of this clause 28 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

28 LAWS AND JURISDICTION

28.1 This Agreement shall be governed by and interpreted according to the Law of the Republic.

28.2 Each Party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this Agreement including its termination. Each Party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (Pretoria)).

29 NOTICES AND COMMUNICATIONS

29.1 The Parties choose as their respective domicilium citandi et executandi (hereinafter referred to as the "domicilium") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

29.1.1 THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001
P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Email: citymanager@tshwane.gov.za
Attention: _____

29.1.2 THE SERVICE PROVIDER:

Attention:
Telephone:
Cellphone:
Fax:
Email:

29.2 Each Party shall be entitled from time to time, by written notice to the other Party, to vary its domicilium to any other address which is not a Post Office Box or a Poste Restante.

29.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as "the addressee") which:

29.3.1 is delivered by hand during normal business hours of the addressee at the addressee's domicilium, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

29.3.2 is posted by prepaid registered post to the addressee at the addressee's domicilium shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting.

29.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

29.4 Any notice or communication required or permitted in terms of this Agreement shall be valid and effective only if in Writing but it shall be competent to give notice by facsimile.

29.5 Notwithstanding anything to the contrary in this Agreement a notice or communication actually received by one Party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi.

30 GENERAL AND MISCELLANEOUS

30.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

30.2 NO AMENDMENT EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

30.3 WAIVERS

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

30.4 SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

30.5 APPROVALS AND CONSENTS

An approval or consent given by a party under this Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

31 EXECUTION

31.1 This Agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

31.2 The signatories to this Agreement by their signature warrant their authority to enter into this Agreement and the capacity of their principal, if signing in a representative capacity, to enter into this Agreement.

Signed at _____ on this _____ day of
2017

For and on behalf of
THE CITY OF TSHWANE
METROPOLITAN MUNICIPALITY
Duly represented by:
In his/her capacity as: Acting City Manager

Signed at _____ on this _____ day of
2017

For and on behalf of
.....
Duly represented by:
In his/her capacity as: _____

ANNEXURE "B"

RESOLUTION OF THE BOARD
Resolution by the Board of Directors of
..... made at a meeting held at
_____ on _____ 2017.

NOTED: THAT
intends to enter into an Agreement with the City of Tshwane Metropolitan
Municipality in terms of which shall
provide various Hardware and/or Software and/or maintenance and support
services (the "Agreement") on the terms and subject to the conditions of the
Agreement to which this resolution is attached as Annexure "B".

RESOLVED:
THAT approves and enters
into the Agreement on the terms and subject to the conditions of the
Agreement to which this resolution is attached.

THAT in his
capacity as a director of, be and

is hereby authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of

.....

Read and Confirmed
Chairman/Company Secretary

ANNEXURE "C"
SCOPE OF WORKS

ANNEXURE B

AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY
(Hereinafter referred to as the "EMPLOYER")

AND

.....

.....

.....

Herein represented by in

His/her capacity as
duly

Authorized by virtue of a resolution
dated.....

Attached hereto as Annexure B of the
said.....
(Hereinafter referred to as the "CONTRACTOR").

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as
contemplated in an agreement in respect of

.....

.....

.....

.....

Contract
number.....

AND WHEREAS section 37 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the CONTRACTOR expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with this undertaking as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on this the..... day of..... 20

AS WITNESSES:

1.

2.....

.....
SIGNATURE

.....
NAME AND SURNAME

.....
CAPACITY

Thus signed at..... for and on behalf of the CONTRACTOR on
this the

..... Day of..... 20.....

AS WITNESSES:

1.

2.

.....
SIGNATURE

.....
NAME AND SURNAME.....

.....
CAPACITY.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	USD EE 10-2020.21	CLOSING DATE:	22 June 2021	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.				
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 (*STREET ADDRESS*)

Procurement Advice Centre at the entrance of C de Wet Centre					
Supply Chain Management					
175 Es'kia Mphahlele Drive					
Pretoria West					
GPS coordinates: 25.750151°S, 28.173666°E					
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	Supply Chain Management	CONTACT PERSON	Thabang E Selahle
CONTACT PERSON	Mulondi Nemaembeni	TELEPHONE NUMBER	012 358 3451
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	thabangSe1@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹ MSCM Regulations: “in the service of the state” means to be –

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

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

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

3.1 If yes, furnish particulars

.....
.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE 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 a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted%

- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

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

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

Description of services, works or goods

Stipulated minimum threshold

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.

DESCRIPTION	LOCAL CONTENT %
Trousers	100%
Jackets	100%
Long Trousers/Chinos (Fire/Arc/ Acid Resistant)	100%
Long Sleeve Shirts (Fire/Arc/ Acid Resistant)	100%
Winter Jacket (Fire/Arc Resistant)	100%
FLASH SUIT FOR SWITCHING	
Trouser	100%
Jacket	100%
Gloves	100%
Headgear	100%
Carrier Bag for above equipment	100%
HAZARDOUS CHEMICAL WORK WEAR: HAZARDOUS PROOF OVERALL (PVC-COATED NYLON FABRIC)	
Trouser	100%
Jackets	100%
HAZARDOUS CHEMICALS PROOF GLOVES	
Hazardous Chemical Proof Gloves	100%
Hazardous Chemical Apron	100%
Long Gloves = Pvc Long (Shoulder Level) For Unblocking Pumps	100%
Soft Suede Gloves For Maintenance	100%

SAFETY BOOTS	
Ladies Boots Or Shoes Ladies	100%
Men's Boots	100%
REFLECTIVE VEST	
Highly Visible Reflective Vest	100%
Electrical Insulating Gloves	100%
Hand Protection: Leather Protectors For Rubber Insulating Gloves.	100%
HEARING PROTECTION	
Ear Plugs	100%
Ear Muffst	100%
Socks	100%
MASKS	
Dust Mask	100%
Breathing Apparatus With Canister	100%
Breathing Apparatus With Gas Cylinder	100%
Half Face Mask	100%
Full Face Mask - Connecting And Disconnecting Chlorine Cylinders	100%
Tester For Insulated Electricians' Gloves	100%
Safety Goggles	100%
RESPIRATORS: RESPIRATORS	
Dust	100%
Dust With Canister	100%
Hazardous Gases	100%
Oxygen Canister	100%
Welding Apron	100%
Welding Gloves	100%
Safety Harness	100%
SKIN PROTECTION	
Barrier Cream (250 MI)	100%
T-Shirts	
Round Neck T-Shirt	100%
WADERS	
Rubberised Wader	100%
Wayne Chest Wader F1997 Stc Egoli	100%
All In One Wader Suit (Boots, Pants And Sleeveless Water Proof)	100%

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

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s)

published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

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

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

IN RESPECT OF BID NO. USD EE 10-2020.21

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

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.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 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 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	USD EE 10-2020.21
(C2)	Tender description:	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.
(C3)	Designated product(s):	
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

Calculation of local content

Tender item no's	List of items	Tender price - each	Exempted imported value	Tender value- net of exempted	Imported value	Local value	Local content % (per item)
------------------	---------------	---------------------	-------------------------	-------------------------------	----------------	-------------	----------------------------

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
------------	--------------------	---------------------------------	------------------------

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

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

				(D32) Total imported value by tenderer						R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
<i>(D33)</i>	<i>(D34)</i>	<i>(D35)</i>	<i>(D36)</i>	<i>(D37)</i>	<i>(D38)</i>	<i>(D39)</i>	<i>(D40)</i>	<i>(D41)</i>	<i>(D42)</i>	<i>(D43)</i>	<i>(D44)</i>
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	

	the payment			
<i>(D46)</i>	<i>(D47)</i>	<i>(D48)</i>	<i>(D49)</i>	<i>(D50)</i>

<i>(D51)</i>

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date: _____

**This total must correspond
with Annex C - C 23**

	(E9) Total local products (Goods, Services and Works)	R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **USD EE 10-2020.21** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM: RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **USD EE 10-2020.21** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;

 - (ii) General Conditions of Contract; and

 - (iii) Other (specify)

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **USD EE 10-2020.21**

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF NEW SPECIALIZED PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING TO THE CITY OF TSHWANE STORES ON AND AS WHEN REQUIRED BASIS OVER A THREE (3) YEAR PERIOD.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. 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.

1. 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.
- 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, services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, 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.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 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 supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the 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 person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	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, <ul style="list-style-type: none"> (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; <p>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</p> <p>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.</p>
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 purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.

Js General Conditions of Contract (revised July 2010)