



**SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR LAW ENFORCEMENT  
FOR A THREE (3) YEAR PERIOD**

**Notice: 028 of 2024**

**TENDER NO: 8/2/RNM0505**

**NAME OF THE BIDDER**

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**BID AMOUNT R \_\_\_\_\_**

**PUBLIC SAFETY DEPARTMENT  
P.O. BOX 5  
PORT SHEPSTONE  
4240**

**JUNE 2024**

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**RAY NKONYENI MUNICIPALITY  
NOTICE NO: 028 OF 2024  
BID NO: 8/2/RNM0505**

**SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR LAW ENFORCEMENT  
FOR A THREE (3) YEAR PERIOD**

Bids are hereby invited for the Supply and Delivery of Protective Clothing for Law Enforcement for a three (3) year period

Bid documents can be downloaded on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.rnm.gov.za](http://www.rnm.gov.za) from Friday 21 June 2024

Bidders to submit two (02) copies of the bid document together with the original bid document, bidders that fail to submit copies will be disqualified. Fully completed Bid documents must be submitted in a sealed envelope, clearly marked "8/2/RNM0505 Supply and Delivery of Protective Clothing for a three (3) year period and must be deposited in the Bid box at the Municipal offices at 10 Connor Street, Port Shepstone, no later than 12H:00 on 22 July 2024 after which all Bids will be opened in public.

The procedure for evaluation of responsive Bid Offers will be METHOD 4 (Financial Offer, preference and quality (functionality) with 80/20 Preference Points System. Score quality, rejecting all Bid Offers that fail to score a minimum of 60% points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference according to the Preferential Policy Framework Regulations of 2022.

<b>SPECIFIC GOALS</b>	<b>POINTS</b>	<b>Verification Documents</b>
an EME or QSE which is at least 100% owned by black people;	20	CIPC documents and sworn affidavits
an EME or QSE which is at least 51% - 99% owned by black people;	12	CIPC documents and sworn affidavits
an EME or QSE which is at 25% - 50% owned by black people;	8	CIPC documents and sworn affidavits

**SAMPLES OF ALL ITEMS TENDERED FOR MUST BE DELIVERED TO PUBLIC SAFETY OFFICES (10 CONOR STREET IN PORTSHEPSTONE) PUBLIC SAFETY BOARDROOM ON 22 JULY 2024, 12H:00 AND DETAILS OF THE COMPANY, TENDER NO: AND ITEM CLEARLY INDICATED ON EACH ITEM**

**THE QUALITY OF SAMPLES ARE INCLUDED IN THE SPECIFICATIONS.**

<b>Functionality Criteria</b>	<b>Points</b>	<b>Verification documents</b>
Company previous relevant experience	10	Letter of appointment and official purchase orders

All queries to be directed to Mr Stephen Goldsmith  
Email address: [Stephen.Goldsmith@rnm.gov.za](mailto:Stephen.Goldsmith@rnm.gov.za)

**NOTE TO BIDDERS ON CONDITIONS OF THE BID:**

- The Supply Chain Management Policy of Ray Nkonyeni Municipality will apply. The Council reserves the right not to accept the lowest bid or any bid and reserves the right to accept the whole or part of the bid, or to reject all bids and cancel the notice to bid;
- Companies will be disqualified for not submitting all samples on time.
- Only service providers registered in the Central Supplier Database (CSD) will be considered, attach proof of registration failure to attach will result in your bid not evaluated further.
- Bids that are submitted late, incomplete, not initialled on each page, unsigned or by facsimile, electronically or not completed in black ink will be rejected and not accepted for further evaluation.
- Members or Directors of Companies or Service Providers who are state employees are not allowed to bid or quote.
- Unsuccessful bidders will be informed of the Bid outcome through the Municipal website. Aggrieved unsuccessful bidders will be allowed to lodge, within fourteen (14) days of the decision or action, a written objection or complaint to the Office of the Municipal Manager through email, [mm@rnm.gov.za](mailto:mm@rnm.gov.za) or fax number 0865297195. Complaints or objections received after fourteen (14) days of the date of the notice **will not** be entertained; and
- The original bid document plus TWO **extra** (02) copy must be submitted, failure to submit two copies will result in disqualification.
- Bids submitted are to be valid for a period of **120 days**.

K J ZULU  
MUNICIPAL MANAGER

Ray Nkonyeni Municipality  
10 Connor Street  
P O Box 5  
PORT SHEPSTONE  
4240

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS  
(NOT TO BE RE-TYPED)**

**NB!!!! Please attach copies of the following documents.**

- **Company registration documents.**
- **Certified copy of ID documents of directors/owners/members/  
shareholders.**
- **Copy of a valid TAX Compliance Certificate  
Or Tax Compliance Status PIN Sheet.**
- **Declarations (MBD 4, 6.1, 8 & 9).**
- **Joint Venture agreements (where applicable)**


**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

Contact Person

**RAY NKONYENI MUNICIPALITY  
STANDARD FORM FOR BIDS**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (RAY NKONYENI MUNICIPALITY)**

BID NUMBER:	8/2/RNM0505	CLOSING DATE:	22 JULY 2024	CLOSING TIME:	12H:00
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DESCRIPTION	SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR LAW ENFORCEMENT FOR A PERIOD FOR A PERIOD OF THREE (3) YEARS
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**RAY NKONYENI MUNICIPALITY**

**PO BOX 5**

**PORT SHEPSTONE (10 Connor Street)**

**4240**

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		OR CSD No:

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 ]
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
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SIGNATURE OF BIDDER		DATE	
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**CAPACITY UNDER WHICH THIS BID IS SIGNED**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:      TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT	TREASURY SCM	CONTACT PERSON	Stephen Goldsmith
CONTACT PERSON	MR BONGANI MFENQA	TELEPHONE NUMBER	039-6882255 or 0832267973
TELEPHONE NUMBER	039-3128304	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Steven.Goldsmith@rnm.gov.za
E-MAIL ADDRESS	Bongani.Mfenqa@rnm.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT THE BID OFFER MUST BE SIGNED BY A PERSON AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.
1.4.	A BIDDER WHO SUBMITTED A BID AS A JOINT VENTURE HAS INCLUDED AN ACCEPTABLE JOINT VENTURE AGREEMENT WITH HIS/HER BID.
1.5.	A BIDDER, WHO IS A JOINT VENTURE, HAS INCLUDED MBD 4, 8 & 9 FOR EACH ENTITY IN THE JOINT VENTURE / CONSORTIUM WITH HIS/HER BID
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## EVALUATION OF TENDER OFFERS

The procedure for evaluation of responsive Bid Offers will be **METHOD 4 (Financial Offer, preference and quality (functionality) with 80/20 Preference Points System**. Score quality, rejecting all Bid Offers that fail to score the minimum of 60% points for quality stated in the Bid Data. The total score awarded will be the addition of the two scores for price and preference.

The following formula will be used in Calculation of Percentage for Functionality

$$PS = \frac{So \times Ap}{Ms}$$

Where:

Ps = percentage scored for functionality by Bid/proposal under consideration

So = total score of bid/proposal under consideration

Ms = Maximum possible score

Ap = percentage allocated for functionality

ASPECT	CRITERIA	MAXIMUM POINTS	Verification Method
Company Previous Experience	Company with 3 (three) years or more relevant experience in supply & delivery of protective clothing for Law Enforcement	<b>10</b>	<ul style="list-style-type: none"> <li>• Attach a letter of appointment reflecting 3 years or more experience relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> <li>• Attach 3 (three) corresponding purchase orders relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> </ul>
	Company with 2 (two) years or more but less than 3 years relevant experience in supply and delivery of protective clothing for Law Enforcement	<b>6</b>	<ul style="list-style-type: none"> <li>• Attach a letter of appointment reflecting 2 years or more but less than 3 years relevant experience to the supply &amp; delivery of protective clothing for Law Enforcement.</li> <li>• Attach 2 (two) corresponding purchase orders relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> </ul>
	Company with 1 (one) year or more but less than 2 years relevant experience in supply and delivery of protective clothing for Law Enforcement	<b>4</b>	<ul style="list-style-type: none"> <li>• Attach a letter of appointment reflecting 1 year or more but less than 2 years relevant experience to the supply &amp; delivery for protective clothing for Law Enforcement.</li> <li>• Attach 1 (one) corresponding purchase orders relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> </ul>
	Company with no relevant experience in supply and delivery of protective clothing for Law Enforcement	<b>0</b>	<ul style="list-style-type: none"> <li>• No letter of appointment relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> <li>• No official orders relevant to the supply &amp; delivery of protective clothing for Law Enforcement</li> </ul>
<b>MAXIMUM POSSIBLE POINTS</b>		<b>10</b>	



b) Financial Offer

The financial offer will be scored using the following formula:

$$Nf = W1 \times [1 - (P - P_m) / P_m]$$

Where:

W1 = **80** for financial values up to R 50, 000, 000.00 (inclusive of VAT) of all responsive tenders received:

P<sub>m</sub> = the value of the comparative offer of the most favourable tender;

P = the value of the comparative offer under consideration;

In the application of the 90/10 preference point system, if all bids received are below R 50, 000, 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above R 50, 000, 000.00 threshold, all bids received must be evaluated on the 90/10 preference point system.

c) Preferences

Up to **20** points (for financial values up to R 50, 000, 000.00), will be awarded to bidders who complete the preference schedule and who are found to be eligible for the preference claimed.

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

1.1 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

1.2 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>

1.3 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.

1.4 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.

## **GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES**

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## **General Conditions of Contract**

- 1. Definitions**
- 1.1 The following terms shall be interpreted as indicated:
  - 1.2 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.3 “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.
  - 1.4 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.5 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.7 “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.
  - 1.8. “Database application form” means the application form required by the Ray Nkonyeni Municipality to be filled in by the successful Bidder, following the award of the contract, for inclusion on the RNM database before payment is made.
  - 1.9 “Day” means calendar day.
  - 1.10 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.11 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.12 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
  - 1.13 "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.
  - 1.14 "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.

- 1.15 "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.
- 1.16 "GCC" means the General Conditions of Contract.
- 1.17 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.18 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.19 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.20 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.21 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.
- 1.25 "SCC" means the Special Conditions of Contract.
- 1.26 "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.

- 1.27 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.28 “Tort” means in breach of contract.
- 1.29 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.30 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specifications, 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 of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned

(all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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

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

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

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

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

**8. Inspections, tests and analyses** 8.1 All pre-bidding testing will be for the account of the bidder.

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

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the

contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

**9. Packing**

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

**10. Delivery and documents**

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials



unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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

**16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

16.5. Payment will only be made if the supplier has filled in and submitted the necessary database application form to the satisfaction of the Chief Financial Officer.

**17. Prices**

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

**18. Variation orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the

goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

- 19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance** 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as

a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

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

**25. Force majeure**

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

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

**26. Termination**

26.1 The purchaser may at any time terminate the contract by giving

	<b>for insolvency</b>		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.
<b>27.</b>	<b>Settlement of disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
		27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
		27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
		27.4	Notwithstanding any reference to mediation and/or court proceedings herein, <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.</li> </ul>
<b>28.</b>	<b>Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
<b>29.</b>	<b>Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30.</b>	<b>Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31.</b>	<b>Notices</b>	31.1	Every written acceptance of a bid shall be posted to the Supplier

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

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
- 34. Amendment of contracts**
- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
- 35. Prohibition of restrictive practices**
- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended, an agreement between, or concerted practice by , firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**No contract will be awarded to a person who has failed to submit a copy of Tax Compliance Certificate with a PIN from the South African Revenue Service (“SARS”) certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.**

I certify that I have the appropriate authority to furnish the above-mentioned information and that the above information is correct at the time of completion.

Name:	Signature:
Designation:	Date:



## **SECTION A – QUARTER MASTERING SPECIFICATIONS**

### **1. CAPS**

#### **a) OFFICER’S CAP:**

Officer’s cap with high crown rolled construction laminated fabric on foam. The cap shall have a black shiny peak. It must be fully lined with polyester lining and leatherette sweat band and velvet comfort strip with ventilation eyelets in the bevel. The cap must have no oak-leaf braid on the headband. The cap shall have a leather adjustable chin strap with official RNM crested silver buttons, which are to be supplied by the Tenderer. Piping along the crown in bevel seam silver plated metal star badge to be fitted to front centre of cap and supplied by tenderer. Blue and white checked band supplied and fitted covering entire circumference of cap.

**SIZE: 45 – 62**

**Colour: Navy blue**

**Composition: 55% Trevira/45% New Wool**

#### **B) RANKING OFFICERS’ CAP**

As above but with an attached royal blue cap-band and standard leather chin strap with crested gold buttons- Gold plated metal badge fitted to front centre of cap and supplied by tenderer. Rank insignia on cloth peak as follows:-

- i) Superintendents: 3 golden wreaths
- ii) Assistant Superintendents: 2 golden wreaths
- iii) Senior Traffic Officer: 1 golden wreath
- iv) Officer: plain peaks

**Size: 45 – 62**

**Colour: navy blue**

**Composition: 55% Trevira/45% New Wool - Embroidery to be Lurex Thread**

NB \*sample of the 5-leaf cap only will be accepted

### **2. TROUSERS: (NAVY BLUE)**

The trousers shall have a plain waistband with 60mm belt loops to accommodate a wide belt. It shall have a rubberized insert and reinforced edges. The trousers will have a zip fly and French bearer. The two side pockets must slant, on jetted hip pocket with button and a fob pocket. Top quality woven polyester/cotton pocketing shall be used throughout. The trousers shall have an inlay of at least 30mm at each side of the back seam. Chain stitching used on seat and side seam for extra strength, all stress points shall be bar-tacked throughout. All garments with finished bottom.

**Size: 2 – 14**

**Colour: navy blue**

**Composition: 55% Trevira/45% New Wool**

**Weave: Plain**

**Mass per square metre: 260 grams**



Number of threads per cm: 18 x 18  
 Yarn count: 46/3 x 46/3

**SIZE RANGE: GARMENT MEASUREMENTS IN CM**

SIZE	76	81	87	92	97	102	107	112	117	122	127	132
WAIST	76	81	87	92	97	102	107	112	117	122	127	132
IN/LEG	80	81	81	81	81	81	81	81	81	81	81	81
SEAT	99	104	109	114	119	124	129	134	139	144	149	154

**3. LADIES SLAX**

The slax shall have single front pleats, zip fly, two front pockets with a curved opening and a waistband with belt loops. The front shall have single reverse pleats and front pockets of self-material with curved openings. The trousers shall have an inlay of at least 30mm at each side of the back seam. The back shall be plain with two darts. The legs shall be plain with felled bottoms. The pockets shall be made of self-material and shall be sewn into the fly. The slax shall have a 40mm topstitched waistband with at least five 60mm belt loops. The front shall close by means of a button and button hole. Hanger loops shall be sewn onto the inside of the waistband.

**SIZE RANGE: Garment measurements in cm**

SIZE	71	76	81	87	92	97	102	107	112	117	122	132
WAIST	56	61	66	71	76	81	87	91	96	101	106	116
IN/LEG	74	74	74	74	74	74	74	74	74	74	74	74

Colour: Navy blue  
 Composition: 55% Trevira/45% New Wool

**4. Mens/ladies shoes**

**OFFICERS LACE UP SHOES GOODYEAR WELTED IN ACCORDANCE WITH SABS CKS421 MENS (AMENDED) AND SABS 422 LADIES (AMENDED)**

<b>STYLE</b>	Upper construction. The shoes shall be of a Gibson style and shall have a plain vamp with 6-8 eyelets.
<b>METHOD OF CONSTRUCTION</b>	
<b>GENERAL</b>	The method of construction shall be in accordance to the Goodyear welted principal.
	The outer sole shall be secured to the welt by means of a lockstitch seam; p.v.c. nitrile outer soles shall be stuck to the welt before stitching by means of a suitable good quality adhesive. The heels of the outer soles shall be moulded as part of the sole.

The upper leather	The upper leather including the tongue shall be a fully chrome black leather that complies with the relevant requirements of the CKS471.
	The vamp shall be cut from the butt area of the sides.
	The purchaser shall specify the colour of the upper leather - Black

#### **LINING MATERIAL**

Quarter linings	Breathable synthetic lining
Vamp lining	Vamp lining shall be of a woven or of a non-woven fabric.
Tongue Lining	A tongue lining shall be of a felt.
Toe Puffs	Toe puffs shall be of an acceptable material.
stiffeners	Stiffeners shall be of a moulded leather board type or of the thermoplastic type.
eyelets	The shoes shall be fitted with accepted visible setting black eyelets having japanned or cellulose painted rims. The diameter of the eyelets measured across the inside of the barrels, shall be in the range of 3.4mm. The barrels shall be in the range of 3.4mm. The barrels shall be of sufficient length to ensure proper clinching on the facing.
Threads	The threads used for attaching the various upper components shall comply with the relevant requirements of SABS 1362

#### **BOTTOM MATERIAL AND OUTER SOLES**

Inner soles	Inner soles shall be of the stuck on rib type and shall be cut from non woven fibre-board
welting	The welting shall be of a PVC material
Seat lifts	The seat lift shall be of a PVC material
Outer sole and heel	The outer sole and heel shall be of PVC nitrile compound, moulded and scoured to fit the correct size

The shoes shall be boxed in a good quality corrugated box clearly marked with the contents and shoe size.

**Colour: BLACK**

**SIZE: 3,3-,4,4-,5,5-,6,6-,7,7-,8,8-,9,9-,10,10-,11,11-,12,12-**

#### **5. SHIRTS, HEAVY WEIGHT, LONG SLEEVE**

Long sleeve with two-button cuff and 1 button hole on the sleeve gauntlets, laid on front with 7 buttons, all buttons have four holes, two piece collar, pleated pockets with three pointed Velcro mitred tipped flaps with grommet holes on flaps to accommodate crested buttons. The grommet holes must be 1½ cm centred from bottom of flap. The shirts shall have a pen-hole slit in left pocket flap 2cm in length and shoulder straps for epaulettes. Shoulder straps to have buttons and buttonholes at collar end. Permanent stitching down shirtfront. Collar cuffs; pocket flaps and shoulder straps topstitched. Official Ray Nkonyeni Municipality shoulder flashes to be supplied by the Tenderer, which must be stitched on, 6cm from the top of the sleeve, during production. Permanent seam stitching on sleeve will not be accepted. Official Ray Nkonyeni Municipality Traffic Star (Material) to be stitched onto left front of shirt not less than 1mm above pocket, traffic star must be supplied by tenderer.

Size: 34 – 54  
 Colour: MAZARIN BLUE  
 COMPOSITION: 65% Polyester / 35% Cotton (Medium Weight)

**SIZE RANGE – Garment measurements in cm**

SIZE	S	M	L	1XL	2XL	3XL	4XL	5XL
CHEST	112	116	122	126	132	138	144	150
BK LENGTH	76	77	79	80	81	82	83	84
SLVE LENGTH	23	24	25	26	27	28	29	30

**6. SHIRTS, HEAVY WEIGHT, SHORT SLEEVE**

Short sleeve with french cuff, laid on front with 6 buttons, all buttons have four holes, gladneck collar, pleated pockets with three pointed velcro tipped flaps with grommet holes on flaps to accommodate crested buttons. The grommet holes must be 1 ½ cm centered from bottom of flap. The shirt will have no top button or button hole. The shirt shall have a pen hole slit in left pocket flap 2cm in length and shoulder straps for epaulettes. Shoulder straps to have buttons and buttonholes at collar end. Permanent stitching down shirt front. Collar, cuffs, pocket flaps and shoulder straps must be top stitched. Official Ray Nkonyeni Municipality shoulder flashes to be supplied by the Tenderer and to be stitched on, 6cm from the top of the sleeve, during production. Permanent seam stitching will not be allowed on sleeves. Official Ray Nkonyeni Municipality Traffic Star (Material) to be stitched onto left front of shirt not less than 1mm above pocket, traffic star must be supplied by tenderer.

Size 34 – 54  
 Colour: Mazarin Blue  
 Composition: 65 % Polyester/35 % Cotton (Medium Weight)

**SIZE RANGE – Garment measurements in cm.**

SIZE	34	35	36	37	38	39	41	42	43	44	46	47	48	49	51	52	53	54
CHEST	94	98	102	106	110	116	120	126	139	134	140	144	150	154	160	164	170	174
COLLAR	34	35	36	37	38	39	41	42	43	44	46	47	48	49	51	52	53	54
BK LNPTH	74	75	75	76	76	77	78	78	79	80	80	81	81	82	82	83	83	83
SLVE LENGTH	62	62	63	63	64	64	65	65	66	66	67	67	68	68	69	69	70	70

**7. SOCKS**

**a) WINTER SOCKS:**

The sock will be chemically treated to prevent growth of odour forming bacteria. Half hose with reinforced heel and toe.

Colour: black  
 Composition: 80 % Wool/20 % Nylon

**b) SUMMER - LIGHT WEIGHT SOCKS**

Half hose sock with reinforced heel and toe. The sock must be super absorbent, breathable, shrink free and chemically treated to prevent fungal growth and odour.

**Colour:** Black

**Composition:** 37% Mohair, 25 % Nylon, 37% Wool, 1% Lycra.

## **8. TIES - CLIP ON**

100 % Polyester fabric, woven lining, washable. To be of the clip on type. Lining to be of a matching colour.

**Colour:** Navy Blue

**Length:** 45cm

## **9. PADDED WINDBREAKER**

Concealed zip front to top of collar. Double outer flap with press-stud closure. Double collar construction. Two hand-warmer pockets, two breast patch pockets with inverted pleats and flaps with press-studs. Shoulder straps for epaulettes with press-studs. Elasticated waistband and cuffs. Deep cut armhole for easy movement. Press-studs are S-spring type - non-corrosive material with black nickle finish. Official Ray Nkonyeni Municipality embroidered shoulder flashes to be sewn on during production, 6 cm from seam edge. Flashes to be supplied by the Tenderer. Surnames of officers to be embroidered onto jacket 1cm above the right top pocket in a central position. Ray Nkonyeni Municipality will provide a sample of the dimensions of the embroidery.

**Size:** S – 4XL

**Colour:** Mazarin Blue

**Composition:** 65 % Polyester/35 % Cotton

### **SIZE RANGE – Garment measurements in cm.**

<b>SIZE</b>	<b>S</b>	<b>M</b>	<b>L</b>	<b>1XL</b>	<b>2XL</b>	<b>3XL</b>	<b>4XL</b>	<b>5XL</b>
CHEST	106	116	126	132	137	142	147	152
BACK LENGTH	68	70	71	72	73	74	75	76
TOP SLVE LENGTH	63	63	63	64	64	65	65	66

## **10. JERSEYS**

- a) Long sleeve V neck jersey with set in sleeve.
- b) 1 x 1 flat knit 12 gauge, 100 % acrylic yarn.
- c) Double welt, blind stitched sleeve cuffs and waistband.
- d) Woven fabric, elbow patches in trevira wool.
- e) Must have shoulder straps with press studs at color end
- f) Official Ray Nkonyeni Municipality embroidered shoulder flashes to be sewn on during production 6cm from seam edge.
- g) Official Ray Nkonyeni Municipality Traffic Star to be sewn on left front during Production. Traffic star must be supplied by the tenderer

**Size:** S – 5XL  
**Colour:** Navy Blue

**SIZE RANGE – Garment measurements in cm.**

<b>SIZE</b>	<b>S</b>	<b>M</b>	<b>L</b>	<b>1XL</b>	<b>2XL</b>	<b>3XL</b>	<b>4XL</b>	<b>5XL</b>
CHEST	106	110	116	120	128	134	140	146
BACK LENGTH	72	72	74	74	75	75	76	76
U/ARM SLEEVE LENGTH	53	54	54	54	55	55	56	56

**11. COMBAT CAP**

**a) OFFICER’S COMBAT CAP:**

Combat cap, adjustable elastic back, cloth-covered peak with full colour badge embroidered directly to front panel. Three eyelets on each side of the panel for ventilation, fully lined. Front panel to have a good quality poly/prop stiffening inside.

**Size:** S – 2XL  
**Colour:** Navy Blue  
**Lining:** Navy Blue  
**Composition:** 65% Polyester/35% Cotton

**b) RANKING OFFICER’S COMBAT CAP:**

As above with rank marking as follows:-

7 Leaf Wreaths Gold Lurex Thread  
5 Leaf Wreaths Gold Lurex Thread  
3 Leaf Wreaths Gold Lurex Thread  
2 Leaf Wreaths Gold Lurex Thread

**Size:** S – 2XL

**COMBAT SHIRT**

**Fabric:** 50/50 Poly Cotton Field Dress  
**Colour:** Navy

Military style shirt with open neck collar.  
Button front with plain button shank.  
It shall have a double layer shoulder yoke and tapered short sleeves.  
2 Epaulette straps  
2 Chest pockets with mitred flaps and Velcro attachment and mock button  
Left pocket shall have pen hole slit  
Front shall be plain.  
Left front shall have a plain stand with button holes.  
Right front shall have corresponding 4 hole buttons  
Back shall be plain.  
Sleeves shall be one piece

## **12. COMBAT TROUSERS**

The combat trousers shall have two straight side pockets, one pleated patch pocket with flap on left thigh with velcro closure. One patch pleated pocket on right hand side of trouser with velcro closure. Good quality zip in fly. The front and back trouser legs to be seam stitched. The back shall have one jetter hip pocket on the right hand side with velcro closure. The bottoms of the trousers shall be plain with drawstring cords. The trousers shall have 60 mm wide waste band with two-button closure and at least six (6) belt loops measuring 60mm. All pockets shall be made of self material, all openings bar-tacked. All seat and inside leg seams shall be overlocked and chain stitched. The side seams shall be two needle top stitched.

**Size** 76 – 137  
**Colour:** Navy  
**Composition:** 65/35% Polyester/Cotton

### **SIZE RANGE – Garment measurements in cm.**

<b>SIZE</b>	<b>71</b>	<b>76</b>	<b>81</b>	<b>87</b>	<b>92</b>	<b>97</b>	<b>102</b>	<b>107</b>	<b>112</b>	<b>117</b>	<b>122</b>	<b>127</b>	<b>132</b>
<b>WAIST</b>	71	76	81	87	92	97	102	107	112	117	122	127	132
<b>IN/LEG</b>	79	80	81	81	81	81	81	81	81	81	81	81	81
<b>SEAT</b>	94	99	104	109	114	119	124	129	134	139	144	149	154

## **13. COMBAT BOOTS**

Combat boots to be a combination of canvas and leather which is black in colour. Must be of the same quality and design as presently used by the Ray Nkonyeni Municipality.

**Colour:** Black  
**Size Range:** 4; 5; 6; 7; 8; 9; 10; 11; 12; 13; 14.

The Combat boot is constructed in a leather/cordural 150 Denier nylon mesh fabric for coolness and is therefore light weight. The boot is lined in a Tiabrelle lining which wicks the moisture off the foot. The sole has a EVA mid sole for comfort and is shock absorbent. The sole also has a steel shank for stability, which limits excessive flexing of the outer sole. There is a heel stabiliser to prevent foot “roll out”. The heel and toe are channel stitched for durability. There is a carbon rubber outer sole. There is a suede collar at the back of the boot for added comfort. Must have a zip on the inner side of the boot, closing from ankle to top end of boot.

## **14A. LADIES HAT**

Ladies hat, turn-up, stitched brim. The hat shall have a high crown and a built in band. It has a lined hard top. Must be the same as presently used by the Ray Nkonyeni Municipality. Must have attached to front middle, a traffic star.

**Size** S – XL  
**Colour** Navy

## **14B. LADIES HAT – RANKING OFFICERS**

As above with rank markings as follows:

Rank to be embroidered onto hat and **not** stuck on.

7 Leaf wreaths gold lurex thread

5 Leaf wreaths gold lurex thread

3 Leaf wreaths gold lurex thread

## **15. LADIES PANTIHOSE**

**Colour:** Metallic Silver/ Black Mail

**Size:** S – SL

## **16. LADIES LINED SKIRT**

The skirt shall be a three-panel style. It shall be fully lined and fasten at the back by means of a zip and button. The front shall be plain with two darts. The back shall have two panels with a zip fastener and 2 darts on either side of the zip. The skirt shall have a 40mm top stitched waistband with at least four 60mm belt loops. Hanger loops shall be sewn onto the side of the waistband.

The material shall be a 55/45 Trevira/Wool blend made in accordance with SABS 985/1979.

The lining shall be 100% Polyester.

**Size** 87 - 132  
**Colour:** Navy Blue  
**Composition:** 55% Trevira Wool/45% New Wool  
**Weave:** Plain  
**Mass per m:** 270g  
**Number of threads per com:** 18 x 18  
**Yarn Count:** 46/3 x 46/3

### **SIZE RANGE: Garment measurements in cm.**

<b>SIZE</b>	<b>71</b>	<b>76</b>	<b>81</b>	<b>87</b>	<b>92</b>	<b>97</b>	<b>102</b>	<b>107</b>	<b>112</b>	<b>117</b>	<b>122</b>	<b>127</b>	<b>132</b>
<b>WAIST</b>	57	62	67	72	77	82	87	92	97	102	107	112	117
<b>BK LENGTH</b>	69	69	69	69	69	69	69	69	70	70	70	71	72

## **17. LADIES COURT SHOE**

The shoe shall have a court heel and be made of leather.

**Colour:** Black

**Size** 2, 2½, 3, 3½, 4, 4½, 5, 5½, 6, 6½, 7, 7½, 8, 8½

## **18. JACKETS REFLECTIVE**

The jacket must be a combination of orange and lime coloured material and be sleeveless.

It must have a heavy duty zip in the front with an elastic waistband.

The collar must be orange in colour together with a reflective strip.

The front of the jacket must have:-

- Shoulder straps of a firm material to accommodate epaulettes. To be of the correct length and must fasten with a press stud.
- The shoulder of the jacket must be re-enforced to prevent sagging.
- Seven strips of block reflective material.
- A traffic badge and the words Ray Nkonyeni Municipality – Law Enforcement which are reflective.
- The top section of the jacket must be a lime colour and the bottom half in an orange netted fabric.
- Shoulder straps must have Velcro which attaches to the top part of the shoulder.

Provision must be made on the right hand side of the jacket for a name badge to be fitted, preferable a pocket for name card. This section to be re-enforced.

The rear of the jacket must have five rows of block reflective material together with the words Ray Nkonyeni Municipality Law Enforcement printed thereon.

Size Range: S – 5XL

#### **SIZE RANGE – Garment measurements in cm.**

SIZE	S	M	L	1XL	2XL	3XL	4XL	5XL
CHEST	120	128	136	142	146	150	154	158
BACK LENGTH	72	72	72	72	75	75	75	75

#### **19A) QUARTER MASTERING SERVICE**

Price for quarter mastering service and delivery to each Ray Nkonyeni Municipality officer.

### **SECTION B - GENERAL**

#### **20. STEP OUT UNIFORM FOR TRAFFIC OFFICERS**

##### **a) TUNICS - 2 POCKET:**

The tunic should be a military style. The garment shall have two mitred edge top pockets with flaps. It will also have an inside pocket and pen pocket. It shall have pointed cuffs with two eyelets to accommodate buttons. The garment shall be fully lined with a centre vent and must have shoulder straps for epaulettes.



**Size** 87 - 122  
**Colour:** Navy Blue  
**Composition:** 55 % Trevira / 45 % Wool

This fabric is made in accordance with specification SABS 985 / 1979.

**b) TROUSERS**

The trousers shall have a plain waistband with 60 mm belt loops to accommodate a wide belt. It shall have a rubberized insert and reinforced edges. The trousers will have a zip fly and French bearer. The two side pockets must slant, one jetted hip pocket with button and a fob pocket. Top quality woven polyester/cotton pocketing shall be used throughout. The trousers shall have an inlay of at least 30mm at each side of the back seam. Chain stitching used on seat and side seam for extra strength, all stress points shall be bar-tacked throughout. The trouser must match the tunic in every possible way. All garments with finished bottoms.

**Size** 2 – 11Q  
**Colour:** Navy Blue  
**Composition:** 55 % Trevira / 45 % New Wool  
**Weave:** Plain  
**Mass per square metre:** 260 grams  
**Number of threads per cm:** 18 X 18  
**Yarn count:** 46/3 X 46/3

**SIZE RANGE – Garment measurements in cm.**

<b>SIZE</b>	<b>76</b>	<b>81</b>	<b>87</b>	<b>92</b>	<b>97</b>	<b>102</b>	<b>107</b>	<b>112</b>	<b>117</b>	<b>122</b>	<b>127</b>	<b>132</b>
<b>WAIST</b>	76	81	87	92	97	102	107	112	117	122	127	132
<b>INS/LEG</b>	80	81	81	81	81	81	81	81	81	81	81	81
<b>SEAT</b>	99	104	109	114	119	124	129	134	139	144	149	154

**NOTE:** The tunic and trouser is worn as a unit and the compatibility of the two items is essential. Both items will therefore be awarded to one Tenderer.

**21. MOTORCYCLE BOOTS**

Concealed full length zip with rain gusset and leather strap, rubber soles. Must be the same style and quality presently used by the R.T.I.

**Size** 5 - 11  
**Colour:** Black

**22. HANDCUFFS**

**22.1 SPECIFICATIONS**

### **22.1.1 Material**

- All parts of the handcuffs must be fabricated of steel.
- All external parts of the handcuffs must be nickel – plated.
- Preference will be given to stainless steel.

### **22.1.2 Design & Construction**

- Design and construction must be as shown in the drawing attached as Annexure A.
- The handcuffs must be capable of withstanding a 225kg static load without distortion or fracture when tested as specified in paragraph 8.4 in direction indicated in the drawing.

### **22.1.3 Lock Mechanism**

- Each handcuff must be provided with a double locking mechanism. The handcuff must lock when it is applied to the wrist and must be capable of stopping the jaw of the handcuff against travel in either direction. The mechanism must be released by the use of the key without any undue force. The locking mechanism must not unlock without the use of the key.
- The key holes must be on opposite sides of the cuff (ie. one front and one rear).

### **22.1.4 Unlocking**

- Each handcuff must be capable of being unlocked from the double locked position by rotation of the key in clockwise direction only.

### **22.1.5 Jaw**

- The jaw ratchet must be machined to provide a positive locking profile with the pawls. The jaw must be retained against the locking mechanism by means of two circumferential grooves with corresponding lugs in each cheek.
- The last notch on each jaw must be modified to facilitate “speed loading” of each handcuff as in Annexure A.

### **22.1.6 Dimensions**

- Each handcuff must have the ffg. dimensions:
- Minimum opening. For insertion of wrist : 50mm
- Minimum inside perimeter when jaw is engaged at the last notch entering the locking mechanism : 203mm
- Maximum inside perimeter when jaw is engaged at the last notch entering the locking mechanism : 165mm
- Maximum overall length of the pair of handcuffs : 200mm

### **22.1.7 Weight**

- Maximum weight of the pair of handcuffs : 400g

### **22.1.8 Marking**

- The finished handcuff must be permanently marked with the name or trademark of the manufacturer.

### 22.1.9 Operating Instructions

- Each pair of handcuffs must be provided with operating instructions.

### 22.1.10 Lubrication

- The handcuffs must be lubricated by submerging them in light oil.

### 22.1.11 Keys

Each set of handcuffs must be provided with two (2) keys. The keys must be manufactured of high quality steel and must have a lifespan that is equal to that of the handcuffs.

- **Construction**  
The key handle must be designed in such a way that it can easily be ascertained which is the top and bottom of the key.
- **Manufacturing Method**  
The key must be forged and must have a guide hole drilled down the centre of the shaft on the front. The key must be long enough so that there is adequate clearance between the key handle and the handcuffs when unlocking the handcuff.

## 22.2 WORKMANSHIP

The handcuffs must be free of burrs, sharp edges, tool marks or corrosion. The nickel finish must not be scratched.

## 22.3 QUALITY ASSURANCE PROVISIONS

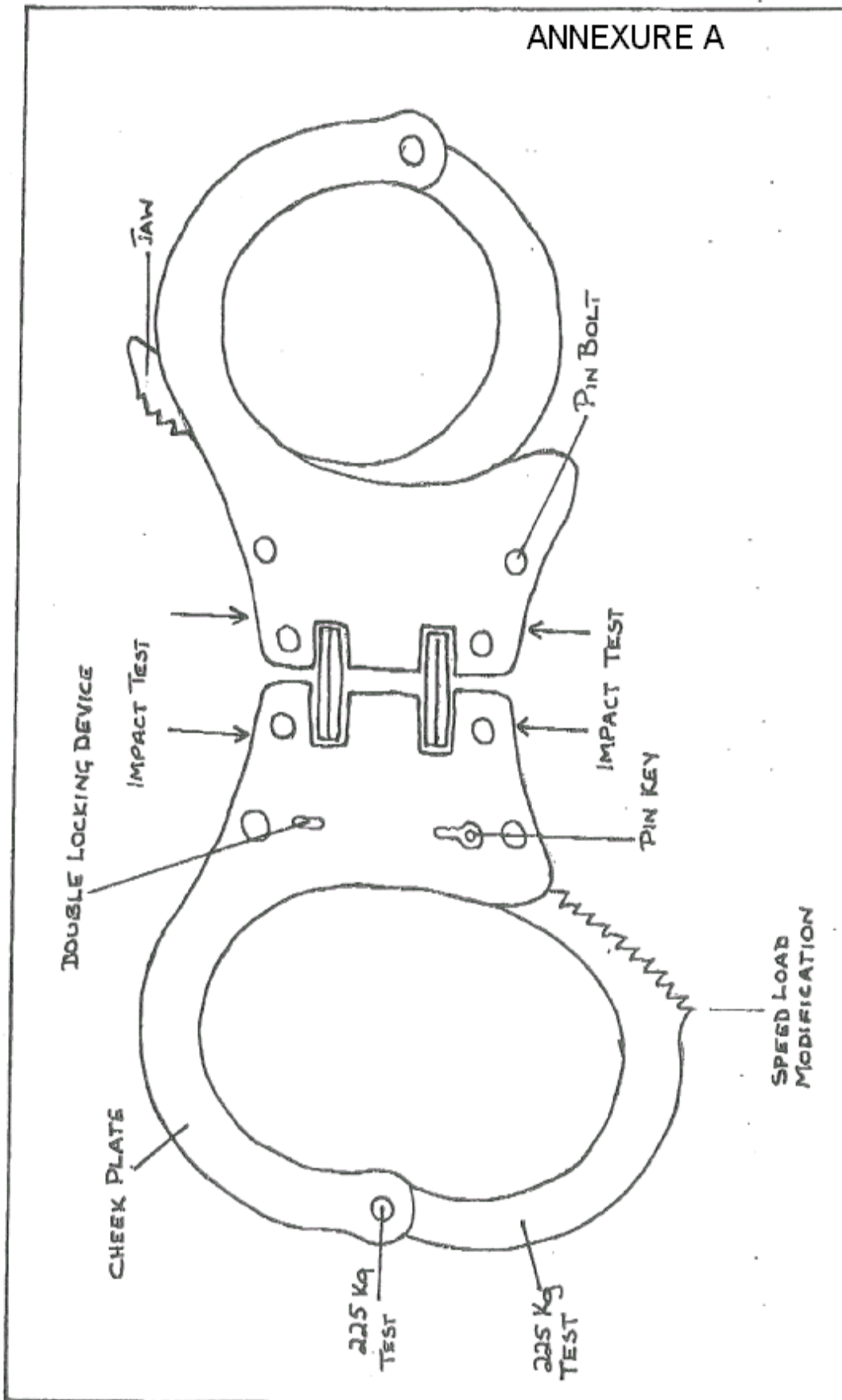
The tenderer is responsible for the performance of all inspections. The procedure set out in paragraph 8.4 must form part of the tenderer's overall quality assurance system.

## 22.4 INSPECTION PROCEDURES

- Proof Load : Handcuffs  
Handcuffs must be locked with the jaw engaged at the first notch entering the locking mechanism. A static load of 225kg must be applied longitudinally from the outer edge of the one handcuff to the outer edge of the other handcuff as shown in Annexure A.
- Proof Load : Locking Mechanism  
Handcuffs must be locked with the jaw engaged at the first notch in the locking mechanism. A static load of 225kg must be applied at right angles to the longitudinal axis of the handcuffs from one side of the handcuff to the other side of the same handcuff as shown in Annexure A.

- Proof Tampering : Locking Mechanism  
The handcuffs must be locked with the jaw engaged at the seventh notch in the locking mechanism and double locked. Using flat narrow piece of metal pry between the notched jaw and the locking mechanism in an attempt to open the handcuff.
  
- Proof Impact : Handcuffs  
The handcuffs must be able to withstand an impact on a strategical place as shown in Annexure A with double locking or unlocking from the double lock position, the impact must be equal to a drop of the handcuff from a height of 3 meters.
  
- Proof Wear : Jaw and Cheek Teeth  
The handcuffs must be put through a circulation test where the jaw is passed through the ratchet mechanism at least 10 000 times. After the circulation test has been completed, the handcuffs must still pass the inspection as specified in the abovementioned points.

ANNEXURE A



## 23. BELTS

### a) Officer's Leather belt

Double leather officer's belt with buckle protector and silver sambrowne solid silver, 55 mm width, waist belt in genuine plain leather with reinforced stitching throughout. To be fitted with solid silver double prong buckle. Buckle and belt to be exactly the same quality and appearance as the buckle and belt presently used by Law Enforcement Officials.

**Size** 32 – 85  
**Colour** Black

### b) Nylon Belt

Black nylon belt with corporate buckle consistent with the belt presently used by the Fire Department and must have traffic badge on face of buckle.

**Size** 32 – 85  
**Colour** Black

## 24. OVERALLS

The overalls shall have flaps for epaulettes, 2 breast and 2 side pockets, 2 way zip, at least 6 X 60 mm loops for belt, elasticated backing, permanent seam down front and rear of leg. Long sleeves with button closure. A rubber star of the Ray Nkonyeni Municipality Law Enforcement supplied by the tenderer must be sewn onto the garment during production. Official Ray Nkonyeni Municipality Shoulder flashes supplied by the Tenderer, must be sewn on 6 cm from the top of sleeve. Flashes same as those used on padded windbreaker – round.

**Size:** 81 – 137  
**Colour:** Navy Blue  
**Composition:** 50 % Polyester/50 % Cotton

<b>SIZE</b>	<b>87</b>	<b>92</b>	<b>97</b>	<b>102</b>	<b>107</b>	<b>112</b>	<b>117</b>	<b>122</b>	<b>127</b>	<b>132</b>
CHEST	123	128	133	138	143	148	153	158	163	168
WAIST	101	106	111	116	121	126	131	136	141	146
SLEEVE	53	53	54	54	54	55	55	56	56	57
IN/LEG	75	75	75	75	75	75	75	75	75	75

## 25. CORDURA ACCESSORIES

Accessories manufactured in Cordura comprising of the following fittings: -

### a) **Holster**

Holster – Ambidextrous with leather/velcro thumb break strap and sight guard. Thumb break to be adjustable for left or right hand use.

### b) **Handcuff Pouch**

Handcuff pouch with velcro fastener.

c) **Magazine Pouch**

Magazine pouch with velcro fastener.

d) **Thigh Holster**

The thigh holster has velcro fasteners and two wide elastic bands to secure the holster to the leg, an adjustable strap to secure the holster to the belt. There is a nylon strap to secure the firearm with adjustable velcro closure.

**Fabric construction:** Cordura

**Colour:** Black

**26. O.C.GAS CANISTER WITH BLACK CORDURA HOLSTER**

**Format:** 100 ml. (Content) Oleoresin (pepper spray) high volume long range.

**Canister format:** The canister is manufactured is seamless aluminium monobloc container.

**Actuator/Overcap:** Gas filled polyprop, flip-top safety.

**Flammability:** Non flammable.

**Propellant and Solvent toxicity:** Non toxic in specified delivery format.

**Oleoresin Capsicum (O.C.):** Guaranteed 10% O.C. content in fog aerosols.

**Shelf life:** 2 years

**27. BREECHES**

Two front cross pockets, one hip pocket with flap, at least 6 x 60mm belt loops, self-strapping between legs. Lace closure on calf. Navy blue and gold stripe down the outside of legs.

**Colour:** Navy Blue

**Composition:** Whipcord - 55/45 % Trevira Wool

**Size:** 81 - 137

**SIZE RANGE – Garment measurements in cm.**

<b>SIZE</b>	<b>76</b>	<b>81</b>	<b>87</b>	<b>92</b>	<b>97</b>	<b>102</b>	<b>107</b>	<b>112</b>	<b>117</b>	<b>122</b>	<b>127</b>	<b>132</b>
WAIST	76	81	87	92	97	102	107	112	117	122	127	132
INS/LEG	69	70	70	71	72	72	72	72	72	72	73	73
SEAT	112	116	118	121	124	126	129	131	134	136	139	141

**28. GUANTLETTES**

To be made of a white P.V.C. cuff with gusset. Reinforced palm and leather wrist strap with press-stud.

**29. RAIN SUIT**

**a) JACKET**

The jacket has a fixed hood. There is a double flap over the zip, which also has a press stud or velcro closure. There are two bottom bellow pockets with flaps and press-studs. The reflective piping across the chest, back and sleeves forms a high visibility "T" across the shoulders. The sleeves and waist must have a reflective band 50 mm in width. There are shoulder straps to accommodate epaulettes and the sleeves have adjustable velcro cuffs. The bottom of the jacket shall have a draw string with cord locks. The garment shall have a fixed hood, which can be folded away. The collar shall have an adjustable tab. Polartec fleece in cuffs and collar. A large reflective Ray Nkonyeni Municipality Logo must be stitched onto the back and a Traffic star on the front left chest above Law Enforcement. All badges and stars to be provided by the Tenderer.

**Size:** S – 4XL  
**Colour:** Navy Blue  
**Composition:** Outer: 4 oz K-Tech, waterproof, breathable coated Nylon

**b) TROUSERS**

The trousers have an elasticated waistband. There is no inside leg seam. All seams are sealed with hot melt seam sealing tape. Lime yellow/Silver reflective material from top to bottom along outside of leg on both sides of trousers, with of reflective material at least 2cm

**Size:** S – 4XL  
**Colour:** Navy Blue  
**Composition:** Outer: 4 oz K-Tech, waterproof, breathable coated Nylon

**NOTE:** The jacket and trousers are worn as a unit and will therefore be supplied by the same tenderer.

**30. LANYARDS**

**Colour:** Navy blue  
As per existing Ray Nkonyeni Municipality Law Enforcement uniform

**31. LEATHER I.D. HOLDER**

Embossed with Silver and Navy traffic badge  
**Colour:** Black  
Plain leather  
To fit Law Enforcement appointment cards

**32. GEORGETTES PLAIN**

The standard button must be replaced by a small official Law Enforcement Traffic button.

**Colour:** NAVY BLUE  
**Rankings:** RUBBERISED – 3 WREATHS  
2 WREATHS  
1 WREATH



PLAIN

**33. BATON WITH SIDE HANDLE**

Side handle to be ribbed.  
Baton holder to be included.

**Colour:** Black  
**Length:** 595 mm

**34. LEATHER FIREARM HOLSTER**

Must have one magazine pouch attached with solid plain silver stud to fit CZ75 pistol.  
To fit standard RNM Traffic belt.

**Colour:** Black

**35. HANDCUFF POUCH**

To fit law Enforcement handcuffs.  
Flap closure by means of solid plain silver stud

**Colour:** Black

**36. WHITE GLOVES**

Must be fitted with silver reflective material on the face and back of glove

**Size:** S – XL

**37. RAIN CAP COVER**

Elasticated rim.

**Colour:** Transparent

### 38. EPAULETTES



Navy Blue synthetic fabric with gold plated metalette laurel wreaths, Navy blue for Law Enforcement metalette buttons and silver metalette bars permanently fitted onto a stiffened backing with internal lining. Backing folded over and sealed to form tube which slides over garment shoulder strap.

Measurements : 142.4mm long, tapering from 66mm to 54.8mm. Spacing of insignia from bottom edge – 15mm. Space between wreaths and bars – 10mm. Rounded narrow end.

- Item 1 Epaulettes – Metalette – silver RNM button, 4 x gold laurel wreaths
- Item 2 Epaulettes – Metalette – silver RNM button, 3 x gold laurel wreaths
- Item 3 Epaulettes – Metalette – silver RNM button, 3 x gold laurel wreath and 1 x silver bar
- Item 4 Epaulettes – Metalette – silver RNM button, 2 x gold laurel wreath and 1 x silver bar
- Item 5 Epaulettes – Metalette – silver RNM button, 1 x gold laurel wreath and 1 x silver bar
- Item 6 Epaulettes – Metalette – silver RNM button. 1 x 12.7mm gold braid stripe
- Item 7 Epaulettes – Metalette – silver RNM button

### SECTION C – BADGES

39. All other badges will comply with all the specifications of uniforms currently used Ray Nkonyeni Municipality

#### 40. GOLF SHIRTS

Golf shirts – cotton – Navy blue/Maroon/White/Lime Green/Lilac

**41. TRACK SUIT**

Navy Blue with gold striping on outer side of both legs. Must have draw string at waist and metal zip on inner of both legs. Zip must close from ankle up the leg, approximately ten (10) cm and of high-quality material similar to Nike or Addidas.

**42. BULLET PROOF VEST**

Black in colour, wrap around reaction vest. Wrap around soft aramid protection and hard metal protection.

Must include on front, outer of vest, a holster, suitable for 9mm Pistol, single magazine (9mm) pouch, radio pouch, pocketbook pouch and Velcro Logo pouch.

Embroided Traffic Star on front, bearing The Municipality name and Logo.

Embroided on rear of vest be:

RAY NKONYENI  
MUNICIPALITY  
LAW ENFORCEMENT

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

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

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

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

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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ITEM NO. **	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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/ We hereby quote / tender for the following: Supply and Delivery of Protective Clothing for Law Enforcement for a period of three (3) years

- This quote/tender is valid for a period of 120 Days.
- These prices quoted are non-firm
- Escalation will be made annually based on the average CPI of each completed year of the tender awarded

ITEM	UNIT PRICE		
	RANDS		CENT
<b>Caps</b>			
• Plain			
• Senior Traffic Officer			
• Assistant Superintendent			
• Superintendent			
<b>Trousers male</b>			
<b>Ladies Slacks</b>			
<b>Shoes male &amp; female</b>			
<b>Shirts – short sleeve heavy weight</b>			
<b>Shirts – long sleeve heavy weight</b>			
<b>Sock winter</b>			
<b>Socks light weight</b>			
<b>Clip on tie</b>			
<b>*Padded Windbreaker</b>			
<b>**Jersey</b>			

<b>Combat cap</b>			
• Plain			
• Senior Traffic Officer			
• Assistant Superintendent			
• Superintendent			
<b>Combat trousers</b>			
<b>Combat boots</b>			
<b>Ladies hat</b>			
<b>Ladies pantyhose blackmail</b>			
<b>Ladies lined skirt</b>			
<b>Female court shoes</b>			
<b>Reflective Jacket</b>			
<b>*Replaced 3 yearly</b>			
<b>**Replaced 2 yearly</b>			
<b>Leather Belt</b>			
<b>Nylon belt</b>			
<b>Epaulettes: Ranking Officer</b>			
<b>Epaulettes: Plain</b>			
<b>Handcuff (with pouch)</b>			
<b>Magazine pouch</b>			
<b>O.C.Gas Cannister(with holster)</b>			
<b>Rain suit</b>			
<b>Gauntlettes</b>			
<b>White Gloves (Point Duty)</b>			
<b>CZ 9mm Holster (right or left)</b>			
<b>Thigh Holster (CZ 9mm)</b>			
<b>Overalls</b>			
<b>Tunics</b>			
<b>Lanyards (braided/plain)</b>			
<b>Leather I.D Holster</b>			
<b>Georgettes</b>			
• Plain			
• Senior Traffic Officer			
• Assistant Superintendent			
• Superintendent			
<b>GOLF SHIRTS – COTTON – NAVY BLUE/MAROON/WHITE/LIME GREEN/LILAC</b>			
<b>Bullet Proof Vest</b>			
	Sub-total R		
	Plus 15% VAT R		
	TOTAL R		

Required by: .....

At: .....

- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

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

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

Where:

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

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

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

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

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

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

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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



**DECLARATION OF INTEREST**

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

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
- 3.4 Company Registration Number: .....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number: .....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.9.1 If yes, furnish particulars.....  
 .....

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

3.10.1 If yes, furnish particulars.  
 .....  
 .....

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

3.11.1 If yes, furnish particulars  
 .....  
 .....

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

3.12.1 If yes, furnish particulars.  
 .....  
 .....

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

3.13.1 If yes, furnish particulars.  
 .....  
 .....

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

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

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

Full Name	Identity Number	State Employee Number


**CERTIFICATION**

I, \_\_\_\_\_ THE UNDERSIGNED CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

ACCEPT THAT THE COUNCIL MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**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**

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### 1 GENERAL CONDITIONS

- 1.5 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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.6 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
- .
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.7 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (c) Price; and
  - (d) Specific Goals.
- 1.8 **To be completed by the organ of state:**  
 The maximum points for this tender are allocated as follows:
- 1.9 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.
- 1.10 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

#### 3.1. 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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 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)
an EME or QSE which is at least 100% owned by black people;	20	
an EME or QSE which is at least 51% -99% owned by black people;	12	
an EME or QSE which is at 25% - 50% owned by black people;	8	



**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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....
	.....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;

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

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

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

\_\_\_\_\_  
**POSITION**

\_\_\_\_\_  
**NAME OF BIDDER**

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