

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: ENG028/2021

**TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND
GENERAL PPE, AS AND WHEN REQUIRED FOR A PERIOD OF THREE
YEARS**

ENQUIRIES: **MR. B Da Silva**
ELECTROTECHNICAL SERVICES
BRICK ROAD
GEORGE
(044) 801 9222

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

TELEPHONE NO.: FAX NO.:

ADDRESS:

CONTACT PERSON:

SUPPLIER DATABASE NO.: **MAAA**.....

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**B-BBEE certificates submitted with the tender / quotation document MUST
be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF
THE B-BBEE CERTIFICATE**

TENDER CLOSES AT 12h00 ON FRIDAY, 21 JANUARY 2022

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspon dence with X
Postal Address: Postal Code:	
E-mail Address:	
Telephone Number:	
Cellular Number:	
Facsimile Number:	

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NO. ENG028/2021 / TENDER NR. ENG028/2021

Tenders are hereby invited for: **TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

Completed tenders in a sealed envelope, clearly marked:

Tender No. ENG028/2021, must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on FRIDAY, 21 JANUARY 2022**. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the 1st Floor Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tenders are available at a non-refundable deposit of **R236-00** each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and adjudicated as follows:

Phase 1

All tenders must comply with Local Production and Content and complete the MBD6.2 form, Annexures, C, D and E in this tender for the following products:

- Textile, Clothing, Leather and Footwear

The stipulated minimum threshold percentages for local production and content for this sector is 100%, bid documents that do not comply with this requirement will not be considered for evaluation.

Phase 2

In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where **80** points will be scored for price and **20** points for B-BBEE status.

For more technical information contact Mr B Da Silva at (044) 801 9222 or bmdasilva@george.gov.za

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the highest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from all successful bidders to register on the Central Supplier Database (CSD).

**DR M GRATZ
 ACTING MUNICIPAL MANAGER
 GEORGE MUNICIPALITY
 GEORGE
 6530**

Tenders word hiermee ingewag vir: **TENDER VIR DIE VOORSIENING EN AFLEWERING VAN "ARC" GEGRADDEERDE EN ALGEMENE PPE, SOOS EN WANNEER BENODIG, VIR N TYDPERK VAN DRIE JAAR**

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr. ENG028/2021, moet voor **VRYDAG, 21 Januarie 2022** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuursseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen tenders sal toegelaat word om in die tender bus geplaas te word na 12:00 nie.

Tenders sal om 12:05 dieselfde dag in die Komiteekamer op 1ste Vloer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tenders dokumente is verkrygbaar teen 'n **R236-00** nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

Tenders sal ge-evalueer en toegeken word soos volg:

Fase 1

Alle tenders moet voldoen aan die Plaaslike Produksie en Inhoud en moet die MBD6.2 vorm, sowel as Aanhangsels C, D en E in die tender vir die volgende produkte voltooi:

- Tekstiel, Klere, Leer en Skoene

Die vasgestelde minimum persentasies vir plaaslike produksie en inhoud vir hierdie sektor is 100%, boddokumente wat nie aan hierdie vereiste voldoen nie, sal nie oorweeg word vir evaluering nie.

Fase 2

In terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar **80** punte ten opsigte van die prys en **20** punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere tegniese inligting kontak Mnr B Da Silva by (044) 801 9222 of bmdasilva@george.gov.za

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe verbind om die hoogste of enige tender te aanvaar nie.

'n "TCS PIN" vir bidders se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.

Dit sal van alle suksesvolle bidders verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**DR M GRATZ
 WAARNEMENDEMUNISIPALE BESTUURDER
 GEORGE MUNISIPALITEIT
 GEORGE
 6530**

INVITATION TO BID

TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

BID NUMBER: ENG028/2021

CLOSING DATE: 21 January 2022

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they 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.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer:_____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: ENG028/2021

**TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS**

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: ENG028/2021
SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS AND WHEN
REQUIRED FOR A PERIOD OF THREE YEARS

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

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

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

NB. COMPULSORY TO COMPLETED

	Name	ID Number	Directors/Owners Personal Tax no	Signature
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

JOINT VENTURE

Only to be completed if applicable

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

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE_____

1. **CATEGORY A**
EVALUATION CRITERIA 1 – ARC RATED FLASH SUIT

REQUEST FOR BIDS FOR SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (ARC RATED FLASH SUIT)		
MANDATORY REQUIREMENTS		
1.	Local content Annexure A – E to be completed in full, failure to complete the local content form may result in your bid being non- responsive.	
2.	Section B in each Annexure to be completed in full and answered according to section A of that particular annexure, failure to complete the technical section as indicated, may result in your bid being non- responsive.	
3.	BOQ's selected to be priced in full, failure to complete the BOQ's in full may result in your bid being non – responsive. Distributors to provide a letter of agreement from the manufacturer, failure to provide the agreement from the manufacture may also result in the bid being considered non – responsive.	
TECHNICAL EVALUATION:		TICK THE APPLICABLE BOX FOR EACH LINE ITEM
1.	Type Test Provide a signed type test report for Arc rated flash suit from an accredited body.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	ISO Requirements Provide a valid ISO 9001 certificate from the manufacturer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Lead time for delivery	
	2 - 4 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
	5 - 7 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
	More than 7 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Contactable References Provide a minimum of 3 contactable references of similar work done on a signed company letterhead /appointment letter relevant to: <ul style="list-style-type: none"> • Scope • Value of contract <p>If these two (02) items are not included in the references or letter of appointment, the document may be regarded as non-responsive.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	SABS/SANS/CE Mark Provide copies of SABS / SANS / CE certificate for arc rated flash suit from the manufacturer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	Verification Samples of tested arc rated garments as required upon request.	Yes <input type="checkbox"/> No <input type="checkbox"/>
PRICE		80
B-BBEE		20

1. INTRODUCTION

George Municipality: Electrotechnical Services employees routinely carry out work in close proximity to electrical equipment. Whilst every possible safety precaution has been followed to mitigate any risk of injury, the employer shall provide suitable personal protective equipment (PPE) to his employees that is necessary to perform their duties relatively safe as possible, simultaneously being comfortable enough not to restrict movement or cause discomfort.

2. SCOPE

This specification covers George Municipality: Electrotechnical Services requirements for arc rated flash suits, in accordance with the requirements of The Occupational Health and Safety Act, General Safety Regulations,
Point 2 – Personal Safety Equipment and Facilities.

3. NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of these specifications. At the time of publication, the editions indicated were valid.

All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below:

1. "ISO 9001 Certified" means an organization has met the requirements in ISO 9001, which defines an ISO 9001 Quality Management System (QMS);
2. SANS 724 – Personal protective equipment and protective clothing against the thermal hazards of electric arc flash;
3. SANS 434 - General protective clothing;
4. SANS 1404 - Eye-protectors for industrial and non-industrial use;
5. SANS 60903 - Gloves and mitts of insulating material for live work.
6. SANS 274 / IEC

4. DEFINITIONS AND ABBREVIATIONS WITH ADDITIONAL REQUIREMENTS

Meta-aramid fibres - Any class of strong, heat-resistant synthetic fibres must be used to construct inherently arc rated material for use, in Personal Protective Equipment (PPE).

1. HRC – Hazard Risk Category;
2. APTV – Arc Thermal Protective Value
3. All George Municipality logo's and branding on PPE, must adhere to the HRC as per set out in SANS 724.
4. g²m (gsm) – Grams per square meter

5. REQUIREMENTS

5.1 General requirements: ARC RATED FLASH SUIT

No.	DESCRIPTION	Yes / No	
a)	The arc flash suit shall be rated = HRC 4 as per SANS 724;		
b)	The arc withstand performance of the fabric, shall originate from the inherent characteristics of the fabric prior to any treatment;		
c)	Garments shall be suitable for use by both male and female employees;		
	• It must be a three-piece arc flash switching suit, with a long jacket, trousers, and a fully ventilated hood;		
	• Must include matching gloves, subjective to the same standard as the arc flash suit HRC 4;		
d)	Garment shall be navy blue in colour, with George Municipality's Logo branding on the upper left pocket of the jacket and the rear trousers pocket;		

e)	Arc Flash Hood:		
	<ul style="list-style-type: none"> The hood must consist of an internal dielectric hard hat; The lens of the hood must have an Arc Face Shield Dual Pane and be anti-fog; 		
	<ul style="list-style-type: none"> Fully Ventilated; 		
	<u>Optional:</u> Equipped with an integrated light (LED) system;		
f)	Size designations shall be compliant to SANS 434;		
g)	Sample of the suit must be made available on request, within 72hours;		
h)	The colour of the suit must be navy blue;		
i)	The Garments shall have/consist of (or close to) the following (ISO 9001):		
	<ul style="list-style-type: none"> A stitched arc rated reflective tape in both arms and legs; 		
	<ul style="list-style-type: none"> Light Weight; 		
	<ul style="list-style-type: none"> Material: Flame Resistant, not melt or drip to combustion in the air; 		
	<ul style="list-style-type: none"> Guaranteed flame resistant for the life of the garment; 		
	<ul style="list-style-type: none"> Machine washable (Still be suitable to be worn in HRC 4 environment, after a minimum of 130 washes); 		
	<ul style="list-style-type: none"> Excellent breathability and absorb sweat and moisture; 		
	<ul style="list-style-type: none"> Cool cotton comfort; 		
	<ul style="list-style-type: none"> Arc Flash Jacket designed to interface with the Arc Flash Hood; 		
	<ul style="list-style-type: none"> ATPV Value – To safely compensate for ARC and Oil protection on 132kV/66kV network and 11kV switchgear; 		

5.2 TEST

No.	DESCRIPTION	Yes / No
a)	All tests as required by ASTM F1506 or IEC 61482-2;	
b)	Provision of ARC Test results (e.g. ASTM F1959, IEC 61482-1/2 or ASTM F2621);	
c)	ASTM F2621 or IEC 61482-1 (Method B) state Edition used, where the requirements above have been met, but where it does not meet the George Municipality: Electrotechnical Services requirements, may they at their discretion, allow a supplier to perform this test before finalizing its decision;	

5.3 MARKING, CARE LABELLING AND PACKAGING FOR ARC FLASH SUIT

No.	DESCRIPTION	Yes / No
1.	Labels shall be permanently secured on the garment and should withstand a minimum of 130 washes under standard industrial laundry conditions;	
2.	George Municipality branding shall be displayed on upper left pocket of jacket and the rear trousers pocket;	
3.	The Information shall be in legible and indelible letters, of a height of at least 2mm;	
4.	The garment shall be packed in a bag which is adequately labelled showing the size;	
5.	The following information shall be included as a minimum on the label secured to the garment:	
	<ul style="list-style-type: none"> Compliance to SANS 724; 	
	<ul style="list-style-type: none"> Manufacturer's name or trade mark; 	
	<ul style="list-style-type: none"> Garment shall be navy blue in colour with George Municipality branding; 	
	<ul style="list-style-type: none"> Year of manufacture; 	
	<ul style="list-style-type: none"> Size designation; 	
	<ul style="list-style-type: none"> Care labelling instructions with number of washes tick sheet, and 	
	<ul style="list-style-type: none"> ATPV Rating indicated on the trousers and jacket of the garment 	

5.4 LV SWITCHING FACE SHIELD WITH ARC FLASH BALACLAVA COMBINATION

5.4.1 General requirements

No.	DESCRIPTION	Yes / No	
a)	The face shield shall comply with Category 2 as per SANS 724;		
b)	The face shield shall provide protection against electrical burns and flashes;		
c)	The face shield shall be made of a transparent material which shall be made of polycarbonate;		
d)	The face shield shall have anti-fog coating;		
e)	The face shield shall have a protection bag;		
f)	The face shield shall be able to mount to a standard hard hat (Arc Rated LV Hard Hat);		
g)	Arc flash balaclava shall comply with HRC 2 as per SANS 724:		
	• Full face balaclava hood that covers face and neck down to the shoulders, with one large port for the eyes, one size fits all;		
	• Colour Navy Blue or White (choice will be specified);		
	• Will be worn <u>underneath</u> LV Switching Face Shield and hard hat (Arc Rated LV Hard Hat);		
h)	Garment (arc flash balaclava) shall have George Municipalities Logo branding on;		
i)	Sample of the unit, see 5.4 (LV Switching Face Shield with arc flash balaclava combination) to be supplied, shall be provided with the tender document;		
j)	Technical data sheet to be supplied of 5.4 (LV Switching Face Shield with arc flash balaclava)		

5.4.2 Test

No.	DESCRIPTION	Yes / No	
a)	All test shall be done in accordance to:		
	• SANS 724		
	• ASTM F2178		
	• NFPA 70E		
	• ASTM F1506		
	• ASTM F1959		
	• OSHA 1910.269		
	• EN 340		
	• EN ISO: 11612		
	• IEC 61482-1-1		
	• CE 0339		
b)	Complete Type test report shall be submitted with the tender;		

5.4.3 Packaging and labelling

No.	DESCRIPTION	Yes / No	
a)	The face shield shall be packed in a robust plastic adequately labelled		

5.5 ARC RATED FULL BODY PROTECTION HARNESS

5.5.1 General requirements

No.	DESCRIPTION	Yes / No	
a)	The full body safety harness shall comply with ASTM F887		
b)	The full body safety harnesses, shall be:		
	• HRC 2		
	• Comply to SANS 724;		
c)	The use of a material which shall not ignite during an exposure to arc, shall be accepted, no nylon material shall be accepted		
d)	The material shall have a stitched arc rated reflective tape		
e)	Garment to consist of three pieces/components:		
	1. Anchorage /Connector -tie off		
	2. Body Support /Wear		
	3. Means of Connection /Connecting Device		
f)	The complete garment shall be suitably rated to be worn in an HRC 2 environment as per SANS 724 after a minimum of 130 washes		
g)	Sample must be made available on request (Design Cut)		
	• Garment to be either neon -navy blue/green/yellow/red in colour		
	• 3 over moulded D-rings		
	• Blend webbing		
	• Quick connect legs and chest		
	• Legs and torso adjusters		
	• Lanyard keepers		
	• Shoulder, legs, waist and back comfort padding		
	• Leather insulators		
	• Flame resistant trauma straps		
h)	The full body safety harness shall have George Municipality Logo branding subject to the HRC requirement;		

5.5.2 Test

No.	DESCRIPTION	Yes / No	
a)	All test shall be done in accordance to ASTM F887		
b)	Complete Type test report shall be submitted with the tender;		

5.5.3 Packaging and labelling

No.	DESCRIPTION	Yes / No	
a)	The full body safety shall be packed in a suitable bag which will eliminate damage to the all the harness accessories.		

5.6 ARC RATED LV HARD HAT

5.6.1 General requirements

No.	DESCRIPTION	Yes / No	
a)	The arc rated low voltage hard hat shall be:		
	• HRC 2 and		
	• Comply to SANS 1397		
b)	The hard hat shall bear SABS mark		

c)	The hard hat shall have an adjustable chin strap in accordance with SANS 1397		
d)	The colour of the hard hat shall be blue/ and or white		
e)	The hard hat shall have George Municipalities Logo branding;		

5.6.2 Test

No.	DESCRIPTION	Yes / No	
a)	All test shall be done in accordance to: ASTM F887 as per SANS 1397		
b)	Complete Type test report shall be submitted with the tender document;		

5.6.3 Packaging and labelling

No.	DESCRIPTION	Yes / No	
a)	The hard hat shall be packed in a suitable packaging.		

5.7 SPECIFICATIONS: ARC RATED INSULATING GLOVE SYSTEM

5.7.1 General requirements

No.	DESCRIPTION	Yes / No	
a)	The rubber gauntlets shall comply with SANS 60903		
b)	The rubber gauntlets shall be Class 0 (1 000 V)		
c)	The rubber gauntlets shall be Category M (Increased mechanical resistance)		
d)	The rubber gauntlets shall be at least 1,0 mm thick and made from latex		
e)	The gauntlets shall be supplied in size Categories 8, 9, 10 or 11. (The quantities and sizes shall be specified at the time of order)		
f)	The length of the gauntlets shall be 360 mm		
g)	The gauntlets shall have a tensile strength of at least 20 MPa and a puncture resistance of at least 30 N/mm		
h)	Under gloves are required to be supplied		
	• The under gloves shall be made of cotton and		
	• Shall be designed to be worn under the rubber gauntlet		
i)	Over gloves (or protector gloves) are also required to be supplied		
	• The over gloves shall be made of silicon grain leather and shall be lightweight and flexible.		
	• The over gloves shall be designed to be worn over the rubber gauntlets to provide mechanical and chemical protection to the rubber gauntlets.		
j)	In the cases of both the under and over gloves, either a one-size-fits-all or		
	• Individually sized glove solution shall be supplied.		

5.7.2 TESTS

No.	DESCRIPTION	Yes / No	
a)	The gauntlets, gloves shall have been tested in accordance with the requirements of <u>SANS 60903</u>		
b)	Each gauntlet shall be routine tested at a proof test voltage of 5 kV for one minute		
c)	The measured leakage current shall not exceed 14 mA, at any time during the proof voltage test period.		

5.7.3 MARKING AND PACKAGING

No.	DESCRIPTION	Yes / No	
a)	In addition to the requirements of SANS 60903:		
	<ul style="list-style-type: none"> The gauntlets shall be marked with the date the proof voltage test was carried out 		
	<ul style="list-style-type: none"> And the proof test voltage level 		
b)	Note: Gauntlets tested more than six months prior to the date of delivery shall not be accepted		
c)	The rubber gauntlets shall be supplied in re-sealable moisture proof bags.		

5.7.4 DOCUMENTATION

No.	DESCRIPTION	Yes / No	
a)	Detailed sample test reports confirming compliance with SANS 60903 shall be provided		
b)	In addition to the documentation required above, full technical information relating to the performance, construction, operation, name and place of manufacturer shall be supplied etc:		
	<ul style="list-style-type: none"> Arc Rated Flash Suit LV Switching Face Shield with arc flash balaclava combination Full Arc rated Fall protection Harness Arc Rated LV Hard Hat Arc Rated insulating glove system 		

ANNEXURE A - TECHNICAL SECTIONS A AND B FOR ARC RATED FLASH SUIT OPERATING KIT
Section A: States Purchaser's (George Municipality) specific requirements
Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)

ITEM	SUB CLAUSE OF SPECIFICATIONS	DESCRIPTION	SECTION A	SECTION B (*) <input type="checkbox"/> <input type="checkbox"/>
1.	5.1 a	The garment shall comply with SANS 724 requirements.	Required	
2.	5.1 b	The arc withstand performance of the fabric shall originate from the inherent characteristics of the fabric prior to any treatment.	Required	
3.	5.1 f	The garment shall comply with SANS 434 requirements.	Required	
4.	5.1 c	Garment to consist of three pieces with the arc flash switching suit with a long jacket, trousers, and a fully ventilated hood. (Not including gloves)	Required	
5.	5.1 c	Garments shall be suitable for use by both male and female employees.	Required	
6.	5.1 c	Must include matching gloves subjective to same standard as arc flash suit HRC 4.	Required	
7.	5.1 h	Garment to be navy blue in colour with George Municipality Logo branding on upper left pocket of the jacket and the rear trousers pocket.	Required	
8.	5.1 i	The fabric manufacture shall have a valid ISO 9001 quality certificate, and this shall also be provided with all tender submissions.	Required	
9.	5.1 i	The complete garment shall be suitably rated to be worn in an HRC 4 environment as per SANS 724 after a minimum of 130 washes.	Required	
10.	5.1 i	Fabric used in the manufacture of the garments shall be an inherently fire-resistant fabric manufactured with a meta-aramid fibre composition, with a basis weight not greater than 270gsm.	Required	
11.	5.1 g	Sample of the suit must be made available on request, within 72hours;	Required	
12.	5.3	Garment marking and care labelling compliance.	Required	
13.	5.1 f	Design and cut compliance. Size requirement shall be compliant with SANS 434.	Required	
14.	5.2 5.7.4	Fabric type Tested in accordance with ASTM F1506-04 or 61482-2 and signed test reports submitted.	Required	
15.	5.2 5.7.4	Complete garment type tested in accordance with ASTM F2621 or 61482- 1/2 and ASTM F1959 and signed Test reports submitted.	Required	
16.	5.1 f, i 5.2 5.7.4	Detailed material Technical Data sheet from the original material manufacturer to be submitted with any tender submissions.	Required	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE A - DEVIATION SECTION: FOR ARC RATED FLASH SUIT OPERATING KIT

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.

ITEM	SUBCLAUSE OF	PROPOSED DEVIATION

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE B - TECHNICAL SECTIONS A AND B FOR ARC RATED LV SWITCHING FACE**Section A: States Purchaser's (George Municipality) specific requirements****Section B: Guarantees and technical particulars of equipment offered****(Bidder/Supplier/Manufacturer)**

ITEM	SUB CLAUSE OF SPECIFICATION	DESCRIPTION	SECTION A	SECTION B (*) <input checked="" type="checkbox"/> <input type="checkbox"/>
1.	3	The face shield protection shall comply with SANS 1404 requirements.	Required	
2.	3	The manufacture shall have a valid ISO 9001 quality certificate, and this shall also be provided with all tender submissions.	Required	
3.	5.4.1 a	The complete face shield shall be suitably rated to be worn in an HRC 2 environment as per SANS 724 after a minimum of 130 washes.	Required	
4.	5.4.1 b	Face shield shall provide protection against electrical burns and flashes (HRC 2).	Required	
5.	5.4.1 i	Sample of the suit must be made available on request, within 72 hours;	Required	
6.	5.4.1 c	Face shield shall be transparent material made of polycarbonate.	Required	
7.	5.4.1 d	Face shield shall have anti-fog coating.	Required	
8.	5.4.2 5.7.4	Complete garment type tested in accordance per SANS 724 signed test reports submitted.	Required	
9.	5.4.1 j 5.7.4	Detailed material technical Data Sheet from the original material manufacturer to be submitted with any tender submissions.	Required	
10.	5.4.1 f	The face shield shall be able to mount to a standard hard hat (Arc Rated LV Hard Hat).	Required	
11.	5.4.1 g	Arc flash balaclava shall comply with HRC 2 as per SANS 724.	Required	
12.	5.4.1 g, h	Garment (Arc flash Balaclava) to be navy blue or white in colour. Garment (arc flash balaclava) shall have George Municipality Logo branding.	Required	
13.	5.4.2 5.7.4	Complete garment (Arc flash balaclava) type tested in accordance with All test shall be done in accordance to SANS 724: <ul style="list-style-type: none"> • ASTM F2178, • NFPA 70E; • ASTM F1506; • ASTM F1959; • OSHA 1910.269; • EN 340; • EN ISO: 11612; • IEC 61482-1-1, CE 0339 	Required	
14.	5.4.1 j 5.7.4	Detailed material technical Data sheet from the original material manufacturer to be	Required	

		submitted with any tender submissions. (Arc flash balaclava).		
--	--	---	--	--

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory:

Name in block letters

Signature

Full name of company:

ANNEXURE B - DEVIATION SECTION: ARC RATED LV SWITCHING FACE SHIELD WITH BALACLAVA COMBINATION

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.

ITEM	SUBCLAUSE OF	PROPOSED DEVIATION

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE C - TECHNICAL SECTIONS A AND B FOR ARC RATED FULL BODY HARNESS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	Description	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.5.1 b)	The Garment shall comply with SANS 724 requirements.	Required	
2.	3	The garment shall comply with SANS 434 requirements.	Required	
3.	5.5.1. e)	Garment to consist of three pieces/components. • Anchorage /Connector -tie off • Body Support /Wear • Means of Connection /Connecting Device	Required	
4.	5.5.1 g)	Garment to be either neo- navy blue / green / yellow / red in colour. (Choice option)	Required	
5.	3	The fabric manufacture shall have a valid ISO 9001 quality certificate, and this shall also be provided with all tender submissions.	Required	
6.	5.5.1. f)	The complete garment shall be suitably rated to be worn in an HRC 2 environment as per SANS 724 after a minimum of 130 washes.	Required	
7.	5.5.1 c)	Fabric used in the manufacture of the garments shall be an inherently fire-resistant fabric manufactured with a meta-aramid fibre composition, with a basis weight not greater than 270gsm.	Required	
8.	5.5.1 g)	Sample to be provided with any tender submission.	Required	
9.	5.5.3	Garment marking and care labelling compliance.	Required	
10.	5.5.1 g)	Design and cut compliance.	Required	
11.	5.5.2 5.7.4	Fabric type tested in accordance with ASTM F1506- 04 or 61482-2 and signed test reports submitted.	Required	
12.	5.5.2 5.7.4	Complete garment type tested in accordance with ASTM F2621 or 61482- 1/2 and ASTM F1959 and signed test reports submitted.	Required	
13.	5.5.3 5.7.4	Detailed material technical data sheet (including instructions manual on how to use) from the original material manufacturer to be submitted with any tender submissions.	Required	

(*) In Section B column, “use ticks ✓ or ✖” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company: _____

ANNEXURE C - DEVIATION SECTION: FOR ARC RATED FULL BODY HARNESS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
ITEM	SUBCLAUSE OF	PROPOSED DEVIATION

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE D - TECHNICAL SECTIONS A AND B FOR ARC RATED LV HARD HAT

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	Description	Section A	Section B (*) ☑☒
1.	5.6.1 a	The Arc Rated hard hat shall be HRC 2 and comply with SANS 1397, SANS 724 requirements.	Required	
2.	3	The Arc rated Hard hat shall comply with SANS 434 requirements.	Required	
3.	5.6.1 d	Arc rated Hard hat to be navy blue and/ or white in colour.	Required	
4.	5.6.1 e	George Municipality branding required.	Required	
5.	5.7.4	Detailed material technical data sheet from the original material manufacturer to be submitted with any tender submissions.	Required	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE D - DEVIATION SECTION: FOR ARC RATED LV HARD HAT

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
ITEM	SUBCLAUSE OF	PROPOSED DEVIATION

Tender Number: _____

Tenderer’s Authorised Signatory: _____

Signature _____ Name in block letters

Full name of company: _____

ANNEXURE E - TECHNICAL SECTIONS A AND B ARC RATED OPERATING GLOVES**Section A: States Purchaser's (George Municipality) specific requirements****Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	Description	Section A	Section B (*) ☑ ☒
1.	5.7.4	Name of manufacturer.	Yes	
2.	5.7.4	Place of manufacture.	Yes	
3.	5.7.4	Manufacturer's identification.	Yes	
4.	5.7.1 a)	Specifications to which gauntlets comply.	SANS 60903	
5.	5.7.1 b)	Nominal system voltage.	1000 V	
6.	5.7.1 b)	Glove classification.	Class 0	
7.	5.7.1 c)	Special property category.	M	
8.	5.7.1 f)	Length of gauntlet	360 mm	
9.	5.7.1 e)	Size of gauntlets	8/9/10/11	
10.	5.7.2	Maximum leakage current at routine test voltage of 5 kV.	14 mA	
11.	5.7.1 g)	Tensile strength	≥ 20 MPa	
12.	5.7.1 g)	Puncture resistance	≥ 30 N/mm	
13.	5.7.1 h)	Under glove as per clause 5.7.1 h)	Yes	
14.	5.7.1 i)	Over glove as per clause 5.7.1 i)	Yes	
15.	5.7.1 j)	Suitable sizes for both male and female.	Yes	
16.	5.7.3	Marking	Yes	
17.	5.7.3	Packing	Yes	
18.	5.7.2, 5.7.4	Certified copy of sample test reports provided with tender documentation.	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters_____
Signature

Full name of company: _____

**ANNEXURE E - DEVIATION SECTION TECHNICAL SECTIONS A AND B ARC RATED
OPERATING GLOVES**

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
ITEM	SUBCLAUSE OF	PROPOSED DEVIATION

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

CATEGORY A: SCHEDULE OF PRICES AND QUANTITIES**CRITERIA 1 - ARC RATED FLASH SUITS**

ITEM	DESCRIPTION	Unit	UNIT PRICE (Incl. 15% VAT)	TOTAL PRICE
1.	Arc Rated Flame Resistant Suit HRC 4, subject to compliance with specifications stated above.	1		
2.	Arc Rated LV Switching Face shield HRC 2, and Compliance with Specifications stated above.	1		
3.	Arc flash Rated balaclava HRC 2, and Compliance with Specifications stated above.	1		
4.	Arc Rated Full Protection Harness HRC 2, and Compliance with Specification stated above.	1		
5.	Arc Rated LV Hard Hat HRC 2, and Compliance with Specifications stated above.	1		
6.	Arc Rated Insulating Glove System and Compliance with Specifications stated above.	1		
			Sub Total	

NOTE:

BIDDERS MUST QUOTE FOR ALL LINE ITEMS PER CATEGORY, FAILURE TO QUOTE AS STATED WILL RENDER THE BID NON-RESPONSIVE PER THE SPECIFIC CATEGORY.

Annex C

Local Content Declaration – Summary Schedule

(C1)	Tender No.	ENG028/2021: CATEGORY A				Note: VAT to be excluded from calculations
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange		Pula -	EU -	GBP -	
(C7)	Rate:					
	Specified local content %					

[illegible]

Signature of tenderer from Annex B:Date:

Annex D

1286.2011

SATS

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	ENG028/2021: CATEGORY A				<u>Note:</u> VAT to be excluded from calculations	
(D2)	Tender description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:		Pula -	EU -	GBP -		

A. Exempted imported content

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R.....	
This total must correspond with Annex C-C21											

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 as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by Tenderer										R.....	

Annex D (contd.)

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				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
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
(D45) Total imported value by 3rd party											R.....	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

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

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

Summary of payments
Local value of payments
(D51)
R.....
R.....
This total must correspond with Annex C – C23.

Signature of tenderer from Annex B:

Date:

Annex E

SATS 1286.2011

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	ENG028/2021: CATEGORY A
(E2)	Tender description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R.....
(E10) [REDACTED]	(Tenderer's manpower cost)		R.....
(E11) [REDACTED]	(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....
(E12) [REDACTED]	(Marketing, insurance, financing, interest, etc)		R.....
	(E13) Total local content		R.....
			This total must correspond with Annex C – C24

TENDER NUMBER: ENG028/2021
TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

1. CATEGORY B

EVALUATION CRITERIA 1 – ARC RATED WINTER JACKET

REQUEST FOR BIDS FOR SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (ARC RATED WINTER JACKETS)		
MANDATORY REQUIREMENTS		
1.	Local content to be completed in full, failure to complete the local content may result in your bid being non- responsive.	
2.	Section B in Annexure F to be completed in full and answered according to section A of that particular annexure, failure to complete the technical section as indicated, may result in your bid being non- responsive.	
3.	BOQ's selected to be priced in full, failure to complete the BOQ's in full may result in your bid being non – responsive. Distributors to provide a letter of agreement from the manufacturer, failure to provide the agreement from the manufacture may also result in the bid being considered non – responsive.	
<u>TECHNICAL EVALUATION:</u>		Tick the applicable box for each line item
1.	Type Test Provide a signed type test report for Arc rated flash suit from an accredited body.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	ISO Requirements Provide a valid ISO 9001 certificate from the manufacturer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	Lead time for delivery	
	2 - 4 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
	5 - 7 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
	More than 7 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	Contactable References Provide a minimum of 3 contactable references of similar work done on a signed company letterhead /appointment letter relevant to: <ul style="list-style-type: none"> • Scope • Value of contract If these two (02) items are not included in the references or letter of appointment, the document may be regarded as non-responsive.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	SABS/SANS/CE Mark Provide a SABS/SANS/CE certificate for arc rated flash suit from the manufacturer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	Verification Samples of tested arc rated garments as required made available on request, within 72hours.	Yes <input type="checkbox"/> No <input type="checkbox"/>
PRICE		80
B-BBEE		20

1. INTRODUCTION

George Municipality: Electrotechnical Services employees routinely carry out work in close proximity to electrical equipment. Whilst every possible safety precaution has been followed to mitigate any risk of injury, the employer shall provide suitable personal protective equipment (PPE) to his employees that is necessary to perform their duties relatively safe as possible, simultaneously being comfortable enough not to restrict movement or cause discomfort.

2. SCOPE

This specification covers George Municipality: Electrotechnical Services requirements for flame arc rated flash suits, in accordance with the requirements of Occupational Health and Safety Act, General Safety Regulations, Point 2 – Personal Safety Equipment and Facilities.

3. NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of these specifications. At the time of publication, the editions indicated were valid.

All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below:

1. SANS 724 – Personal protective equipment and protective clothing against the thermal hazards of an electric arc flash.

4. DEFINITIONS AND ABBREVIATIONS

Meta-aramid fibres- Any class of strong, heat-resistant synthetic fibres must be used to construct inherently arc rated material for use in Personal Protective Equipment (PPE).

1. HRC – Hazard Risk Category;
2. APTV – Arc Thermal Protective Value
3. NFPA – National Fire Protection Agency
4. g²m (gsm) – Grams per square meter

5. REQUIREMENTS

5.1 General requirements: ARC RATED AND FLAME-RESISTANT WINTER JACKETS

No.	DESCRIPTION	Yes / No	
a)	This specification calls for the supply of winter jackets for purposes of keeping electrical workers warm whilst not derogating from the minimum level of electrical arc flash protection provided at present.		
b)	Winter jackets are required for use over daily work wear:		
	• The jacket must be Unisex;		
	• The colour of the winter jacket must preferably be navy blue;		
	• The embroidery must have a rating of at least 12.4cal/cm ²		
	• The George Municipality Branding should be embroidered on the top left pocket;		
	• The jacket must be insulated with pre-shrunk hollow cotton fibre 135gsm which is made of non-flammable material;		
	• The seams must be triple needled;		
	• The jacket must have a fold away hood;		
	• Both sleeves must have reflective tape of at least 50mm;		

	<ul style="list-style-type: none"> The inner material must be tartan (or equivalent) lining and 100% cotton; and the outer covering must be pre-shrunk with 100% soft woven fabric; 		
	<ul style="list-style-type: none"> The winter jackets shall be rated an HRC 2 as per NFPA 70E – 2012 standards; 		
	<ul style="list-style-type: none"> The sleeve cuffs must have two non-conductive press studs at the end of the sleeve for size to be adjusted; 		
	<ul style="list-style-type: none"> The jacket must have one chest pocket and two side pockets; 		
c)	The arc withstand performance of the fabric shall originate from the inherent characteristics of the fabric prior to any treatments.		
d)	Size designations shall be compliant to SANS 434 (latest edition). <ul style="list-style-type: none"> S – Small M – Medium L – Large XL - Extra large 2XL – Double Extra large 3XL – Triple Extra large 4XL – Four times Extra large 		
e)	The Garments shall provide provision for male cut and for female cut.		
f)	The Garments shall have a stitched arc rated reflective tape on both arms.		
g)	Garment shall be navy blue in colour with George Municipality Branding on upper left pocket of the jacket.		
h)	A sample of the jacket to be supplied shall be made available on request, within 72hours.		

5.2 GENERAL REQUIREMENTS: TWO PIECE ARC RESISTANT RAIN SUIT

No.	DESCRIPTION	Yes / No	
a)	The Two-Piece Arc Resistant rain suit, shall be rated HRC 2 as per SANS 724, NFPA 70E		
b)	Both Jacket and Pants must have an ATPV Rating of at least 12.4 cal/cm ²		
c)	Both Jacket and Pants must be Acid and Flame Retardant		
d)	The following features of the Waist Length Jacket: <ul style="list-style-type: none"> Waist length jacket 3-piece hood-in-collar Two pockets with Velcro closures Mesh type ventilation system Velcro tab cuff adjusters 		
e)	The following features of the Elastic type Waist Rain Pants features: <ul style="list-style-type: none"> Fly front with snap Two pockets with Velcro closures (optional) Mesh type ventilation system Velcro tab wrist adjusters 		
f)	Both Jacket and Pants must have reflective tape at visible positions		
g)	Pants must be "Gender Specific", if possible.		
h)	Overall colour of both pants and jacket to be of a Neon visible type colour.		
i)	Size designations shall be compliant to SANS 434 (latest edition). <ul style="list-style-type: none"> S – Small M – Medium L – Large XL - Extra large 2XL – Double Extra large 		

	<ul style="list-style-type: none"> • 3XL – Triple Extra large 4XL – Four times Extra large 		
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6. TESTS

6.1 Routine Test

No.	DESCRIPTION	Yes / No	
a)	Visually examine each winter jacket for compliance with this specification.		
b)	Visually examine each rain suit for compliance with this specification.		

6.2 Compulsory type tests or equivalent

No.	DESCRIPTION	Yes / No	
a)	All tests as required by ASTM F1506 or IEC 61482-2;		
b)	Provision of arc test results (e.g. ASTM F1959, IEC 61482-1/2 or ASTM F2621) exclusively without the provision of the requirements of number a, shall be considered non-conforming to this specification;		
c)	ASTM F2621 or IEC 61482-1 (Method B) (state Edition used). Where the requirements above have been met, but where it does not meet the George Municipality: Electrotechnical Services requirements, may they at their discretion, allow a supplier to perform this test before finalizing its decision;		

7. MARKING AND PACKAGING

No.	DESCRIPTION	Yes / No	
a)	All labels shall be permanently secured such that they, including the marking, will outlast the expected service life of the garment.		
b)	The following information shall be included as a minimum on the label secured to the garment:		
	• The manufacturer's name or trademark;		
	• The batch number and the year of manufacture;		
	• The size designation;		
	• The arc rating designation;		
	• The expected service life.		
c)	The arc-rating designation applicable to the material shall be visibly indicated on the garment.		
d)	George Municipality branding shall be displayed on upper left of jacket.		

8. DOCUMENTATION

No.	DESCRIPTION	Yes / No	
a)	Documentation shall be submitted in a technical catalogue format.		

ANNEXURE F - TECHNICAL SECTIONS A AND B FOR ARC RATED WINTER JACKETS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input type="checkbox"/>
1.	6	Compliance to tests as required by AST F1506 or IEC 61482-2.	Required	
2.	6	Compliance to test as required by ASTM F2621 or IEC 61482-1 (Method B).	Required	
3.	7	Labelling and logos as stipulated.	Required	
4.	5.1 b)	Type of material/s Fabric weight (g/m ²)	Required	
5.	5	Type and material of fasteners: (buttons or hook and loop fasteners/ ZIP's/ Velcro).	Required	
6.	5.1 g	Reflective material sections (also state material type of reflective material used).	Required	
7.	5.1, 8	Style, design and catalogue number.	Required	
8.	5	Hood design.	Required	
9.	5.1 d	All Sizes as stated.	Required	
10.	5.1 h	Colour preferred navy blue.	Required	
11.	5.1 d	Jacket medium length to be appropriate with size. (Just below waist)	Required	
12.	6, 7	Confirmation to the following standards: <ul style="list-style-type: none"> • ASTM F1506 • IEC 61482-2, • SANS 1387-4, • SANS 1423-14, • SANS 1822, • SANS 10101, • SANS 1362, CE Mark Certification specifications.	Required	
13.	8	<ul style="list-style-type: none"> • Documentation supplied. 	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company: _____

ANNEXURE F - DEVIATION SECTION: FOR ARC RATED WINTER JACKETS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.

Item	Subclause of	Proposed deviation

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE F1 - TECHNICAL SECTIONS A AND B FOR TWO PIECE ARC RESISTANT RAIN SUIT

Section A: States Purchaser's (George Municipality) specific requirements
Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑ ☒
1.	5.2, 6	Compliance to requirements as stated in subsection 5.2 and 6.2	Required	
2.	5.2	Type of material/s Fabric weight (g/m ²)	Required	
3.	5.2	Type and material of fasteners: (buttons or hook and loop fasteners/ ZIP's/ Velcro).	Required	
4.	5.2	Reflective material sections (also state material type of reflective material used).	Required	
5.	5.2	Style, design and catalogue number.	Required	
6.	5	Hood design.	Required	
7.	5.2	All Sizes as stated.	Required	
8.	5.2	Colour preferred neon type Yellow, Lime, Orange etc.	Required	
9.	5.2 d	Jacket medium length to be appropriate with size. (Just below waist)	Required	
10.	6	Confirmation to the following standards: <ul style="list-style-type: none"> • ASTM F1506 • IEC 61482-2, • SANS 1387-4, • SANS 1423-14, • SANS 1822, • SANS 10101, • SANS 1362, CE Mark Certification specifications.	Required	
11.	8	Documentation supplied.	Yes	

(*) In Section B column, "use ticks ✓ or ✗" to confirm/not confirm adherence and not words like "Noted" or "TBA" etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company: _____

ANNEXURE F1 - DEVIATION SECTION: FOR TWO PIECE ARC RESISTANT RAIN SUIT

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.

Item	Subclause of	Proposed deviation

CATEGORY B - SCHEDULE OF PRICES AND QUANTITIES**CRITERIA 1 - ARC RATED WINTER JACKETS HRC 2**

Item	DESCRIPTION	Unit	Unit Price (Incl. 15% VAT)	Total Price
1.	Arc Rated Flame Resistant Winter Jackets (S) Compliance with Specification stated above.	1		
2.	Arc Rated Flame Resistant Winter Jackets (M) Compliance with Specification stated above.	1		
3.	Arc Rated Flame Resistant Winter Jackets (L) Compliance with Specification stated above.	1		
4.	Arc Rated Flame Resistant Winter Jackets (XL) Compliance with Specification stated above.	1		
5.	Arc Rated Flame Resistant Winter Jackets (XX L) Compliance with Specification stated above.	1		
6.	Arc Rated Flame Resistant Winter Jackets (XXX L) Compliance with Specification stated above.	1		
7.	Arc Rated Flame Resistant Winter Jackets (XXXX L) Compliance with Specification stated above.	1		
			Sub Total	

CATEGORY B - SCHEDULE OF PRICES AND QUANTITIES**CRITERIA 2 - FOR TWO PIECE ARC RESISTANT RAIN SUIT**

Item	DESCRIPTION	Unit	Unit Price (Incl. 15% VAT)	Total Price
1.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (S) Compliance with Specification stated above.	1		
2.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (M) Compliance with Specification stated above.	1		
3.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (L) Compliance with Specification stated above.	1		
4.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (XL) Compliance with Specification stated above.	1		
5.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (XX L) Compliance with Specification stated above.	1		
6.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (XXX L) Compliance with Specification stated above.	1		
7.	FOR TWO PIECE ARC RESISTANT RAIN SUIT (XXXX L) Compliance with Specification stated above.	1		
			Sub Total	

NOTE:

BIDDERS MUST QUOTE FOR ALL LINE ITEMS PER CATEGORY, FAILURE TO QUOTE AS STATED WILL RENDER THE BID NON-RESPONSIVE PER THE SPECIFIC CATEGORY.

Annex C

Local Content Declaration – Summary Schedule

(C1)	Tender No.	ENG028/2021: CATEGORY B				Note: VAT to be excluded from calculations
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange		Pula -	EU -	GBP -	
(C7)	Rate:					
	Specified local content %					

[illegible]

Signature of tenderer from Annex B:Date:

Annex D

1286.2011

SATS

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	ENG028/2021: CATEGORY B				<u>Note:</u> VAT to be excluded from calculations	
(D2)	Tender description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula -	EU -	GBP -			

E. Exempted imported content

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R.....	
										This total must correspond with Annex C-C21	

F. 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 as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by Tenderer										R.....	

Annex D (contd.)

G. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				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
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
(D45) Total imported value by 3rd party											R.....	

H. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

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

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

Summary of payments
Local value of payments
(D51)
R.....
R.....
This total must correspond with Annex C – C23.

Signature of tenderer from Annex B:

Date:

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	ENG028/2021: CATEGORY B
(E2)	Tender	
(E3)	description:	
(E4)	Designated	
(E5)	product(s)	
	Tender Authority:	
	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R.....
(E10) [REDACTED]	(Tenderer's manpower cost)		R.....
(E11) [REDACTED]	(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....
(E12) [REDACTED]	(Marketing, insurance, financing, interest, etc)		R.....
	(E13) Total local content		R.....
			This total must correspond with Annex C – C24

TENDER NUMBER: ENG028/2021
TENDER FOR THE SUPPLY AND DELIVERY OF ARC RATED AND GENERAL PPE, AS
AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

1. CATEGORY C

EVALUATION CRITERIA 1 – Other General PPE

REQUEST FOR BIDS FOR SUPPLY & DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (Other General)		
<u>MANDATORY REQUIREMENTS</u>		
1.	Local content Annexure C – E to be completed in full, failure to complete the local content may result in your bid being non- responsive.	
2.	Section B in each Annexure to be completed in full and answered according to section A of that particular annexure, failure to complete the technical section as indicated, may result in your bid being non- responsive.	
3.	BOQ's selected to be priced in full, failure to complete the BOQ's in full may result in your bid being non – responsive. Distributors to provide a letter of agreement from the manufacturer, failure to provide the agreement from the manufacture may also result in the bid being considered non – responsive.	
<u>TECHNICAL INFORMATION</u>		TICK THE APPLICABLE BOX FOR EACH LINE ITEM
1.	Type Test Provide a signed type test report for Arc rated flash suit from an accredited body	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
2.	ISO Requirements Provide a valid ISO 9001 certificate from the manufacturer	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
3.	Lead time for delivery	
	2 - 4 weeks	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	5 - 7 weeks	Yes <input type="checkbox"/> No <input type="checkbox"/>
	More than 7 weeks	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
4.	Contactable References Provide a minimum of 3 contactable references of similar work done on a signed company letterhead /appointment letter relevant to: <ul style="list-style-type: none"> Scope Value of contract If these two (02) items are not included in the references or letter of appointment the document may be regarded as non-responsive.	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
5.	SABS/SANS/CE Mark Provide a SABS/SANS/CE certificate for arc rated flash suit from the manufacturer	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
6.	Verification Samples of tested arc rated garments as required upon request. (Will be returned)	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
PRICE		
PRICE		80
B-BBEE		
B-BBEE		20

1. INTRODUCTION

George Municipality: Electrotechnical Services employees routinely carry out work in close proximity to electrical equipment. Whilst every possible safety precaution has been followed to mitigate any risk of injury, the employer shall provide suitable personal protective equipment (PPE) to his employees that is necessary to perform their duties relatively safe as possible, simultaneously being comfortable enough not to restrict movement or cause discomfort.

2. SCOPE

This specification covers George Municipality: Electrotechnical Services requirements for general PPE in accordance with the requirements of Occupational Health and Safety Act, General Safety Regulations, Point 2 – Personal Safety Equipment and Facilities.

3. NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid.

All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below:

1. “ISO 9001 Certified” means an organization has met the requirements in ISO 9001, which defines an ISO 9001 Quality Management System (QMS);
2. SANS 724 – Personal protective equipment and protective clothing against the thermal hazards of electric arc flash.
3. SANS 434 - General protective clothing
4. SANS 1404 - Eye-protectors for industrial and non-industrial use
5. SANS 60903 - Gloves and mitts of insulating material for live work

4. DEFINITIONS AND ABBREVIATIONS WITH ADDITIONAL REQUIREMENTS

Meta-aramid fibres- Any class of strong, heat-resistant synthetic fibres must be used to construct inherently arc rated material for use, in Personal Protective Equipment (PPE).

1. HRC - Hazard Risk Category;
2. APTV – Arc Thermal Protective Value;
3. All George Municipality logo's and branding on PPE, must adhere to the HRC as per set out in SANS 724;
4. g²m (gsm) – Grams per square meter;
5. cal/cm² - Calories per Centimeter Squared.

5. REQUIREMENTS

5.1 GENERAL REQUIREMENTS: TWO PIECE ARC RESISTANT OVERALL

No.	DESCRIPTION	Yes / No	
a)	The Two-Piece Arc Resistant Overall shall be rated HRC 2 as per SANS 724		
b)	Both Jacket and Pants must have an ATPV Rating of at least 12.4 cal/cm ²		
c)	Both Jacket and Pants must be Acid and Flame Retardant		

d)	The fabric to be used should be at least 88% Cotton and 12% Nylon		
e)	The thread must be Flame Retardant;		
f)	The rib cuffing must be knitted and Flame Retardant		
g)	The side seams must be triple needled		
h)	Both Jacket and Pants must have reflective tape of 50mm		
i)	Both Pants and Jacket must have side swing pockets		
j)	The embroidery on both Jacket and Pants must have a rating of at least 12.4cal/cm ²		
k)	Pants must be "Gender Specific".		
l)	Municipal emblem must be printed on top left pocket of jacket.		

5.2 GENERAL REQUIREMENTS: ONE PIECE ARC RESISTANT OVERALL

No.	DESCRIPTION	Yes / No	
a)	The Two-Piece Arc Resistant Overall shall be rated HRC 2 as per SANS 724.		
b)	The overall must have an ATPV Rating of at least 12.4cal/cm ²		
c)	The entire suit must be Acid and Flame Retardant		
d)	The fabric to be used should be at least 88% Cotton and 12% Nylon		
e)	The thread throughout the entire suit must be Flame Retardant		
f)	The side seams must be triple needled		
g)	The rib cuffing must be knitted and Flame Retardant		
h)	The suit must have three jacket pockets with a mitred flap and side swing pockets on the pants		
i)	The embroidery on both jacket and pants must have a rating of at least 12.4cal/cm ²		
j)	The suit must have a 50mm Flame Retardant Reflective Tape on both arms and legs		
k)	The Municipal emblem must be printed on top left pocket of overall.		
l)	Design must be gender specific if possible.		

5.3 Tests for 5.1 and 5.2

No.	DESCRIPTION	Yes / No	
a)	All tests shall be done in accordance to (equivalent tests and standards are acceptable):		
	• SANS 434		
	• IEC 61482-1-1, 2		
	• NFPA 2112		
	• SANS 724		
	• ASTM F1959		

• ASTM F2621-12		
• EN 11611:2015		
• EN 11612:2015		
• EN 61482-1-2:2014		

5.4 GENERAL REQUIREMENTS: SAFETY BOOTS

No.	DESCRIPTION	Yes / No	
a)	Must be water, oil, slip and electrical shock (up to 20kV) resistant.		
b)	Must be an easy slip-on boot and / or shoelace		
c)	Application to be used in an industrial environment, electrical maintenance etc.		
d)	Gender Specific (shoe type and Ankle boot)		
e)	The upper material of the boot must be made of full grain leather elastic side gussets for ease of entering and exiting the boot and must have two pull straps;		
f)	The lining must be anti-static, anti-bacterial, needle-fibred vamp lining for perspiration absorbency, non-woven in a sock for flexibility, with anti-microbial properties;		
g)	The mid-sole must have a shank reinforcement for arch support and an anti-penetration sole and be removable for future replacement when needed, puncture resistant;		
h)	Toe-cap: light weight, non-metallic/magnetic, withstand an impact load of 200 joules;		
i)	The sole must have a double density PU/PU (Heat Resistant up to 300°C);		
j)	If possible, arrangements with local distributors/suppliers in George, for the possibility of upgrading the safety boots where employee will pay the difference.		

5.5 Tests for 5.4

No.	DESCRIPTION	Yes / No	
a)	Tested for electric shock resistance (dry conditions) up to 20kV.		
b)	Tests comply with below (equivalent tests and standards are acceptable):		
	• SABS Approved;		
	• SANS 20345: 2014 – ISO 20345: 2011		
	• SANS 20347: 2014 – ISO 20347: 2012		

5.6 GENERAL REQUIREMENTS: GUM BOOTS (WATER BOOTS)

No.	DESCRIPTION	Yes / No	
a)	Must have a non-metallic toe cap.		
b)	The boot must have PVC uppers for optimum flexibility and abrasion resistance.		

c)	The sole of the boot must be made of PVC/ Nitrile for durability and protection against fats, oils and chemicals (acid resistant etc).		
d)	The cleated sole design must provide SRA level slip resistance and maximum soil release.		
e)	The boot must have a nylon liner which will allow for easy cleaning and quick drying for maximum hygiene.		
f)	The boot must have an optimal toe-spring for ease of walking and kneeling.		
g)	The boot must have a moulded cushion insole to enhance comfort and reduce fatigue.		
h)	The boot must have a fur liner for warmth and comfort in cold environments.		

5.7 Tests for 5.6

No.	DESCRIPTION	Yes / No	
a)	SABS Approved and/ or CE certified		

5.8 General requirements: REFLECTOR JACKETS

No.	DESCRIPTION	Yes / No	
a)	The jacket must be made of Poly-cotton 125gsm material and 100% Polyester solid lime fabric;		
b)	The jacket must have a TS50 silver reflective open bead tape which is at least 50mm;		
c)	It should be water washable;		
d)	The Municipal emblem must be printed on top left pocket: The name "Electrotechnical Services" to be printed at the back of reflector jacket.		

5.9 Tests for 5.8

No.	DESCRIPTION	Yes / No	
a)	Both fabric and tape must conform to SANS 50471.		

5.10 GENERAL REQUIREMENTS: WORK SHIRTS (LONG SLEEVES)

No.	DESCRIPTION	Yes / No	
a)	Must be water washable;		
b)	Must have excellent breathability – absorb sweat and moisture;		
c)	Must have thermal effects from electric arc flash flames and flash fires;		
d)	Must have cotton comfort, Cool in summer and Warm in winter;		
e)	Fabric must be permanently flame retardant, ultra-soft double pre-shrunk, 305g/m ²		
f)	Must have two breast pockets with buttons;		

g)	Must have an ATPV rating of 12.4cal/cm ² and CAT 2;		
h)	Must be unisex, and available in different sizes – samples to be given on request;		
i)	The Municipal emblem must be printed on top left pocket of Work shirt.		

5.11 Tests for 5.10

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below (equivalent tests and standards are acceptable):		
	• NFPA 70E; 1977; 2112;		
	• ASTM F1506;		
	• CGSB 155.20;		
	• OSHA 1910.269;		
	• EN 340;		
	• EN ISO; 11612;		
	• IEC 61482-1-1;		
	• OEKO TEX STD. 100;		
	• ASTM F1959.		

5.12 GENERAL REQUIREMENTS WORK T-SHIRTS (LONG SLEEVES)

No.	DESCRIPTION	Yes / No	
a)	Must have a shirt collar design, similar or equivalent to Golf/Polo type;		
b)	Must have natural feel, comfortable and soft design, similar or equivalent to VXS blend;		
c)	Must be breathable with good moisture management;		
d)	Must have open cuffs;		
e)	Must be anti-static and flame resistant;		
f)	Must be unisex, and available in different sizes – samples to be given on request;		
g)	The Municipal emblem must be printed on top left pocket of T-shirt.		

5.13 Tests for 5.12

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below or equivalent:		
	• IEC 61482-1-1:2009;		
	• IEC 61482:2009;		
	• IEC 61482-1-2:2007;		

	• EN ISO 11612:2015;		
	• EN 1149-5:2009;		
	• BS EN 1149-5:2008;		
	• EN ISO 11612:2015.		

General requirements: SPECTACLES

No.	DESCRIPTION	Yes / No	
a)	It should have a full front and side protection;		
b)	The frame must be 100% Polycarbonate;		
c)	The lens must be 2.2mm Polycarbonate 100% UV Protection and optically correct;		
d)	The coating must be anti-scratch and anti-fog;		
e)	It should be able to withstand an impact of a 6.5mm steel ball travelling at a speed of 162km per hour;		
f)	Must be chemical resistant;		
g)	Must be fumes resistant.		

5.14 Tests for 5.14

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below:		
	• CE EN 166-1F or equivalent.		

5.15 GENERAL REQUIREMENTS: NITRILE DISPOSABLE GLOVES

No.	DESCRIPTION	Yes / No	
a)	Must have good density;		
b)	Must be very flexible;		
c)	Must have a high cut protection and abrasion level;		
d)	Must have good grip in dry environment;		
e)	Must be liquid proof;		
f)	Must be ideal for heavy duty jobs;		
g)	Must be fully textured for a firm safe grip in both wet and dry environments;		
h)	Must be silicone free.		

5.16 Tests for 5.16

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below:		
	<ul style="list-style-type: none"> SANS and/or SABS approved. 		

5.17 GENERAL REQUIREMENTS: PVC GLOVES

No.	DESCRIPTION	Yes / No	
a)	The gloves should be very resistant to abrasion and chemicals;		
b)	The gloves should be fully coated and waterproof;		
c)	The gloves should be 100% PVC Vulcanized and coated on jersey cotton support;		
d)	The length should be at least be 35mm and thickness at least 0.9mm;		
e)	Must have a suitable container/bag for storage purposes.		

5.18 Tests for 5.18

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below:		
	<ul style="list-style-type: none"> Conforms to CE 0624 and/or SABS approved. 		

5.19 GENERAL REQUIREMENTS: WELDING GLOVES

No.	DESCRIPTION	Yes / No	
a)	Elbow length should be at least 35cm;		
b)	Premium quality split cow leather should be used;		
c)	The glove must have a wing thumb and full cotton liner;		
d)	It should offer thermal protection up to 400 degrees Celsius;		
e)	Glove should be leather padded;		
f)	Must have a suitable container/bag for storage purposes.		

5.20 Tests for 5.20

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with below:		
	<ul style="list-style-type: none"> EN 388:2003; 		
	<ul style="list-style-type: none"> EN 407 or equivalent to latest edition and/or SABS approved. 		

5.20.1 GENERAL REQUIREMENTS WELDING APRON + WELDING SPATS/FLAPS

No.	DESCRIPTION	Yes / No	
a)	Welding apron must be made of chrome leather (industrial type)		
b)	Welding apron dimensions must be 600cm x 120cm or similar.		
c)	Welding apron must have adequate heat insulation, with spark and fireproof.		
d)	Must have an adjustable metal buckle on cord around body		
e)	Fire and Spatter proof ankle spats.		
f)	Chrome leather welders' spats ankle length with Metal Buckles to adjust around the boot		

5.23 Tests for 5.22

No.	DESCRIPTION	Yes / No	
a)	SABS Approved or equivalent standards		

5.24 GENERAL REQUIREMENTS WELDING HELMET + HAND-HELD WELDING HELMET

No.	DESCRIPTION	Yes / No	
a)	Must not have the classic front flip design, rather industrial type Auto darkening design helmet.		
b)	Lens must have auto darkening properties, and UV/IR protection, with suitable and acceptable optimal viewing area.		
c)	Lens must have a suitable quick switching speed (clear to dark) as soon as you begin welding.		
d)	Solar powered cells with battery assist to provide power high quality auto darkening.		
e)	Automatic power on/off with adjustable delay time.		
f)	Dark shade range set 5 – 13.		
g)	Helmet must be adjustable for purposes of welding, cutting and grinding.		
h)	Hand-held Welding Helmet - Robust hand-held welding shield with replaceable shade 10 glass lens for welding radiation protection and clear glass lens for spatter protection.		
i)	Must have a suitable container/bag for storage purposes.		

5.25 Tests for 5.24

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with SABS Approved and Conforms below:		
	• EN 166;		
	• EN 169;		
	• EN 175 or equivalent to latest edition and/or SABS approved.		

5.26 GENERAL REQUIREMENTS CRICKET-TYPE SUN HATS

No.	DESCRIPTION	Yes / No	
a)	Must be made of heavy brushed cotton		
b)	Must have either a wide or oversize wide brim		
c)	Must have metal eyelets		
d)	Must have a cord with slide toggle		
e)	Must be navy blue in colour.		

5.27 Tests for 5.26

No.	DESCRIPTION	Yes / No	
a)	Tests must comply with SABS Approved and Conforms below:		
	• For effective UV protection against the sun's rays;		

5.28 General requirements Earplugs

No.	DESCRIPTION	Yes / No	
a)	Must have dirt-repellent earplug surface and a cord		
b)	Must be easy to clean and be re-usable		
c)	Must be able to be stored in a box for hygiene purposes		
d)	The material the plug should be made of must be Thermoplastic Elastomers		
e)	The material the cord should consist of must be Polypropylene or Polyester		

5.29 Tests for 5.28

No.	DESCRIPTION	Yes / No	
a)	Conforms to EN352-2;		
b)	SABS Compliant		

5.30 General requirements Disposable Dust Mask

No.	DESCRIPTION	Yes / No	
a)	Must provide protection against solid particles and non-volatile liquids		
b)	Must protect against aerosols, fog and smoke		
c)	Must provide superior level of filtration		
d)	Must be able to reduce hot air build-up and provide easy breathing in hot and humid conditions		
e)	Must have a traditional convex shape, with nose clip and twin strap design		
f)	Must be easy for use		

5.31 Tests for 5.30

No.	DESCRIPTION	Yes / No	
a)	SABS approved		

5.32 General requirements Fully fitted Forestry Safety Helmet (clear polycarbonate Visor, Earmuffs incl. etc.)

No.	DESCRIPTION	Yes / No	
a)	Must have a rain channel to direct rain away from wearers face		
b)	Must be of suitable fit for use with chainsaw type operated machinery.		
c)	Must have universal slots to enable firm fitting of a suitable tight fit contour ear defenders and a range of suitable and related safety visors for complete above the head protection.		
d)	Must be easy to deploy with a 4-in-1 design that protects your head, face, and both ears.		
e)	Must have a suitable slip ratchet or similar.		
f)	Terylene or similar webbing mould		
g)	PACKAGE CONTENTS should include: (1) bright green/orange protective helmet, (2) earmuffs – pair, (1) polycarbonate visor, (1) metal mesh visor, and easy-to-read assembly instructions for convenience.		

5.33 Tests for 5.32

No.	DESCRIPTION	Yes / No	
a)	Conforms to EN 397;		
b)	EN 50365;		
c)	EN 352-3;		
d)	EN 1737,		
e)	CE approved.		

5.34 General requirements Forestry Universal Overall

No.	DESCRIPTION	Yes / No	
a)	Must be made of breathable material that is comfortable to wear, such as Anthracite or similar.		
b)	Must be in clearly visible colours		
c)	Must be able to be protected against cuts		
d)	Must be able to have freedom of movement in the seat and crotch, kidney protection, thorn protection both on the front and rear part of the leg area		
e)	Must have ventilation on the back of the upper thighs		
f)	Must be water washable		
g)	The outer material must be made of elastic fabric		
h)	Must have reflector tape of about 50mm on both legs of pants		
i)	The Municipal emblem must be printed on top left pocket or at the back of overall.		

5.35 Tests for 5.34

No.	DESCRIPTION	Yes / No	
a)	Conforms to EN 381 or equivalent		

5.36 General requirements Forestry Chainsaw Boots

No.	DESCRIPTION	Yes / No	
a)	Boot must be made of high-quality full grain leather		
b)	Boot must have high grip soles and breathable textile lining		
c)	Boot must be able to protect against moisture, wear and abrasion		
d)	Boot must have a protection level of Class 1		

e)	Toe-cap: light weight, non-metallic/magnetic protection.		
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5.37 Tests for 5.36

No.	DESCRIPTION	Yes / No	
a)	Conforms to EN20345 S2 or equivalent		

5.38 General requirements Snake Leg Bite Protectors

No.	DESCRIPTION	Yes / No	
a)	Must be water resistant and lightweight.		
b)	The outer shell must be made of an authentic 500D Cordura/equivalent type material with a double acrylic coating.		
c)	The inner shell must have two layers of Kevlar/equivalent type micro filament yarn material.		
d)	Material must be finely woven that will render exceptional protection against fragmentation with an anti-stab capability.		
e)	Must be one size fits all (Customizable) with metatarsal protection if possible.		
f)	Must be adjustable and have a Zipper at the back and have a loop for a shoelace to fit through on the underside.		
g)	Length must be 40cm or provide complete protection from snake bites from the knee down to the lower foot.		
h)	Colour will be specified (please list the colour variety).		

5.39 Tests for 5.38

No.	DESCRIPTION	Yes / No	
a)	SABS Approved and Health and Safety standards as required by mines and similar industries where employees are potentially exposed to snake bites.		

5.40 General requirements Kidney Belts (Tool belt)

No.	DESCRIPTION	Yes / No	
a)	Belt must have multiple pockets and loops for storage		
b)	Belt must be rivet reinforced for durability		
c)	Belt must have a large main pocket and smaller front pocket for parts and tools		
d)	Belt must have a handle and a removable, adjustable shoulder strap for convenient transport.		
e)	Belt must be made of 600D combined fabric or equivalent		
f)	Belt size must be about 27 x 22 x 9cm		

g)	Belt must be able to bare load of 15kg		
----	--	--	--

5.41 Tests for 5.40

No.	DESCRIPTION	Yes / No	
a)	SABS Approved		

5.42 General requirements Sunscreen Lotion/Spray

No.	DESCRIPTION	Yes / No	
a)	Must provide highly effective UVA/UVB protection with SPF 30+ rating		
b)	Protects immediately against sunburn and premature skin aging		
c)	Must support skin barrier by preventing skin from moisture loss		
d)	Must be water resistant		

5.43 Tests for 5.42

No.	DESCRIPTION	Yes / No	
a)	SABS Approved		

5.44 General requirements for All purpose Working Gloves

No.	DESCRIPTION	Yes / No	
a)	Application for general work		
b)	General hand protection		
c)	Gender - Unisex		
d)	Size – Small until Extra Large		
e)	Closure Style: Strap-on		
f)	Feature and Benefits:		
	• Comfortable fit;		
	• Adjustable strap wrap;		
	• Good wear resistance;		
	• Suitable comfort panels between fingers;		

5.45 Tests for 5.44

No.	DESCRIPTION	Yes / No	
a)	Conforms to SANS / SABS Compliant		

6. MARKING AND PACKAGING

6.1 All labels shall be permanently secured such that they, including the marking, will outlast the expected service life of the garment.

6.2 The following information shall be included as a minimum on the label secured to the garment:

- a) The manufacturer's name or trademark;
- b) The batch number and the year of manufacture;
- c) The size designation;
- d) The arc rating designation;
- e) The expected service life

6.3 The arc-rating designation applicable to the material shall be visibly indicated on the garment.

6.4 George Municipality branding shall be displayed on upper left of jacket.

7. DOCUMENTATION

Documentation/ product prospectus shall be submitted in a technical catalogue format.

ANNEXURE G - TECHNICAL SECTIONS A AND B FOR TWO PIECE ARC RESISTANT OVERALL

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.3	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.3	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.1 k	Labelling and logos as stipulated.	Required	
4.	5.1	Type of material/s and fabrics.	Required	
5.	5.1	Type and material of fasteners (buttons or hook and loop fasteners/ ZIP's/ Velcro)	Required	
6.	5.1	All Sizes must be supplied (S, M, L, XL, XXL, 3XL etc.)	Required	
7.	5.1	Colour preferred navy blue.	Required	
8.	5.1	Jacket length sizes supplied must equally match up with pants, or independently according to sizes (S, M, L, XL etc.)	Required	
9.	5.1 h	Reflective material sections (also state material type of reflective material used).	Required	
10.	5.1	Style, design and catalogue number.	Required	
11.	5.1 i, k	Pants design.	Required	
12.	5.3	Confirmation to tests.	Required	
13.	7	Documentation supplied Yes / No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE G - DEVIATION SECTION: FOR TWO PIECE ARC RESISTANT OVERALL

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE H - TECHNICAL SECTIONS A AND B FOR ONE PIECE ARC RESISTANT OVERALL

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.3	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.3	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.2 k	Labelling and logos as stipulated.	Required	
4.	5.2	Type of material/s and fabrics.	Required	
5.	5.2	Type and material of fasteners (buttons or hook and loop fasteners/ ZIP's/ Velcro).	Required	
6.	5.2 j	Reflective material sections (also state material type of reflective material used).	Required	
7.	5.2	Style, design and catalogue number.	Required	
8.	5.2 l	Pants design.	Required	
9.	5.2	All Sizes must be supplied (S, M, L, XL, XXL, 3XL etc.).	Required	
10.	5.2	Colour preferred navy blue.	Required	
11.	5.3	Confirmation to tests.	Required	
12.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE H - DEVIATION SECTION: FOR ONE PIECE ARC RESISTANT OVERALL

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer’s Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE I - TECHNICAL SECTIONS A AND B FOR SAFETY BOOTS

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.5	Compliance to tests as required, or with latest revisions thereof	Required	
2.	5.4, 5.5	Samples to be provided for evaluation purposes upon request.	Required	
3.	5.4	Type of material/s and fabrics with specifics	Required	
4.	5.4 b	Type and material of fasteners	Required	
5.	5.4	Style, design and catalogue number	Required	
6.	5.4	All Sizes must be supplied for gender specific needs	Required	
7.	5.4	Colour preferred black, brown or specified	Required	
8.	5.5	Confirmation to tests.	Required	
9.	5.4 j	Would be preferred for such arrangements with local distributors/suppliers.	Required	
10.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company: _____

ANNEXURE I - DEVIATION SECTION: FOR SAFETY BOOTS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE J - TECHNICAL SECTIONS A AND B FOR GUM BOOTS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.7	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.6, 5.7	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.6	Type of material/s and fabrics with specifics	Required	
4.	5.6	Style, design and catalogue number	Required	
5.	5.6	All Sizes must be supplied generic for both gender needs (non-gender specific)	Required	
6.	5.6	Colour preferred black or specified	Required	
7.	5.7	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE J - DEVIATION SECTION: FOR GUM BOOTS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE K - TECHNICAL SECTIONS A AND B FOR REFLECTOR JACKETS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.9	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.8, 5.9	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.8 a, b	Type of material/s and fabrics with specifics	Required	
4.	5.8, 5.8 d	Style, design (Zip line or Velcro etc) and catalogue number	Required	
5.	5.8	All Sizes must be supplied generic for both gender needs (non-gender specific)	Required	
6.	5.8	Colour preferred neon green or orange	Required	
7.	5.9	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE K - DEVIATION SECTION: FOR REFLECTOR JACKETS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer’s Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE L - TECHNICAL SECTIONS A AND B FOR WORK SHIRTS (LONG SLEEVES)

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.11	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.11	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.10 i	Labelling and logos as stipulated	Required	
4.	5.10 d	Type of material/s and fabrics	Required	
5.	5.10 f	Type and material of fasteners (buttons)	Required	
6.	5.10 f, h	Style (Long or short sleeve), design and catalogue number	Required	
7.	5.10	All Sizes must be supplied (S, M, L, XL, XXL, 3XL etc.)	Required	
8.	5.10	Colour preferred navy blue or specified	Required	
9.	5.11	Confirmation to tests.	Required	
10.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE L - DEVIATION SECTION: FOR WORK SHIRTS (LONG SLEEVES)

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE M - TECHNICAL SECTIONS A AND B FOR WORK T-SHIRTS (LONG SLEEVES)

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.13	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.13	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.12 g	Labelling and logos as stipulated	Required	
4.	5.12 c, d	Type of material/s and fabrics	Required	
5.	5.12 a, f	Style (Long or short sleeve), design and catalogue number	Required	
6.	5.12	All Sizes must be supplied (S, M, L, XL, XXL, 3XL etc.)	Required	
7.	5.12	Colour preferred navy blue or specified	Required	
8.	5.13	Confirmation to tests.	Required	
9.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE M - DEVIATION SECTION: FOR WORK T-SHIRTS (LONG SLEEVES)

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE N - TECHNICAL SECTIONS A AND B FOR SPECTACLES

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.15	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.14, 5.15	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.14 b, c	Type of material/s and fabrics with specifics	Required	
4.	5.14 a, d, f, g, 7	Style, design and catalogue number	Required	
5.	5.14	One Size fits all must be supplied generic for both gender needs (non-gender specific)	Required	
6.	5.14	Colour preferred black, neon green or orange or specified	Required	
7.	5.15	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE N - DEVIATION SECTION: FOR SPECTACLES

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE O - TECHNICAL SECTIONS A AND B FOR NITRILE DISPOSABLE GLOVES

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.17	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.16, 5.17	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.16	Type of material/s and fabrics with specifics	Required	
4.	5.16	Style, design and catalogue number	Required	
5.	5.16	Provided in boxes with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.16	Colour preferred white, blue, green or specified	Required	
7.	5.17	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE O - DEVIATION SECTION: FOR NITRILE DISPOSABLE GLOVES

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE P - TECHNICAL SECTIONS A AND B FOR PVC GLOVES

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.19	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.18, 5.19	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.18	Type of material/s and fabrics with specifics	Required	
4.	5.18	Style, design and catalogue number	Required	
5.	5.18 e	Provided in suitable container/bag with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.18	Colour preferred white, blue, green or specified	Required	
7.	5.19	Confirmation to tests.	Required	
8.	10	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE P - DEVIATION SECTION: FOR PVC GLOVES

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE Q - TECHNICAL SECTIONS A AND B FOR WELDING GLOVES

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.21	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.20, 5.21	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.20 b, c, d, e	Type of material/s and fabrics with specifics	Required	
4.	5.20 a, d, e	Style, design and catalogue number	Required	
5.	5.20 f	Provided in suitable container/bag with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.20	Colour preferred, blue, green, white or specified	Required	
7.	5.21	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE Q - DEVIATION SECTION: FOR WELDING GLOVES

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE R - TECHNICAL SECTIONS A AND B FOR WELDING APRON + WELDING SPATS/FLAPS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.23	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.22, 5.23	Compliance to tests as required in or with latest revisions thereof. Sample to be provided for evaluation purposes as per request.	Required	
3.	5.22	Type of material/s and fabrics with specifics	Required	
4.	5.22	Style, design and catalogue number (both apron and Welding spats/flaps)	Required	
5.	5.22 b, f	Provided in suitable container/bag with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.22	Colour preferred, blue, green, white or specified	Required	
7.	5.23	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE R - DEVIATION SECTION: FOR WELDING APRON + WELDING SPATS/FLAPS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE S - TECHNICAL SECTIONS A AND B FOR WELDING HELMET + HAND-HELD WELDING HELMET

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input type="checkbox"/>
1.	5.25	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.24, 5.25	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.24	Type of material/s and fabrics with specifics	Required	
4.	5.24	Style, design and catalogue number (both Welding helmet + Hand- held helmet)	Required	
5.	5.24 b, f, i	Provided in suitable container/bag with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.24	Colour preferred, blue, green, white or specified	Required	
7.	5.25	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company:

ANNEXURE S - DEVIATION SECTION: FOR WELDING HELMET + HAND-HELD WELDING HELMET

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE T - TECHNICAL SECTIONS A AND B FOR CRICKET-TYPE SUN HATS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input type="checkbox"/>
1.	5.27	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.26, 5.27	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.26 a	Type of material/s and fabrics with specifics	Required	
4.	5.26 a, b, c, d	Style, design and catalogue number	Required	
5.	5.26 b	Provided in suitable container/bag with Sizes (S, M, L, XL etc.) supplied generic for both gender needs (non-gender specific)	Required	
6.	5.26 e	Colour preferred, blue, denim or specified	Required	
7.	5.27	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters
Signature

Full name of company: _____

ANNEXURE T - DEVIATION SECTION: FOR CRICKET-TYPE SUN HATS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE U - TECHNICAL SECTIONS A AND B FOR EARPLUGS

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.29	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.28, 5.29	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.28 a, d, e	Type of material/s and fabrics with specifics	Required	
4.	5.28 a, b, c, d, e	Style, design and catalogue number	Required	
5.	5.28 b, c	Provided in suitable container/bag supplied generic for both gender needs (non-gender specific)	Required	
6.	5.28	Colour preferred, neon type or specified	Required	
7.	5.29	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE V - DEVIATION SECTION: FOR EARPLUGS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE W - TECHNICAL SECTIONS A AND B FOR DISPOSABLE DUST MASK

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.31	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.30, 5.31	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.30	Type of material/s and fabrics with specifics	Required	
4.	5.30	Style, design and catalogue number	Required	
5.	5.30	Provided in suitable container/bag supplied generic for both gender needs (non-gender specific)	Required	
6.	5.30	Colour preferred, white or specified	Required	
7.	5.30	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE W - DEVIATION SECTION: FOR DISPOSABLE DUST MASK

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE X - TECHNICAL SECTIONS A AND B FOR FULLY FITTED FORESTRY SAFETY HELMET (CLEAR POLYCARBONATE VISOR, EARMUFFS INCL. ETC.)

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.33	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.32, 5.33	Compliance to tests as required or with latest revisions thereof. Sample provided for evaluation purposes	Required	
3.	5.32 f, g	Type of material/s and fabrics with specifics	Required	
4.	5.32	Style, design and catalogue number	Required	
5.	5.32 g	Provided in suitable container/bag supplied generic for both gender needs (non-gender specific)	Required	
6.	5.32	Colour preferred, bush/bright green or specified	Required	
7.	5.33	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

**ANNEXURE X - DEVIATION SECTION: FOR FULLY FITTED FORESTRY SAFETY
HELMET (CLEAR POLYCARBONATE VISOR, EARMUFFS INCL. ETC.)**

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE Y - TECHNICAL SECTIONS A AND B FOR FORESTRY UNIVERSAL OVERALL

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input type="checkbox"/>
1.	5.35	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.34, 5.35	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.34 a, c,	Type of material/s and fabrics with specifics	Required	
4.	5.34	Style, design and catalogue number	Required	
5.	5.34 i	Labelling and logos as stipulated	Required	
6.	5.34 g	Provided in suitable container/bag supplied generic for both gender needs (non-gender specific)	Required	
7.	5.34	Colour preferred, bush/bright green or specified	Required	
8.	5.35	Confirmation to tests.	Required	
9.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE Y - DEVIATION SECTION: FOR FORESTRY UNIVERSAL OVERALL

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE Z - TECHNICAL SECTIONS A AND B FOR FORESTRY CHAINSAW BOOTS

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.37	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.36, 5.37	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.36 a, b, c	Type of material/s and fabrics with specifics	Required	
4.	5.36 a, b, c	Type and material of fasteners	Required	
5.	5.36	Style, design and catalogue number	Required	
6.	5.36	All Sizes must be supplied with gender specific needs in mind.	Required	
7.	5.36	Colour preferred black, brown, bush green or specified	Required	
8.	5.37	Confirmation to tests.	Required	
9.	5.36	Would be preferred for such arrangements with local distributors/suppliers.	Required	
10.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEXURE Z - DEVIATION SECTION: FOR FORESTRY CHAINSAW BOOTS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE AA - TECHNICAL SECTIONS A AND B FOR SNAKE LEG BITE PROTECTORS

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.38	Compliance to tests as required or with latest revisions thereof.	Required	
2.	5.38, 5.39	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.38	Type of material/s and fabrics with specifics	Required	
4.	5.38 c, e,	Type and material of fasteners	Required	
5.	5.38	Style, design and catalogue number	Required	
6.	5.38 e, f, g	All Sizes must be customizable with adequate protection.	Required	
7.	5.38	Colour preferred Khaki, brown, bush green or specified	Required	
8.	5.39	Confirmation to tests.	Required	
9.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✗” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____
Name in block letters

Signature

Full name of company:

ANNEX AA - DEVIATION SECTION: FOR SNAKE LEG BITE PROTECTORS

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE BB - TECHNICAL SECTIONS A AND B FOR KIDNEY BELTS (TOOL BELT)

Section A: States Purchaser's (George Municipality) specific requirements

Section B: Guarantees and technical particulars of equipment offered

(Bidder/Supplier/Manufacturer)

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.40	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.40, 5.41	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.40	Type of material/s and fabrics with specifics	Required	
4.	5.40 d, e	Type and material of fasteners	Required	
5.	5.40	Style, design and catalogue number	Required	
6.	5.40 d	All Sizes must be customizable with adequate protection and support.	Required	
7.	5.40	Colour preferred brown, blue or specified	Required	
8.	5.41	Confirmation to tests.	Required	
9.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE CC - DEVIATION SECTION: FOR KIDNEY BELTS (TOOL BELT)

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE DD - TECHNICAL SECTIONS A AND B FOR SUNSCREEN LOTION/SPRAY

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
1.	5.42	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.42, 5.43	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.42 a, d	Type of material/s and fabrics with specifics	Required	
4.	5.42	Style, design and catalogue number	Required	
5.	5.42	Provided in suitable packaging	Required	
6.	5.42	Spray preferred, but lotion accepted	Required	
7.	5.43	Confirmation to tests.	Required	
8.	7	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number:

Tenderer's Authorised Signatory: _____

Name in block letters

Signature

Full name of company:

ANNEXURE DD - DEVIATION SECTION: FOR SUNSCREEN LOTION/SPRAY

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE EE - TECHNICAL SECTIONS A AND B FOR ALL PURPOSE WORKING GLOVES

Section A: States Purchaser's (George Municipality) specific requirements

**Section B: Guarantees and technical particulars of equipment offered
(Bidder/Supplier/Manufacturer)**

Item	Sub Clause of Specification	DESCRIPTION	Section A	Section B (*) ☑☒
1.	5.44	Compliance to tests as required or with latest revisions thereof	Required	
2.	5.44, 5.45	Compliance to tests as required or with latest revisions thereof. Sample to be provided for evaluation purposes upon request.	Required	
3.	5.44 c, d, e, f	Type of material/s and fabrics with specifics	Required	
4.	5.44 e	Style, design and catalogue number	Required	
5.	5.44	Provided in suitable packaging	Required	
6.	5.45	Confirmation to tests.	Required	
7.	6	Documentation supplied Yes/No	Yes	

(*) In Section B column, “use ticks ✓ or ✕” to confirm/not confirm adherence and not words like “Noted” or “TBA” etc. shall be accepted as answers to any of the answers.

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

ANNEXURE EE - DEVIATION SECTION: FOR ALL PURPOSE WORKING GLOVES

Any deviations offered to this specification shall be listed below with reasons for deviation. In addition, evidence shall be provided that the proposed deviation will at least be more cost-effective than that specified by George Municipality.		
Item	Subclause of	Proposed deviation

Tender Number: _____

Tenderer's Authorised Signatory: _____
Name in block letters Signature

Full name of company: _____

CATEGORY C: SCHEDULE OF PRICES AND QUANTITIES
CRITERIA 1 – Other General PPE

ITEM	DESCRIPTION	UNIT	UNIT PRICE (Incl. 15% VAT)	TOTAL PRICE
1.	Two Piece Arc Resistant Overall Compliance with Specification stated above.	1		
2.	One Piece Arc Resistant Overall Compliance with Specification stated above.	1		
3.	Safety Boots Compliance with Specification stated above.	1		
4.	Gum Boots Compliance with Specification stated above.	1		
5.	Reflector Jackets Compliance with Specification stated above.	1		
6.	Work Shirts (Long Sleeves) Compliance with Specification stated above.	1		
7.	Work T-shirts (Long Sleeves) Compliance with Specification stated above.	1		
8.	Spectacles Compliance with Specification stated above	1		
9.	Nitrile Disposable Gloves (boxes of X quantities) Compliance with Specification stated above	1		
10.	PVC Gloves (packages of one pair) Compliance with Specification stated above	1		
11.	Welding Gloves Compliance with Specification stated above	1		
12.	Welding Apron Compliance with Specification stated above	1		
13.	Welding Spats/flaps (package of one pair) Compliance with Specification stated above	1		
14.	Welding Helmet Compliance with Specification stated above	1		
15.	Hand-held Welding Helmet Compliance with Specification stated above	1		
16.	Cricket-type sun Hats Compliance with Specification stated above	1		
17.	Earplugs (package contains one full pair) Compliance with Specification stated above	1		
18.	Disposable Dust Mask Compliance with Specification stated above	1		
19.	Fully fitted Forestry Safety Helmet (clear polycarbonate Visor, Earmuffs incl. etc.) Compliance with Specification stated above	1		
20.	Forestry Universal Overall Compliance with Specification stated above	1		
21.	Forestry Chainsaw Boots Compliance with Specification stated above	1		

CATEGORY C: SCHEDULE OF PRICES AND QUANTITIES
CRITERIA 1 – OTHER GENERAL PPE Continue

ITEM	DESCRIPTION	UNIT	UNIT PRICE (Incl. 15% VAT)	TOTAL PRICE
22.	Snake Leg Bite Protectors Compliance with Specification stated above.	1		
23.	Kidney Belts (Tool belt) Compliance with Specification stated above.	1		
24.	Sunscreen Lotion/Spray (package provided in box quantity) Compliance with Specification stated above.	1		
25.	All-purpose Working Gloves Compliance with Specification stated above.	1		
			Sub Total	

NOTE:
**BIDDERS MUST QUOTE FOR ALL LINE ITEMS, FAILURE TO QUOTE AS
STATED WILL RENDER A BID NON-RESPONSIVE.**

Annex C

Local Content Declaration – Summary Schedule

(C1)	Tender No.	ENG028/2021: CATEGORY C				Note: VAT to be excluded from calculations
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange		Pula -	EU -	GBP -	
(C7)	Rate:					
	Specified local content %					

		Calculation of local content						Tender summary			
Tender Item no's	List of Items	Tender price – each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
(C20) Total tender value									R.....		
(C21) Total Exempt imported content										R.....	
(C22) Total Tender value net of exempt imported content										R.....	
(C23) Total Imported content											R.....
(C24) Total local content											R.....
(C25) Average local content % of tender											%

Signature of tenderer from Annex B:Date:

Annex D

1286.2011

SATS

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.	ENG028/2021: CATEGORY C				<u>Note:</u> VAT to be excluded from calculations	
(D2)	Tender description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:		Pula -	EU -	GBP -		

I. Exempted imported content

Calculation of imported content										Summary	
Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R.....	
This total must correspond with Annex C-C21											

J. 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 as per commercial invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Quantity	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by Tenderer										R.....	

Annex D (contd.)

K. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				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
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)		(D43)	(D44)
(D45) Total imported value by 3rd party											R.....	

L. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

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

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

Summary of payments
Local value of payments
(D51)
R.....
R.....
This total must correspond with Annex C – C23.

Signature of tenderer from Annex B:

Date:

Annex E

SATS 1286.2011

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	ENG028/2021: CATEGORY C
(E2)	Tender description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		R.....
(E10) [REDACTED]	(Tenderer's manpower cost)		R.....
(E11) [REDACTED]	(Rental, depreciation & amortisation, utility costs, consumables, etc)		R.....
(E12) [REDACTED]	(Marketing, insurance, financing, interest, etc)		R.....
	(E13) Total local content		R.....
			This total must correspond with Annex C – C24

SUMMARY OF SCHEDULE OF PRICES AND QUANTITIES:**1. CATEGORY A– ARC RATED FLASH SUIT**

CRITERIA 1 - SCHEDULE OF PRICES AND QUANTITIES	Sub Total	R
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2. CATEGORY B – ARC RATED WINTER JACKET

CRITERIA 1 - ARC RATED WINTER JACKETS HRC 2	Sub Total	R
CRITERIA 2 - FOR TWO PIECE ARC RESISTANT RAIN SUIT	Sub Total	R
<u>SUB TOTAL OF PRICES AND QUANTITIES OF CATEGORY B</u>		R

3. CATEGORY C – OTHER GENERAL PPE

CRITERIA 1 - SCHEDULE OF PRICES AND QUANTITIES	Sub Total	R
--	-----------	---

TOTAL RATES

ITEM	DESCRIPTION	Sub Total (Incl. 15% VAT)
1.	CATEGORY A– ARC RATED FLASH SUIT	R
2.	CATEGORY B – ARC RATED WINTER JACKET	R
3.	CATEGORY C – OTHER GENERAL PPE	R
TOTAL RATES		R

NOTE:
BIDDERS MUST QUOTE FOR ALL LINE ITEMS PER CATEGORY, FAILURE TO QUOTE AS STATED WILL RENDER THE BID NON-RESPONSIVE PER THE SPECIFIC CATEGORY.

PAST EXPERIENCE

This schedule is compulsory to complete!

Tenderers must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

Employer	Nature of Work	Value of Work	Duration and Completion Date	Employer Contact Number

Date

Signature of Tenderer

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Capacity: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR B MANDLA**

Signature: _____

Capacity: **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX COMPLIANCE INFORMATION

PART A

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 (FORM 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, ANSWERING Part 2.]	
Signature of Bidder		Date	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	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.	
1.3	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 .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
IF THE ANSWERING 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 1.3 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:

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the 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 / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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 (where applicable) 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 the following particulars:	
	Name of person / director / trustee / shareholder member:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	Position occupied in the state institution:	
	Any other particulars:	

	
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
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	<p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	<p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO

3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	YES / NO
<p>3.14</p> <p>3.14.1</p>	<p>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?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	YES / NO

4. Full details of directors / trustees / members / shareholders:			
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM 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 or 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 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 exercise control over the company.

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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<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 or QSE

(*Tick applicable box*)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

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

.....

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS: STEEL PRODUCTS SECTOR

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“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.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
CLOTHING & TEXTILE	100%

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

(Tick applicable box)

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

- 4.1 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 the SARB for the specific currency at 12:00 on the date of advertisement (Monday, 23 March 2015) of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority 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. ENG028/2021

ISSUED BY: GEORGE MUNICIPALITY

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.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
- (ii) the declaration templates have been audited and certified to be correct.

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality / Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure C, D and E should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made.

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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <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:		
Item	Question	Yes	No
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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 (MBD9) 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:

**TENDER NUMBER: ENG028/2021: TENDER FOR THE SUPPLY AND DELIVERY OF ARC
RATED AND GENERAL PPE, AS AND WHEN REQUIRED FOR A PERIOD OF THREE
YEARS**

in response to the invitation for the bid made by:

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: ENG028/2021

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2016

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any

person other than a person employed by the provider 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 provider'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 provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents:

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

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

14. Spare parts:

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

15. Warranty:

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.

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 provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders:

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment:

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

20. Subcontracts:

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion

extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director

or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to 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 Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

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

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.