



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

REQUEST FOR QUOTATION

REQUEST FOR QUOTATION NUMBER: WQ-1676-GP

DESCRIPTION

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT

ISSUE DATE:

11 FEBRUARY 2025

CLOSING DATE:

19 FEBRUARY 2025

AND TIME: 11:00

**SUBMIT TENDER DOCUMENT
TO**

POSTAL ADDRESS:
DIRECTOR-GENERAL: WATER AND
SANITATION
PRIVATE BAG X 313
PRETORIA,0001

OR

TO BE DEPOSITED IN:
THE TENDER BOX AT
GAUTENG PROVINCIAL OFFICE
BOTHONGO PLAZA EAST
BUILDING, 15TH FLOOR
285 FRANCIS BAARD STREET
PRETORIA,0002

TENDERER: (Company address and stamp)

**COMPILED BY: ALBERT NEKHUMBE
DEPARTMENT OF WATER AND SANITATION**

PART A INVITATION TO BID

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|--|---|---------------|--|-------------------------------|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF WATER AND SANITATION | | | | | |
| BID NUMBER: | WQ-1676-GP | CLOSING DATE: | 19 FEBRUARY 2025 | CLOSING TIME: | 11:00 |
| DESCRIPTION | SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT. | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT | | | | | |
| GAUTENG PROVINCIAL OFFICE, | | | | | |
| BOTHONGO PLAZA EAST BUILDING ,15TH FLOOR | | | | | |
| 285 FRANCIS BAARD STREET | | | | | |
| PRETORIA | | | | | |
| 0002 | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | ALBERT NEKHUMBE | | CONTACT PERSON | DEON GELDENHUYS | |
| TELEPHONE NUMBER | 012 392 1532 | | TELEPHONE NUMBER | 018 298 9023 / 0827212297 | |
| FACSIMILE NUMBER | - | | FACSIMILE NUMBER | - | |
| E-MAIL ADDRESS | NekhumbeA@dws.gov.za | | E-MAIL ADDRESS | GeldenhuysD@dws.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. | | | | | |

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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


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



Name of bidder..... Bid number: WQ-1676-GP



Closing Time: **11:00**


Closing date: 19 February 2025


OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.



| ITEM NO | QUANTITY | DESCRIPTION: | UNIT/ EACH | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|---------|----------|--|------------|--|
| 1. | 19 pairs | <p>SHIN/KNEE GUARDS FOR BRUSH CUTTING</p> <p>Cushioned inner pad liners High impact plastic plates 4 quick release buckles Quick fit over standard work wear Size: L: 46cm x W: 16cm x H: 8cm</p> <p><i>The product should be similar or equivalent to TURFMASTER Brush Cutter Shin and Knee Guards. A sample must be submitted for evaluation.</i></p>  | R | R |



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| 2. | 10 pairs | <p>NYLON KNEE PADS FOR TILING Size: 190 x 240 MM Comfort: Anti-Compression Gel, Breathable Neoprene Strap Securing Type: Velcro, Double Closure System Suitable Uses: All Types of Flooring Backing Material: Ballistic Nylon Padding Material: Plastic</p> <p><i>The product should be similar or equivalent to MAC AFRIC Tough Nylon Knee Pads. A sample must be submitted for evaluation.</i></p>  | R | R |
| 3. | 19 each | <p>APRON FOR BRUSH CUTTING Fabric: Chrome Leather Size: 600 x 1200 mm SABS Approved Two tie backs around waist and one shoulder strap</p> <p><i>The product should be similar or equivalent to a SAFETY AND ALLIED PRODUCTS or TSA WELDING SUPPLIES. A sample must be submitted for evaluation.</i></p>  | R | R |



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| 4. | 12 each | <p>WIDE BRIM SUN HAT. Fabric: Cotton twill Brass Eyelets and Studs Chord with Slide Toggle Colour: Navy blue</p> <p>Embroidery: Coat of Arms logo on the front side of hat. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to a WIDE BRIM CRICKET TYPE HAT. A sample must be submitted for evaluation.</i></p>  | R | R |
| 5. | 12 each | <p>BEANIE/WOOLLEN HAT Fabric: Wool Colour: Navy blue Size: One size fits all</p> <p>Embroidery: Coat of Arms logo on the front side of hat. Embroidery to be included in price.</p> <p><i>A sample must be submitted for evaluation.</i></p>  | R | R |



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| 6. | 2-pce Size 30: 3 Size 32: 3 Size 34: 2 Size 36: 5 Size 38: 1 Size 40: 2 Size 44: 6 <u>Total = 22</u> | <p>RAIN SUIT (2-PIECE)</p> <p>50mm silver reflective tape (EN 20471 Class II), around the torso, arms and legs</p> <p>Double-needle stitched throughout with internal heat sealed taped seams for extra strength and water resistance</p> <p>Generously sized to wear comfortably over other garments</p> <p>Packed in a self-fabric pouch with zip opening.</p> <p>Material: 180 gr/m² Polyester PVC</p> <p>JACKET: Stow away hood with drawcord</p> <p>Ventilated mesh back and underarm eyelets for breathability</p> <p>Raglan sleeves</p> <p>Concealed elasticised storm cuffs</p> <p>Stud fastening storm front with concealed zip</p> <p>Lower patch pockets with flaps</p> <p>Tipped drawcord with adjustable toggles at waist</p> <p>TROUSERS: Fully elasticated waist</p> <p>Ankle poppers on the trouser hem.</p> <p><i>The product should be similar or equivalent to BUY APRONS:</i></p> <p>REFLECTIVE POLYESTER PVC RAIN SUIT</p> <p><i>A sample must be submitted for evaluation.</i></p>  | R | R |
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| 7. | <p>Pairs</p> <p>Size 3W=1</p> <p>Size 4W= 3</p> <p>Size 5 = 1</p> <p>Size 6 = 4</p> <p>Size 7W= 1</p> <p>Size 7 = 4</p> <p>Size 8 = 8</p> <p>Size 9 = 2</p> <p>Size 10 = 4</p> <p>Size 12 = 1</p> <p><u>Total = 29</u></p> | <p>SAFETY BOOTS WITH STEEL TOE (UNISEX)</p> <p>UPPER: Full Grain Leather with Mesh collar</p> <p>5-pair corrosion resistant D-ring lace-up</p> <p>Padded collar for additional comfort and support</p> <p>Padded bellows tongue to improve comfort and prevent debris for entering the boot</p> <p>Reflective tape in quarter areas to increase visibility in low light conditions</p> <p>LINING: Tongue and quarter lining are from a non-woven, Sports Mesh fabric laminated to foam for improved comfort</p> <p>Vamp lining is from a Hi-tech needle-fibre and treated with Ultra-Fresh for excellent perspiration absorbency</p> <p>IN-SOCK: Anti-static, non-woven in-sock with Poron inserts at the ball and heel of the foot for enhanced comfort and support</p> <p>Poron / EVA top sock from a combination of wool and polyester, with excellent perspiration absorbency and bonded to a layer of EVA, with Poron inserts at the ball and heel of the top sock</p> <p>The top sock responds to weight and temperature, moulding itself to the foot, resulting in fewer aches and pains</p> <p>MIDSOLE: Engineered with an EVA insert at the heel for shock absorption</p> <p>Shank reinforcement for additional arch support</p> <p>TOE CAP: Steel – extra wide fitting</p> <p>SOLE: Dual Density PU/PU with SRC slip resistance rating (Heat-resistant up to 95°C)</p> <p>EN/ISO 20345</p> <p>The product should be similar or equivalent to Bova 21002 Munich Advanced Comfort Safety Boot.</p> <p>A sample must be submitted for evaluation.</p> <div data-bbox="384 1541 660 1720">  </div> | R | R |
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| 8. | <p><u>MEN</u> Size 6½ = 2 Size 7 = 1 Size 8 = 3 Size 9½ = 4 Size 9 = 1 Size 10 = 3</p> <p><u>Total = 14</u></p> <p><u>WOMEN</u> Size 3 = 1 Size 5 = 1 Size 6 = 3</p> <p><u>Total = 5</u></p> | <p>WATERPROOF HIKING BOOTS</p> <p>Buffalo leather, waterproof upper for durability and comfort. Dri-Tec waterproof, breathable membrane to keep feet dry. I-Shield repels water and dirt and is resistant to stains. OrthoLite® Impressions sock liner (with slow recovery foam that provides extreme comfort). An MDT rubber outsole improves grip and provides durability. Rustproof metal hardware is designed to withstand various conditions. Impact-absorbing CMEVA midsole ensures long-lasting cushioning and comfort. Rubber outsole contributes to prolonged wear. Color: Dark Chocolate</p> <p><i>The product should be similar or equivalent to HI-TEC ALTITUDE V ULTRA I WP W hiking boot. A sample must be submitted for evaluation.</i></p>  | R | R |
| 9. | <p><u>WOMEN</u> Size 3 = 1 Size 5 = 1 Size 6 = 3</p> <p><u>Total = 5</u></p> | <p>WATER SHOES/SANDALS FOR WOMEN</p> <p>M-D Traction rubber outsole enhances grip, High-performance upper offers reliable support and longevity. Easy-to-use toggle fastening for a secure, custom fit. Removable molded EVA footbed ensures superior underfoot cushioning, Neoprene lining, which provides all-day padding and protection. Color: Pink/Grey</p> <p><i>The product should be similar or equivalent to HI-TEC TORTOLA ESCAPE W water shoe. A sample must be submitted for evaluation.</i></p>  | | |


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| 10. | MEN Size 6½ = 2 Size 7 = 1 Size 8 = 3 Size 9 = 4 Size 9½ = 1 Size 10 = 2 <u>Total = 13</u> | WATER SHOES/SANDALS FOR MEN Breathable mesh upper with PU leather overlays, Ghillie lacing system, Padded neoprene lining for all-day comfort. Drainage holes enhance water flow, EVA midsole offers cushioning. Rubber outsole provides superior traction, Color: Olive/Black <i>The product should be similar or equivalent to HI-TEC TORTOLA SORT water shoe.</i> <i>A sample must be submitted for evaluation.</i>  | | |
| 11. | Pair Size 3 = 1 Size 6 = 4 Size 7 = 5 Size 8 = 6 Size 9 = 5 Size 10 = 3 Size 13 = 1 <u>Total = 25</u> | GUMBOOTS Slip resistant outsole A penetration resistant stainless-steel midsole Must conform to EN 13832-3:2006 Colour: Black Energy absorbing heel Cleated outsole for additional traction on slippery surfaces A broad fitting toe region allowing a comfortable fit for men and ladies feet, especially over long periods of time <i>A sample must be submitted for evaluation.</i>  | | |



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| 12. | <p>Size 7 = 1</p> <p><u>Total = 1</u></p> | <p>LADIES LIGHT INDUSTRIAL SAFETY SHOES</p> <p>Designed upper which includes a combination of grey oxford mesh and Nubuck back guard with thermoplastic polyurethane (TPU) Trim TOE CAP: 200J steel toe cap and electrostatic discharge properties (ESD). ISO 20345 classification: S1 – anti-static, energy absorption of seat region, resistance to fuel and oil. SABS approved and bearing of mark. SLIP RESISTANCE CLASSIFICATION: SRA – tested for slip resistance in environments of ceramic surfaces with soapy solution SOLE: EVA rubber outsole. Outsole is heat resistant up to 120°C. Electrostatic discharge (ESD) EYELETS: Fabric loops and one round metal eyelet FOOTBED (INSOLE): Ultra-thick polyurethane (PU) foam with mesh top lining INSOLE BOARD: 3MR non-woven insole board</p> <p><i>The product should be similar or equivalent to REBEL LADIES LIGHT INDUSTRIAL SAFETY SHOE. A sample must be submitted for evaluation.</i></p>  | | |
| 13. | <p>Each</p> <p>Size 32 = 1 Size 34 = 1 Size 36 = 1 Size 38 = 2 Size 42 = 1</p> <p><u>Total = 6</u></p> | <p>CHAINSAW TROUSERS</p> <p>Design B of the Standard EN 381-5, Class 1 (20m/sec) (Femoral artery protection) 6 Layers of chain clogging fabric. Calf coverage (+ 12% protection) Ventilation behind knee. Nylon panel down the front to protect to protect the chain clogging fabric. Must meet PPE Directive 89/686/EEC SABS Approved</p> <p><i>The product should be similar or equivalent to PANGOLIN B+20 CHAINSAW TROUSERS A sample must be submitted for evaluation.</i></p>  | | |



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| 14. | <p>L = 6</p> <p><u>Total = 6</u></p> | <p>CHAINSAW GLOVES</p> <p>Heavy duty leather work glove Goatskin palm Spandex top High visibility colours Size: One size fits all</p> <p><i>The product should be similar or equivalent to HUSQVARNA CLASSIC HEAVY DUTY WORK GLOVE. A sample must be submitted for evaluation.</i></p>  | | |
| 15. | <p>Size 30 = 1 Size 32 = 2 Size 36 = 2 Size 38 = 5 Size 40 = 8 Size 42 = 1 Size 44 = 3 Size 48 = 2 Size 52 = 1</p> <p><u>Total = 25</u></p> | <p>FREEZER SUIT 2-PCE</p> <p>Style: Navy blue, 2-piece freezer suit. Fabric composition outer: 100% Polyester 210T Oxford fabric with PVC coating. Fabric composition inner: 300gsm Cotton with 190T Polyester Taffeta. Jacket includes a fixed hood with drawstrings and a heavy-duty zip and elasticated sleeve cuffs Trousers have an elasticated waist, two side pockets and open cuff legs. Temperatures: – 20 degrees Celsius. The suit must be designed for protection against foul weather increments as per the EN directive 89/686/EEC guidelines. Colour: Navy Blue Embroidery: Coat of Arms logo on the left chest. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to a Dromex Storm Glacier 2-pce Suit, Navy Blue A sample must be submitted for evaluation.</i></p>  | | |



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| 16. | Size 30 = 1 Size 32 = 1 Size 36 = 5 Size 38 = 2 Size 40 = 2 Size 44 = 1 <u>Total = 12</u> | <p>COLD WEATHER PARKA JACKET</p> <p>100% Polyester 300D PU Coated Lining 190T, 100% Polyester Taffeta Collared long sleeve jacket with hanger loop Concealed hood with drawstring Fastener & Velcro Closure Heavy duty two-way zip with storm cuff 50mm High Visibility reflective tape Two large pockets with straight cut flap, secure pocket with Velcro Standard EN ISO20471:2013, EN343 (31), EN342 Provides protection against harsh cold and windy conditions. 50mm reflective tape, waterproof taped seams. One cell phone pocket and two lower pockets. Zipped access on lining for logo printing or embroidery. Colour: Orange/Navy. Embroidery: Coat of Arms logo on the left chest. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to a Two Tone Parka Jacket – High visibility freezer/traffic jacket. A sample must be submitted for evaluation.</i></p>  | | |
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| 17. | <p>Size 30 = 3 Size 32 = 1 Size 34 = 1 Size 36 = 7 Size 40 = 2 Size 42 = 1 Size 44 = 3 Size 58 = 1</p> <p><u>Total = 19</u></p> | <p>PUFFER JACKET</p> <p>Style: Unisex, single layer thermal and water-resistant protective jacket with internal and external pockets, reflective elements, and high collar available in solid (black, royal blue) or 2 tone colors (Olive/Black, Carbon/Black). Fabric composition: Inner lining – 260g/sqm Synthetic Down cotton. Outer lining – 400T Nylon fabric. Chunky zip closure with rubberized zip fastener. A high stand collar which provides further thermal coverage and protection around the neck region. Elasticated cuffs and waist for a snug fit. 2 waist pockets with reversed coil zippers, providing, ideal water resistance protection whilst the 2 deep inner jacket pockets provides additional storage and protection for personal items. Hypoallergenic and vegan. Jacket suitable for applications where there is exposure to rain, watersplashes, cold environments, light snow, hiking activities, outdoor work.</p> <p>Embroidery: Coat of Arms logo on the left chest. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to a Dromex Puffer Jacket.</i> <i>A sample must be submitted for evaluation.</i></p> <div data-bbox="405 1305 584 1525">  </div> <div data-bbox="794 1323 919 1514">  </div> | | |
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| 18. | Size 40 = 1 <u>Total = 1</u> | <p>LADIES DUST COAT</p> <p>The dust coat length shall be $\frac{3}{4}$. The dust coat shall have two front pockets. Buttons acceptable four-hole, dyed plastics buttons that comply with the requirements of SANS 1457. Coat shall fasten with buttons to buttonholes and shall be equidistantly spaced. Buttons shall be secured to positions corresponding to the buttonholes. The back shall have a seam down the centre with a vent in the lower part of the seam. The vent shall have an overlap of 40 mm and shall be securely tacked and bar-tacked at the top. The bottom of the coat and the lower edge of plain sleeve cuff shall have a hem of finished width at least 15 mm. Pocket mouths shall have hems of finished width at least 20 mm.</p> <p>Embroidery: Coat of Arms logo on the chest pocket. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to JONSSON DUST COAT. A sample must be submitted for evaluation.</i></p>  | | |
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| 19. | Size 3 = 1 Size 4 = 2 Size 6 = 4 Size 7 = 3 Size 8 = 4 Size 9 = 4 Size 10 = 3 Size 13 = 1 <u>Total = 22</u> | WADER PVC WITH BOOTFOOT Uppers: PVC uppers for optimum flexibility and abrasion resistance Sole: Nitrile PVC sole for durability and protection against fats, oils, and chemicals Cleated sole: Provides SRA level of slip resistance Toe cap: Lightweight Duralight Men's: Non steel toe cap Nylon liner: This allows for easy cleaning and quick drying for maximum hygiene Toe spring: Optimal for walking and kneeling Colour: Black boot, Green wader SABS Approved <i>The product should be similar or equivalent to WAYNE PVC CHEST WADER F1996 – NSTC (Duralight boot).</i> <i>A sample must be submitted for evaluation.</i>  | | |
| 20. | Size 9 = 2 <u>Total = 2</u> | WADER NEOPRENE WITH BOOTFOOT 4.5mm thick neoprene wader. Integrated PVC boot. Adjustable neoprene straps. Preformed knee pads and outer chest pocket with Velcro closure. Nylon rings to hang accessories to the chest. Inner nylon pocket. Nylon belt. Includes kit for emergency repairs. Nylon transport bag. Boot with felt sole. <i>The product should be similar or equivalent to HART ARAXES NEOPRENE WADER</i> <i>A sample must be submitted for evaluation.</i>  | | |


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| 21. | M = 10 L = 18 <u>Total = 28</u> | NYLON LYCRA NITRAFINE GLOVES 15 Gauge nylon spandex shell with black nitrile coating Micro-fine foam finish Highly flexible and super comfortable Excellent breathability Good grip Wrist length <i>A sample must be submitted for evaluation.</i>  | | |
| 22. | Size 30 = 6 Size 32 = 2 Size 34 = 2 Size 36 = 10 Size 38 = 2 Size 40 = 4 Size 48 = 2 Size 58 = 2 <u>Total = 30</u> | GOLF SHIRT LADIES Fabric: 100% Polyester, lightweight moisture management fabric: e-Dri Weight: 160gm ² Knitted collar with flattering V-neck design with contrast pipping Double top-stitching on hem and sleeves Contrast colour on sleeve insert and cuff tipping Contrast neck tape Easy care garment Sporty and stylish SADC, SMETA, OEKO-TEX approved Colour: Surf blue with white inserts. (As shown in picture) Embroidery: Coat of Arms embroidered on left chest. (Must be included in price) <i>The product should be similar or equivalent to BARON, EDGE GOLFER.</i> <i>A sample must be submitted for evaluation.</i>  | | |


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| 23. | <p>Size 30 = 4 Size 32 = 6 Size 36 = 18 Size 38 = 12 Size 40 = 20 Size 42 = 4 Size 44 = 14 Size 48 = 2 Size 52 = 2</p> <p><u>Total = 82</u></p> | <p>GOLF SHIRT MEN</p> <p>Fabric: 100% Polyester, lightweight moisture management fabric: e-Dri Weight: 160gm² Knitted collar with three button placket and contrast tipping Double top-stitching on hem and sleeves Supplied with a loose pocket Contrast colour on sleeve insert, neck tape and cuff pipping Easy care garment Sporty and stylish SADC, SMETA, OEKO-TEX approved. Colour: Surf blue with white inserts. (As shown in picture) Embroidery: Coat of Arms embroidered on left chest. (Must be included in price)</p> <p><i>The product should be similar or equivalent to BARON, EDGE GOLFER. A sample must be submitted for evaluation.</i></p>  | | |
| 24. | <p>Size 30 = 4 Size 32 = 4 Size 34 = 1 Size 36 = 10 Size 38 = 7 Size 40 = 11 Size 42 = 2 Size 44 = 5 Size 48 = 2 Size 52 = 1</p> <p><u>Total = 47</u></p> | <p>DENIM OVERALL JACKET</p> <p>Fabric: 93% Cotton, 5% Polyester, 2% Viscose Chest pocket with press stud closure and pen division Colour: Navy blue Concealed brass YKK zip Nazy ring-spun denim Bar tacks on stress point Side slits for ease of movement</p> <p>Embroidery: Coat of Arms logo on the left chest pocket. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to JONSSON Denim Work Jacket. A sample must be submitted for evaluation.</i></p>  | | |


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| 25. | Size 30 = 4 Size 32 = 7 Size 34 = 6 Size 36 = 11 Size 38 = 11 Size 40 = 5 Size 42 = 2 Size 44 = 1 <u>Total = 47</u> | <p>DENIM OVERALL TROUSER</p> <p>Fabric: 93% Cotton, 5% Polyester, 2% Viscose Weight: 12 ounces Size: 28 - 54 Color: Indigo (Denim) Indigo open-ended denim Half elasticized waistband for comfort Two front pockets with deep self-fabric pocket bags Two back pockets Concealed inner pocket Triple needle lapped seams on inner leg and back rise for extra strength Concealed YKK zip Bar tacks on stress points for extra reinforcement SABS approved.</p> <p><i>The product should be similar or equivalent to JONSSON Denim Work Trousers</i> <i>A sample must be submitted for evaluation.</i></p> <div data-bbox="405 875 798 1102">  </div> | | |
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|-----|---|---|--|--|
| 26. | Size 30 = 4 Size 32 = 4 Size 34 = 1 Size 36 = 11 Size 38 = 7 Size 40 = 11 Size 42 = 2 Size 44 = 5 Size 48 = 2 Size 52 = 1 <u>Total = 48</u> | <p>OVERALL JACKET D59</p> <p>Fabric: D59 100% Cotton Weight: minimum of 300 gm² Colour: Navy blue Composition: A flame retardant and coated acid resistant fabric. 50mm Silver flame retardant double needle topstitched reflective tape on arms. YKK concealed brass zip on jackets. Chest pocket with V-flap and press stud Reinforced bar-tacked seams and pressure points Full triple needled topstitched garment. Side slits and elasticated cuffs The natural fibres add comfort and breathability. SABS approved. Protection in the event of a Flash Fire, Accidental Chemical Spillage Product rating: SANS 434, SANS 1387-4, SANS 1423-1, ISO 6530 (HNO₃, HCL, H₂SO₄ & NaOH). Embroidery: Coat of Arms logo on the left chest pocket. Embroidery to be included in price.</p> <p><i>The product should be similar or equivalent to BARRON D59 FLAME AND ACID RETARDANT CONTI JACKETS</i> <i>A sample must be submitted for evaluation.</i></p>  | | |
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| 27. | <p>Size 30 = 4 Size 32 = 7 Size 34 = 6 Size 36 = 11 Size 38 = 11 Size 40 = 6 Size 42 = 2 Size 44 = 1</p> <p><u>Total = 48</u></p> | <p>OVERALL TROUSER D59</p> <p>Fabric: D59 100% Cotton. Weight: minimum 300 gm². Colour: Navy. Composition: A flame retardant and coated acid resistant fabric. 50mm Silver flame retardant double needle topstitched reflective tape on legs. YKK concealed brass zip on jackets and pants. Two swing pockets, money pocket, side tool pocket and one back patch pocket Reinforced bar-tacked seams and pressure points Tripple needle stitching on the front and back rise and also on the inner and outer leg 1/2 elasticated waistband SABS approved. Protection in the event of a Flash Fire, Accidental Chemical Spillage Product rating: SANS 434, SANS 1387-4, SANS 1423-1, ISO 6530 (HNO₃, HCL, H₂SO₄ & NaOH).</p> <p><i>The product should be similar or equivalent to BARRON D59 FLAME AND ACID RETARDANT CONTI TROUSERS</i> <i>A sample must be submitted for evaluation.</i></p>  | | |
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| 28. | 4 | <p>PROTECTIVE HOOD (FLASH HOOD) Fireman Balaclava NFPA 1971-2018 Nomex 20% Nomex / 80% Lenzing FR WEIGHT: approx. 7.2 oz. / sq. yd TPP (Thermal Protective Performance): 26.9 TPP NFPA 1971 REQUIREMENT: Minimum 20 MATERIAL BURST STRENGTH: 80.0 MBS NFPA 1971 REQUIREMENT: Minimum 50 CLEANING SHRINKAGE (+=Grows /- = Shrinks) – 0.6 % courses / – 1.9 % wales CS NFPA 1971 REQUIREMENT: Maximum 5 % (either way) Machine wash warm with regular detergent – no CARE Bleach Tumble dry Do Not commercially clean Stretch to fit all sizes</p> <p><i>The product should be similar or equivalent to ZDI FIREMAN BALACLAVA NFPA 1971-2018 NOMEX. A sample must be submitted for evaluation.</i></p>  | | |
|-----|---|---|--|--|


| | | | | |
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| 29. | 4 | <p>FIREFIGHTING GLOVES</p> <p>PROTECTION • Unprecedented 5 layers of 100% Kevlar knit for Premium Thermal, Cut & Puncture Resistance. Cowhide reinforced back shell for long term Radiant Heat Resistance. NFPA 1971 Compliant Moisture Barrier blocks Chemicals and Bloodborne Pathogens</p> <p>PERFORMANCE • Multi-layer Kevlar Knit with Kangaroo Skin palm and back of thumb provides Outstanding Flexibility, Grip and Dexterity. Unique Sculpted Fingertip Design Provides Highest Level Tactility. Intricate Sewing Construction for Highly Functional Tailored Fit. Sewn Down Palm Layers for more Efficient Grip</p> <p>DURABILITY • Premium Leather and 100% Kevlar for Rugged Construction • Reinforced Thumb Crotch Protects High Wear Area • Inner Liner Sewn and Bonded at the fingertips Fire Fox or Equivalent fire gloves</p> <p><i>The product should be similar or equivalent to HSG THERMO-GOATSKIN STRUCTURAL GLOVE NFPA.</i> <i>A sample must be submitted for evaluation.</i></p>  | | |
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|-----|--|--|--|--|
| 30. | <p>Coat Size 30 = 1 Size 38 = 1 Size 40 = 1 Size 44 = 1</p> <p><u>Total = 4</u></p> | <p>FIRE FIGHTING SUIT 2-PCE</p> <p>PRODUCT INFORMATION Flame retardant reflective tape for increased visibility NOMEX YKK Concealed brass zips on jackets & pants Triple needle topstitched garment 50mm Silver flame retardant reflective tape on arms & legs Mitred laid on jacket pockets, mitred breast pocket with Velcro closure, side slits, hip pocket & mitred cargo pocket both with Velcro flap on pants & one back pocket</p> <p>PRODUCT RATING Conforms to SANS 434 NFPA 70E NFPA 1975 NFPA 2112 EN 1149-3 ANTI-STATIC EN 1149-1, EN 13034 ASTM F1506 ASTM D6413 Flame resistance of textiles</p> <p>COMPOSITION DuPont™ Nomex® 203gsm Fabric Inherent flame retardant yarn</p> <p>SUITABLE FOR USE IN Petroleum Petrochemical Chemical Fire Fighters Colour: Navy blue</p> <p>Embroidery: Coat of Arms logo on the left chest pocket. Embroidery to be included in price. The yarns used for embroidery shall be guaranteed to withstand up to 260 degrees Celsius All trims shall be double stitched</p> <p><i>The product should be similar or equivalent to DROMEX FIRE FIGHTING & FLASH FIRE PROTECTION DUPONT NOMEX FIRE SUIT WITH REFLECTIVE - INHERENT FLAME RETARDANT YARN – 50. A sample must be submitted for evaluation.</i></p>  | | |
|-----|--|--|--|--|



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| 31. | 4 | <p>BUSH FIRE HELMET C/W NECK PROTECTION & VISOR</p> <p>Shell made form polyester Resin & Fibreglass with a thickness of $\pm 2\text{mm}$. Safety cap 6-point inner lining adjustable from 50cm to 64cm Inner Head lining riveted to outer shell. Detachable Neck protection for easy removal, made form double layer flame retardant J59 material, covering the Ears & Neck 3mm Clear Polycarbonate Visor, Size: 400x170mm, attached to aluminium frame on helmet with ratchet system. Colour: Yellow</p> <p><i>The product should be similar or equivalent to ZDI HELMET. A sample must be submitted for evaluation.</i></p>  | | |
| 32. | 26 | <p>WIRE MESH SPECTACLES</p> <p>Metal wire mesh dual lens Black vinyl adjustable temples Clear polycarbonate & removable side protectors Ergonomic design to fit snug with the face contour Ergonomic design to fit snug with the face contour 90° lateral vision</p> <p><i>The product should be similar or equivalent to DROMEX® DV-504 METAL WIRE MESH DUAL LENS SPECTACLE WITH POLYCARBONATE SIDE SHIELDS. A sample must be submitted for evaluation.</i></p>  | | |



| | | | | |
|-----|---|--|--|--|
| 33. | 2 | <p>DIGITAL AUTO DARKENING WELDING HELMET ADJUSTABLE</p> <p>Viewing area: 92 x 42 mm Cartridge size: 110 x 90 x 9 mm Arc sensor: 2 Optical class: 1/1/1/2 Light state: DIN 4 Dark state: variable shade, 9 ~13 Shade control: external, variable Power on/off: fully automatic Sensitivity control: auto UV/IR protection: DIN 16 Power supply: solar cells + 2 x CR2032 lithium batteries Switching time: 1/15 000s, from light to dark Dark to light (Delay): 0.1 – 1.0 auto Low amperage TIG: ≥ 10 amps (DC), ≥ 10 amps (AC) Grinding function: yes Low volume alarm: yes Operating temp: -5°C ~ +55°C Storing temp: -20°C ~ +70°C</p> <p><i>The product should be similar or equivalent to INGCO AUTO-DARKENING WELDING HELMET AHM008.</i> <i>A sample must be submitted for evaluation.</i></p> <p>Viewing area: 92x42mm</p>  | | |
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| 34. | 49 | <p>RIGGER GLOVES</p> <p>PRODUCT INFORMATION High abrasion resistance High cut resistance High contact protection</p> <p>COMPOSITION Gunn cut Reinforced index finger, palm & knuckle protection Shirred EVA (Ethylene-vinyl acetate) safety cuff Pull tabs & leather padded finger tips</p> <p>SUITABLE FOR USE General use Rigging Operations</p> <p><i>The product should be similar or equivalent to DROMEX PREMIUM LEATHER RIGGER GLOVES A sample must be submitted for evaluation.</i></p>  | | |
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| 35. | 4 | <p>WELDING LEATHER GLOVES</p> <p>PRODUCT INFORMATION</p> <ul style="list-style-type: none"> High abrasion resistance High cut resistance High contact protection Heat resistance Colour: Blue/Brown <p>COMPOSITION</p> <ul style="list-style-type: none"> Gunn cut Reinforced thumb Knuckle strap Fully welted Fully cotton lined palm & fingers 8 inch leather cuff <p>SUITABLE FOR USE</p> <ul style="list-style-type: none"> Welding <p><i>The product should be similar or equivalent to</i> DROMEX WELD BLUE LEATHER GLOVES <i>A sample must be submitted for evaluation.</i></p>  | | |
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| 36. | 98 | <p>PVC GLOVES RED 35CM PRODUCT INFORMATION Thermoplastic PVC (Poly Vinyl Chloride) 35cm length Synthetic coating on a cotton interlock liner Provides excellent resistance to most acids, oils fats caustics and petroleum In addition, provides abrasion resistance for both wet & dry applications</p> <p>COMPOSITION Fully dipped Cotton liner Smooth finish Open cuff</p> <p><i>The product should be similar or equivalent to DROMEX STANDARD DUTY PVC GLOVES 35CM A sample must be submitted for evaluation</i></p>  | | |
|-----|----|--|--|--|

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| 37. | 42 | <p>PVC GLOVES RED 27CM PRODUCT INFORMATION Ruby red thermoplastic PVC (Poly Vinyl Chloride) 27cm length Synthetic coating on a cotton interlock liner & knitted wrist cuff Provides excellent resistance to most acids, oils fats caustics and petroleum In addition, provides abrasion resistance for both wet & dry applications</p> <p>COMPOSITION Fully dipped Fleeced jersey cotton liner Smooth finish Knit wrist cuff</p> <p><i>The product should be similar or equivalent to DROMEX STANDARD DUTY PVC GLOVES 27CM. A sample must be submitted for evaluation</i></p>  | | |
| 38. | 46 | <p>CHROME LEATHER DBL PALM GLOVES 2,5" PRODUCT INFORMATION High abrasion resistance</p> <p>COMPOSITION Gunn cut Double layer palm 2.5 inch cow chrome leather cuff</p> <p>SUITABLE FOR USE Welding</p>  | | |

| | | | | |
|-----|----|---|--|--|
| 39. | 48 | <p>MOSQUITO REPELLANT LOTION 150ML</p> <p>The repellents must be manufactured under GMP conditions accredited by the South African Health Products Regulatory Authority (SAHPRA)¹ Active ingredients: Diethyltoluamide (DEET) Appearance and odor: Scented viscous white liquid. Solubility: Miscible in water. pH: 6.5 to 8.5. Type: Rub On Lotion. Size: 150ml. <i>The product should be similar or equivalent to TABARD LOTION 150ML.</i></p>  | | |
| 40. | 48 | <p>SUN BLOCK SPF50 LOTION 200ML</p> <p>Product shall be in accordance with SANS 1557. Reliable Protection - Immediate protection against UVA and UVB rays, sunburns and premature skin ageing Formula must be water resistant. Moisturising - Preventing skin from moisture loss as well as providing moisture for 48h. Skin Microbiome Balance - Works in balance with skin's microbiome, a natural layer of bacteria acting as a skin's natural defence system. Sustainability - The formula must be 75% biodegradable and respects the ocean by being free of UV filters Octinoxate, Oxybenzone, Octocrylene and free of microplastic. SPF: 50+ Sun Protection Factor. Must not contain: Mineral oil. Active Ingredient: Glycerin, Vitamin E Type: Rub On Lotion. Size: 200ml. <i>The product should be similar or equivalent to NIVEA SUNBLOCK SPF50, 200ML.</i></p>  | | |

| | | | | |
|--|--|------------------------------|----------|---------------|
| | | TOTAL (EXCLUDING VAT) | R | R..... |
| | | VAT | | R..... |
| | | TOTAL (INCLUDING VAT) | | R..... |

- Required by: Department of Water and Sanitation
- At: Gauteng Regional Office Pretoria
-
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery *Delivery: Firm/not firm
- Delivery basis

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

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3.1 If so, furnish particulars:

| Name of company related to | CSD Registration number of the company related to |
|----------------------------|---|
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3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any

² 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.

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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.1.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|
| Women | 5 | |
| People with disability | 5 | |
| Youth (35 and below) | 5 | |
| Location of enterprise (Province) | 2 | |
| B-BBEE status level contributors from level 1 to 2 which are QSE or EME | 3 | |
| | | |
| Total points for SPECIFIC GOALS | 20 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

STANDARD EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

THE 80/20 POINTS AWARDED FOR PRICE AND SPECIFIC GOALS

The 80/20 Preferential Procurement System will be used in evaluating these bids:

| Evaluation element | Weighting (Points) |
|--------------------|--------------------|
| SPECIFIC GOALS | 20 |
| PRICE | 80 |
| Total | 100 |

Price

A maximum of 80 points are allocated for price on the following basis:

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

Preference point system

| SPECIFIC GOALS | NUMBER OF POINTS TO BE ALLOCATED |
|---|----------------------------------|
| Women | 5 |
| People with disability | 5 |
| Youth (35 and below) | 5 |
| Location of enterprise (Province) | 2 |
| B-BBEE status level contributors from level 1 to 2 which are QSE or EME | 3 |
| | |
| Total points for SPECIFIC GOALS | 20 |

Documents Requirement for verification of Points allocation: -

Procurement Requirement

Women

Disability

Youth

Location

Required Proof Documents

Full CSD Report

Full CSD Report

Full CSD Report

Full CSD Report

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Valid BBBEE certificate/sworn affidavit
Consolidated BEE certificate in cases of Joint Venture
Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$PC = Mpa \times \frac{P\text{-own}}{100}$$

Where

PC= Points awarded for specific goal

Mpa= The maximum number of points awarded for ownership in that specific category

P-own = The percentage of equity ownership by the enterprise or business

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions 1. The following terms shall be interpreted as indicated:

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

provided that local manufacture does take place.

- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application.

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights.**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) A cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the

contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods,

shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser.
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

GCC (revised July 2010)

35. SPECIAL CONDITIONS OF CONTRACT

- 35.1 The State reserves the right to verify and authenticate all the information supplied in this document by the bidder.
- 35.2 The Bid must be strictly in accordance with the conditions and specifications contained herein.
- 35.3 If it is found that any information has been tampered with during the evaluation process and/or after the Bid/Contract has been awarded that any false information has been provided, the State reserves the right to take the necessary action as it deems fit, including but not limited to the institution of criminal proceedings.
- 35.4 Failure to sign all relevant places shall invalidate your bid (**SBD1, SBD 3.1, SBD 4, and SBD 6.1 or 6.2 and SCC**)

- 35.5. All queries should be sent to the relevant person via email state above. No query will be responded to if sent 3 days before the closing date.
- 35.6. If you are not a registered supplier with the Department of Water and Sanitation, please complete the supplier registration forms and banking details, supplier registration forms are available at Departmental website, www.dwa.gov.za
- 35.7. Bidders/ Individuals that are directors or members in more than one company bidding for this tender and do not openly declare their interests will be disqualified
- 35.8 The DWS reserves the right to not make an award on any of the responses to this Bid.
- 35.9 The DWS reserves the right to award only parts of this bid and re-bid for other parts.
- 35.10 All bid documents should be hand delivered and deposited into the Tender Box, if sent via post, envelope or package, the envelope must be clearly marked to avoid your submission been mixed with normal letters sent to the Department.
- 35.11 Only signed, original documents will be accepted.

36. ACCEPTANCE OF TERMS AND SPECIAL CONDITIONS

The above terms of the bid and all Annexure have been read, understood and accepted.

For and on behalf of the Bidder:

.....

Signature of Bidder:

Date:

Bidder's Name & Surname:

Designation

Witness Name & Surname:

Date

Signature:

Address (Physical):

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed, as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
|--|-------------------------------------|

| | |
|--------------------------------------|------|
| Supply and Delivery of Uniform (PPE) | 100% |
|--------------------------------------|------|

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

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

(a).The facts contained herein are within my own personal knowledge.

(b).I have satisfied myself that:

(i).the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE:_____

WITNESS NO. 1_____

DATE_____

WITNESS NO. 2_____

DATE_____