



KAAP AGULHAS MUNISIPALITEIT  
 CAPE AGULHAS MUNICIPALITY  
 U MASIPALA WASECAPE AGULHAS

**TENDER: SUPPLY AND DELIVERY OF ARC  
 FLASH PROTECTIVE CLOTHING FOR LV AND  
 ELECTRICAL NETWORK FOR A PERIOD ENDING  
 30 JUNE 2029**

**SCM55/2025/26**

<b>BIDDERS NAME:</b>	_____	
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>BBBEE STATUS LEVEL</b>	_____	
<b>CSD REGISTRATION NR</b>	MAAA	
<b>BID AMOUNT:</b>	R _____ Vat (inclusive)	

<b>For Office Use</b>  <b>Official 1:</b> .....  <b>Official 2:</b> .....	<b>OFFICIAL STAMP</b>
	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>

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**CHECK LIST FOR COMPLETENESS OF BID DOCUMENT**

The bidder **MUST ENSURE** that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

1.	Completed page containing the details of bidder	Yes	No
2.	Specifications & Pricing Schedules - Is the form duly completed and signed?	Yes	No
3.	<b>(CAMBD 2)</b> Are a Tax Compliance status pin attached	Yes	No
4.	<b>(Schedule 1 A)</b> Authority of Signatory - Is the form duly completed and signed?	Yes	No
5.	<b>(Schedule 1B)</b> Enterprise Questionnaire -Is the form duly completed and signed?	Yes	No
6.	<b>(Schedule 1C)</b> Documents of Incorporation - Is the form duly completed and signed?	Yes	No
7.	<b>(Schedule 1D)</b> Payment of Municipal Accounts - Is the form duly completed and signed?	Yes	No
8.	<b>(Schedule 1E)</b> B-BBEE certificate - Is the form duly completed and signed? Is a <b>certified or an original certificate attached</b>	Yes	No
9.	<b>(Schedule 1F)</b> Schedule of work experience of tenderer- Is the form duly completed and signed?	Yes	No
10.	<b>(Schedule 1G)</b> Declaration by The Bidder Where the Bidder Is Sourcing Goods - Is the form duly completed and signed?	Yes	No
11.	Form of Offer - Is the form duly completed and signed?	Yes	No
12.	Contract data - Is the form duly completed and signed?	Yes	No
13.	<b>(CAMBD 4)</b> declaration of interest- Is the form duly completed and signed?	Yes	No
14.	<b>(CAMBD 6.1)</b> Preference points claimed- Is the form duly completed and signed?	Yes	No
15.	<b>(CAMBD 8)</b> Signed declaration of bidder's past supply chain management practices	Yes	No
16.	<b>(CAMBD 9)</b> Prohibition of Restrictive Practices be completed and signed.	Yes	No
17.	<b>All bids must be submitted in writing on the official forms (not re-typed).</b>	Yes	No
18.	Bidder <b>must</b> initial every page of this bid document.	Yes	No

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

	<b>CAPE AGULHA MUNICIPALITY</b>		
	<b>REQUEST FOR TENDERS</b>		
	<b>ADVERTISED ON</b>	<b>MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER</b>	
	<b>TENDER NO:</b>	<b>SCM55/2025/26</b>	
<b>Tenders are hereby invited for:</b>	<b>SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING FOR LV AND ELECTRICAL NETWORK FOR A PERIOD OF 30 JUNE 2029</b>		
<b>PUBLISHED DATE:</b>	<b>06 March 2026</b>	<b>CLOSING DATE:</b>	<b>17 April 2026</b>
<b>CLOSING TIME:</b>	<b>No later than 12H00. Tenders will be opened immediately thereafter, in public at the Cape Agulhas Municipality, 1 Dirkie Uys Street, Bredasdorp.</b>		
<b>AVAILABILITY OF BID DOCUMENTS:</b>			
Tender documents are available from <b>Me G Koopman</b> at telephone number 028-425-5500 during office hours or email at <a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a> . The document can also be downloaded from the municipal website: <a href="http://www.capeagulhas.gov.za">www.capeagulhas.gov.za</a> free of charge.			
<b>Date Available:</b>	<b>06 March 2026</b>	<b>Non-refundable Fee:</b>	<b>R 0. 00</b>
<b>BID RULES:</b>			
<ol style="list-style-type: none"> <li>Tenders are to be completed in accordance with the conditions and Tender rules contained in the Tender document.</li> <li>The Tender Document &amp; supporting documents must be placed in a sealed envelope and externally endorsed WITH: THE TENDER NUMBER; DESCRIPTION &amp; CLOSING DATE OF TENDER.</li> <li>Tender Documents must be deposited in the Tender Box, at Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280.</li> <li>Tenders may only be submitted on the Tender documentation issued by the Municipality.</li> <li>A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the tender</li> <li>The Cape Agulhas Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept ant tender, as it may deem expedient.</li> <li>Tenderers are required to be registered on the Accredited Supplier Database (CSD) from the website <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a></li> </ol>			
<b>Tenders shall be evaluated in terms of the Cape Agulhas Municipality Supply Chain Management Policy &amp; Preferential Procurement</b>	Suppliers may claim preference points in terms of the <b>80/20</b> . <b>Price:</b> 80 <b>Specific Goals: (20)</b> a) B-BBEE Status Level contributor: 10 b) Locality of Supplier: 10 <b>Total Points:</b> 100		
<b>CIDB Registration Required</b>	n/a		
<b>Site Meeting / Information Session</b>	n/a	<b>Validity Period</b>	90 days
<b>ANY ENQUIRES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	<b>ANY ENQUIRES REGARDING THE QUOTING PROCEDURE MAY BE DIRECTED TO:</b>		
<b>Division</b>	<b>Electro Technical</b>	<b>Division</b>	<b>Supply Chain Management</b>
<b>Contact Person:</b>	<b>Ms. Manon McDonald</b>	<b>Contact Person:</b>	<b>Ms. G Koopman</b>
<b>Tel:</b>	<b>e-mail Enquires Only</b>	<b>Tel:</b>	<b>e-mail Enquires Only</b>
<b>E-mail:</b>	<a href="mailto:manonm@capeagulhas.gov.za">manonm@capeagulhas.gov.za</a>	<b>E-mail:</b>	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>

**WP RABBETS**  
**MUNICIPAL MANAGER**  
**PO BOX 51**  
**BREDASDORP**  
**7280**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY</b>					
BID NUMBER:	SCM55/2025/26	CLOSING DATE:	17 April 2026	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING FOR LV AND ELECTRICAL NETWORK FOR A PERIOD OF 30 JUNE 2029				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>CAPE AGULHAS MUNICIPALITY</b>					
1 DIRKIE UYS STREET					
<b>BREDASDORP</b>					
7280					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE		R	
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	FINANCE: SCM		DEPARTMENT	Electro Technical	
CONTACT PERSON	Geraldine Koopman		CONTACT PERSON	Manon McDonald	
TELEPHONE NUMBER	028 425 5500		TELEPHONE NUMBER	028 425 5500	
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:manonm@capeagulhas.gov.za">manonm@capeagulhas.gov.za</a>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. ALL SCHEDULES AS WELL AS THE FOLLOWING DOCUMENTS <b>MUST</b> BE COMPLETED AND SUBMITTED WITH THE BID DOCUMENTS, FAILURE TO COMPLETE AND SUBMIT THE FOLLOWING WILL INVALIDATE YOUR BID:</p> <ul style="list-style-type: none"> <li>a) <b>CAMBD 1</b> - Invitation to Bid</li> <li>b) <b>CAMBD 4</b> - Declaration of Interest</li> <li>c) <b>CAMBD 6.1</b> - Preference Points Form in Terms of The Preferential Procurement Regulations 2022</li> <li>d) <b>CAMBD 8</b> - Declaration of Bidder's Past Supply Chain Management Practices</li> <li>e) <b>CAMBD 9</b> - Certificate of Independent</li> <li>f) Form of Offer and Acceptance</li> </ul>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>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.</b></p>

**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: .....

## **TERMS OF REFERENCE/ SCOPE OF WORKS**

### **1. Background**

- 1.1. The Electrical and Mechanical Department's Health and Safety Committee discussed the implications of the OHS Act, and the employer's need to protect its employees against health and safety hazards. As a result,
- 1.2. Supply and delivery of: Arc Flash Secondary Protective Clothing for all personal working on the LV, MV and HV Electrical networks. This also includes special switching Protective Gear, Jackets, Trousers and Rain Ware on an "as and when required" basis.

### **2. Current State**

- 2.1. The municipality requires this equipment for high voltage switching and various other operational requirements.

### **3. Scope**

- 3.1. This specification provides for the manufacture, supply, delivery and off-loading of secondary electrical arc flash protective clothing as specified.

### **4. APPLICABLE STANDARDS, SPECIFICATIONS AND REGULATIONS**

- 4.1. Supply Chain Management (SCM) Regulations
- 4.2. Cape Agulhas Municipality SCM Policy
- 4.3. Preferential Procurement Regulations, 2022
- 4.4. NFPA 70E Edition Standard: Electrical safety requirements for employee workplaces
- 4.5. NFPA 2112 Standard on Flame-Resistant Garments for Protection of Industrial Personnel against Flash Fire
- 4.6. ASTM F-1506: Standard for performance specification for flame resistant textile materials for wearing apparel for use by electrical workers exposed to momentary electrical arc and related thermal hazards
- 4.7. ASTM F-1959 Standard Test Method for Determining the Arc Rating of Materials for Clothing.
- 4.8. ASTM D-39989-05 Abrasion resistance to test the wear resistance properties of a material.
- 4.9. EN 420 Protective gloves. General requirements and test methods
- 4.10. EN 388 Protective gloves against mechanical risks
- 4.11. EN407 Protective gloves against thermal risks (heat and/or fire)
- 4.12. SANS 724:2010 Personal protective equipment and protective clothing against the thermal hazards of an electric arc
- 4.13. ANSI. Z87.1 Minimum requirements for eye and face protective devices
- 4.14. ANZI/ISEA Z89.1-2009 Standard for Industrial Head Protection
- 4.15. SANS 60903 Live working – gloves of insulating material
- 4.16. ASTM F696-06 Leather protection for rubber insulating glove
- 4.17. IEC 61482-1-1 Live working - Protective clothing against the thermal hazards of an electric arc - Part 1-1: Test methods - Method 1: Determination of the arc rating (ATPV or EBT50) of flame-resistant materials for clothing
- 4.18. ASTM F – 2178 Standard Test method for determining the arc rating and standard specification for face protection products
- 4.19. ASTM F – 2621 Standard practice for determining response characteristics and design integrity of arc rated finished products in an electric arc exposure.
- 4.20. EN 344-1/06.97 Safety, protected and occupational footwear for professional use.

- 4.21. EN 345-1/06.97 This standard defines, in reference in EN 344 standard, the basic and additional requirements on safety shoes for professional use. These shoes include devices to protect the user against injuries caused by accidents liable to occur in the industrial environment for which the shoe for which the shoe has been designed, fitted with safety toecap intended to deliver a protection against impacts with an energy level equal to 200 joules.
- 4.22. ISO EN 20345: S1 Safety shoes for professional use with safety toecaps designed to give protection against impact when tested at an energy level of 200 joules plus anti-static properties, energy absorption of seat region and closed heel.
- 4.23. SATRA PM 144:2004 Footwear slip resistance testing
- 4.24. ANSI Z 41-1991 American National Standard for Personal Protection – Protective Footwear

## 5. Specification Requirements

### 5.1. GENERAL DESCRIPTION

The electrical arc protective clothing is to be used as secondary wear by all electrical personnel when performing operations on the LV, MV and HV networks.

**Operations to be conducted while wearing the electrical arc protective workwear are categorized as Hazard / Risk Category 2 in accordance with Table 130.7(C)(9)(a) of NFPA 70E.**

The electrical arc protective clothing shall be designed so as to adequately provide cover to the dressed parts and to give thorough protection against burns caused by electrical arc flashes.

### 5.2. WORKMANSHIP

The electrical arc protective clothing shall be cut and made with workmanship of the highest quality throughout and shall be free from defects that affect the appearance, efficiency or serviceability.

The electrical arc protective clothing shall show no sign of marks, spots or stains incurred during manufacture.

### 5.3. SIZE

#### 5.3.1. Shirts, Jackets and Undergarments

The protective workwear shall be made up to NINE (9) sizes.

The sizes of the arc flash protective work shirts, body shirts, undergarment pants (only until 6XL) and jackets shall be labelled as follows:

- X Small
- Small
- Medium
- Large
- X Large
- 2X Large
- 3X Large
- 4X Large
- 5X Large

The garment must clearly show the arc rating of the garment and hazard risk category. There must be a separate label to allow for marking of the garment with the **user's** name. It must also be date stamped with the manufactured date.

### 5.3.2. Trousers, Denim Jeans

The protective trousers/jeans and trouser shall be made in Thirteen (13) sizes.

The sizes of the arc flash protective trousers, denim jeans and trouser shall be labelled as follows:

- Size: 72
- Size: 77
- Size: 82
- Size: 87
- Size: 92
- Size: 97
- Size: 102
- Size: 107
- Size: 112
- Size: 117
- Size: 122
- Size: 127
- Size: 132

The garment must clearly show the arc rating of the garment and hazard risk category.

There must be a separate label to allow for marking of the garment with the user's name. It must also be date stamped with the manufactured date

### 5.3.3. The sizes of the arc flash protective brassier shall be labelled as follows:

- Size: X Small
- Size: Small
- Size: Medium
- Size: Large
- Size: X Large
- Size: 2X Large
- Size: 3X Large
- Size: 4X Large
- Size: 5X Large

Tenderers must price per size of the brassier irrespective of the bra cup size.

5.3.4. The size range of the heat-resistant shoes and boot shall be UK 4-14

5.3.5. The size range of the socks shall be 4-7 & 8-12

5.3.6. The size of the gloves shall be labelled as follows:

- Size: Small
- Size: Medium
- Size: Large
- Size: X Large

5.3.7. The size of the arc flash helmet/visor kit shall be adjustable with a fast-track ratchet system.

5.3.8. The size of the arc flash hood (balaclava) shall be one size fits all.

5.3.9. The size of the non-metallic belt shall be labelled as follows:

- Size: Small
- Size: Medium
- Size: Large

- Size: X Large
- Size: 2X Large
- Size: 3X Large

#### 5.4. LOGO

##### 5.4.1. Shirts and Jackets

Cape Agulhas Municipality, logo to be embroidered with non-flammable thread on left breast and Electrical and Mechanical logo on right breast. Approximately 60 mm x 30 mm & 60mm x 15mm respectively.

##### 5.4.2. Trousers and Denim Jeans

Cape Agulhas Municipality, Electricity logo to be embroidered with non-flammable thread on right back pocket and Electrical and Mechanical on left back pocket. Approximately 60 mm x 30 mm & 60mm x 15mm respectively.

##### 5.4.3. Helmet/Visor Kit

The Cape Agulhas Municipality, Electricity official logo on the front of the cap. Size: 60mm x 30mm, stick on.

##### 5.4.4. Arc flash hood (Balaclava)

The Cape Agulhas Municipality, Electricity official logo to be embroidered on the front of the cap. Size: 60mm x 30mm.

#### 5.5. Jackets

All Overall Jackets and Warm Work Jackets must be fitted with a 50mm reflective band on both sleeves and to be located approximately two thirds (2/3) of the length of the sleeve from the cuff.

#### 5.6. Rain Suits

Jacket rain suits waterproof outer fabric of p170t high visibility and 471 day-glow orange (at the top) in combination on with p170t navy shade (at the bottom) na062 or na071 (in approximately 50/50% proportions) with 100% polyester full lining of no-snag woven mesh.

#### 5.7. CERTIFICATION AND TESTING

The Tenderer shall provide detailed test certification proving the arc flash performance of both the material offered and the electrical arc protective clothing at the specified minimum arc rating.

Certification must be provided which guarantees a washing life cycle of up to 200 washes to NFPA 2112

**Proof in form of a letter from the OEM (Original Equipment Manufacturer) must be submitted with tender submission.**

Tenderer must submit detailed technical material data sheet of the product offered.

Tenderers are required to complete the Schedule of Technical Data for each section tendered. They must submit data sheets

#### 5.8. ALTERATIONS

Alterations will be specified as Minor and Major repairs and will be defined as follows:

Minor repairs – Fitting of buttons, stitching of minor tears.

Major repairs – Repair of tears, replacement of zips, shortening and lengthening of trousers' legs and sleeves of shirts.

## 5.9. DETAILED SPECIFICATION OF THE INDIVIDUAL ITEMS:

<b>ITEM 1: ELECTRICAL ARC FLASH PROTECTIVE OVERALL JACKET AS SPECIFIED</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Heat Attenuation Factor (HAF)	80%
Design	Continental design with flame resistant zip, storm flap with Velcro front closure, one breast and 2 (two) side pockets
Fabric	Permanently flame resistant, pre-shrunk, woven, approximately 237 g/m <sup>2</sup> . Knit cuff approximately 220 g/m <sup>2</sup>
Reflective band	fit a 50mm reflective band around both sleeves that is stitched-on approximately two thirds (2/3) of the length of the sleeve from the cuff.
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Workwear for electrical workers.
Thread	Flame resistant thread.
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112, ASTM F 2621
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo	Cape Agulhas Municipality, logo on left breast and Electrical and Mechanical logo on right breast.
Colour	Navy Blue
Size	XS – 8XL
<b>ITEM 2: ARC FLASH PROTECTIVE OVERALL (CONTI) TROUSER MALE OR EQUIVALENT</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Heat Attenuation Factor (HAF)	80%
Design	Arc flash protective trousers with flame resistant zip fly closure. Two side slit pockets, 2 back pockets and 7 belt loops, regular design for comfort fit.
Fabric	Permanently flame resistant, pre-shrunk, woven, approximately 305 g/m <sup>2</sup>
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, emergency services industries
Thread	Flame resistant thread
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo	Cape Agulhas Municipality, logo on right back pocket and Electrical and Mechanical on left back pocket.
Size Range	72 – 147 cm
Colour	Navy Blue

<b>ITEM 3: ARC FLASH PROTECTIVE OVERALL (CONTI) TROUSER FEMALE OR EQUIVALENT</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Heat Attenuation Factor (HAF)	80%
Design	Arc flash protective trousers with flame resistant zip fly closure. Two side slit pockets, 2 back pockets and 7 belt loops, regular design for comfort fit.
Fabric	Permanently flame resistant, pre-shrunk, woven, approximately 305 g/m <sup>2</sup>
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, emergency services industries
Thread	Flame resistant thread
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo	Cape Agulhas Municipality, logo on right back pocket and Electrical and Mechanical on left back pocket.
Size Range	72 – 147 cm
Colour	Navy Blue
<b>ITEM 4: ARC DENIM JEAN – MALE</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Design	Arc flash protective denim jean trousers with permanent flame resistance, zip fly closure. 5 pockets, regular design for comfort fit.
Fabric	Permanently flame-resistant cotton, pre-shrunk, woven, approximately 473 g/m <sup>2</sup>
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, emergency services industries
Thread	Flame resistant thread
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	SANS 724 , NFPA 70E, ASTM 1806 F1506, NFPA 2112
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo	Cape Agulhas Municipality, logo on right back pocket and Electrical and Mechanical on left back pocket.
Size Range	72 – 147 cm
Colour	Navy Blue Denim
<b>ITEM 5: ARC DENIM JEAN – FEMALE</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Design	Arc flash protective denim jean trousers with permanent flame resistance, zip fly closure. 5 pockets, female design for comfort fit.
Fabric	Permanently flame resistant, pre-shrunk, woven, approximately 473 g/m <sup>2</sup>

Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.	
Application	Work wear for electrical workers, emergency services industries	
Thread	Flame resistant thread	
Washing	Permanent flame resistance guaranteed for the life of the garment, up to 200 wash cycles, to NFPA 2112	
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112	
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.	
Logo	Cape Agulhas Municipality, logo on right back pocket and Electrical and Mechanical on left back pocket.	
Size Range	72 – 147 cm	
Colour	Navy Blue Denim	
<b>ITEM 6: ARC FLASH PROTECTIVE LONGSLEEVE BODY SHIRT</b>		
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum	
Hazard Risk Category	2	
Design	Lightweight, long sleeve body shirt, easy fit design for comfort fit, and aesthetic appearance.	
Fabric	Permanently flame resistant, pre-shrunk, knitted, approximately 203g/m2.	
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.	
Application	Work wear for electrical workers, emergency services industries	
Thread	Flame resistant thread	
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112	
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112	
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.	
Logo	Cape Agulhas Municipality, logo on left breast and Electrical and Mechanical logo on right breast	
Size Range	XS – 8XL	
Colour	Navy Blue	
<b>ITEM 7: ARC FLASH PROTECTIVE GOLF SHIRT</b>		
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum	
Hazard Risk Category	2	
Design	Lightweight, long Sleeve 3 button, 1 breast pocket work wear. Comfort fit and fashionable appearance.	
Fabric	Permanently flame resistant, pre-shrunk, knitted, approximately 203g/m2.	
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.	
Application	Work wear for electrical workers, emergency services industries	
Thread	Flame resistant thread	
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112	
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112	
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.	
Logo	Cape Agulhas Municipality, logo on left breast pocket and Electrical and Mechanical logo on right breast	
Size Range	XS – 8XL	
Colour	Navy Blue	

<b>ITEM 8: ARC FLASH PROTECTIVE WORK SHIRT - MALE</b>		
Arc Performance (ATPV)	Thermal Value	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category		2
Design		Lightweight, long sleeve work wear shirt with button closure and 2 button down breast pockets. Easy-fit design for regular comfort fit and aesthetic appearance.
Fabric		Permanently flame resistant, light weight pre-shrunk, woven, approximately 237 g/m <sup>2</sup>
Hazard Assessment		Thermal effects from arc flash, flames, fires and welding.
Application		Work wear for electrical workers, emergency services industries
Thread		Flame resistant thread
Washing		Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard		SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling		As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo		Cape Agulhas Municipality, logo on left breast pocket and Electrical and Mechanical logo on right breast
Size range		XS – 8XL
Colour		Light Blue
<b>ITEM 9: ARC FLASH PROTECTIVE WORK SHIRT - FEMALE</b>		
Arc Performance (ATPV)	Thermal Value	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category		2
Design		Lightweight, long sleeve work wear shirt with button closure and 2 button down breast pockets. Female design for comfort fit and aesthetic appearance.
Fabric		Permanently flame resistant, light weight pre-shrunk, woven, approximately 237 g/m <sup>2</sup>
Hazard Assessment		Thermal effects from arc flash, flames, fires and welding.
Application		Work wear for electrical workers, emergency services industries
Thread		Flame resistant thread
Washing		Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard		SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling		As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo		Cape Agulhas Municipality, logo on left breast pocket and Electrical and Mechanical logo on right breast
Size range		XS – 8XL
Colour		Light Blue

<b>ITEM 10: ARC FLASH PROTECTIVE WORK JACKET</b>		
Arc Thermal Performance Value (ATPV)		8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Category	Risk	2
Design		Medium weight, long sleeve jacket, permanent flame-resistant knit cuff, with high full round collar, flame resistant zip closure. Length 90cm with 2 side pockets. Easy-fit design for comfort fit and aesthetic appearance.
Fabric		Permanently flame resistant, light weight pre-shrunk, woven, approximately 440 g/m2. Cuff: permanently flame-resistant knit rib.
Reflective band		fit a 50mm reflective band around both sleeves that is stitched-on approximately two thirds (2/3) of the length of the sleeve from the cuff.
Hazard Assessment		Thermal effects from arc flash, flames, fires and welding.
Application		Work wear for electrical workers, emergency services industries
Thread		Flame resistant thread
Washing		Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard		SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling		As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo		Cape Agulhas Municipality, logo on left breast and Electrical and Mechanical logo on right breast
Size range		XS – 8XL
Colour		Navy Blue
<b>ITEM 11: ARC FLASH PROTECTIVE WARM WORK JACKET</b>		
Arc Thermal Performance Value (ATPV)		25 cal/cm <sup>2</sup> minimum to 40 cal/cm <sup>2</sup> maximum 
Hazard Category	Risk	3
Design		Medium weight, long sleeve worm work jacket with high full round collar, flame resistant zip closure, with two side pockets, attached fleecy liner, rib knitted cuff and hemline. Length M–L 74cm. Easy-fit design for comfort fit and aesthetic appearance.
Fabric		Permanently flame resistant, light weight pre-shrunk, woven, approximately 440 g/m2. Cuff: permanently flame-resistant knit rib.
Hazard Assessment		Thermal effects from arc flash, flames, fires and welding.
Application		Work wear for electrical workers, emergency services industries
Thread		Flame resistant thread
Washing		Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard		SANS 724, NFPA 70E, ASTM F1506, ASTM F 2621
Labelling		As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo		Cape Agulhas Municipality, logo on left breast and Electrical and Mechanical logo on right breast
Size range		XS – 8XL
Colour		Navy Blue

<b>ITEM 12: ARC FLASH PROTECTIVE TROUSER MALE (REGULAR FIT)</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Risk Category	2
Design	Arc flash protective trousers with flame resistant zip fly closure. Two side slit pockets, 2 back pockets and 7 belt loops, regular design for comfort fit.
Fabric	Permanently flame resistant, light weight pre-shrunk, woven, approximately 305 g/m <sup>2</sup>
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, emergency services industries
Thread	Flame resistant thread
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	SANS 724, NFPA 70E, ASTM F1506, NFPA 2112
Labelling	As per SANS 724. In addition, Month and Year of manufacture. Blank Name Tag label to be stitched onto the garment.
Logo	Cape Agulhas Municipality, logo on right back pocket and Electrical and Mechanical on left back pocket.
Size range	72 -147 cm
Colour	Navy Blue
<b>ITEM 13: ARC FLASH PROTECTIVE BRASSIER</b>	
Arc Thermal Performance Value (ATPV)	8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum
Hazard Risk Category	2
Design	Light weight, free from the conductive nature of traditional bras, female design for comfort fit .
Fabric	Permanently flame resistant, light weight pre-shrunk, woven
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, ferrous metal welding, bush fires, emergency services and rescue workers.
Thread	Flame resistant thread
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Standard	NFPA 70E, SANS 724, NFPA 1971 test method F1959/F 1959M-05a
Size range	S – 5XL
Colour	Grey, Navy Blue or Light Blue
<b>ITEM 14: PROTECTIVE SOCK MALE AND FEMALE</b>	
Hazard Risk Category	1 
Design	Cushioned foot, top 6.5cm, leg 28cm, foot 26cm. knitted in an elastomeric “skeleton” that hugs the entire foot
Fabric	100% Wool or mohair
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.
Application	Work wear for electrical workers, emergency services industries
Size range	4-7 and 8-12
Colour	Navy Blue or Black

<b>ITEM 15: ARC FLASH PROTECTIVE GLOVE</b>		
Arc Thermal Performance Value (ATPV)		8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Category	Risk	2
Design	Light weight, permanently flame resistant, 20cm length, 4 finger and thumb.	
Fabric	Permanently flame resistant fabric	
Hazard Assessment	Thermal effects from arc flash, flames, fires and welding.	
Application	Work wear for electrical workers, ferrous metal welding.	
Thread	Fire resistant thread	
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112	
Standard	NFPA 70E - 2004, SANS 724, ASTM F1506-02a. Test method 1959-04.	
Size range	S,M,L & XL	
Colour	Navy Blue or Black	
<b>ITEM 16: ARC HELMET / FACESHIELD / VISOR / CHIN GUARD AND FLAME-RESISTANT CHIN STRAP</b>		
Arc Thermal Performance Value (ATPV)		8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Visor		8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum
Hazard Category	Risk	2
Design	Injection moulded arc shield, anti-fog both sides with chin guard. Rivetless shell of glass reinforced nylon, top impact resistance and high strength non-vented crown. Fast track size adjustment system with fire resistant chin strap	
Fabric	Plastic chemical alloy and glass reinforced nylon	
Hazard assessment	Electric shock, overhead falling objects, splash, welding, confined space, provide protection against arc flash	
Application	Arc shield, used in association with dielectric helmet capable of elevated temperature conditions to provide protection from the hazards of arc flash	
Standard	NFPA 70E-2004 ANSI. Z87.1, Type 1, Class G, ANZI/ISEA Z89.1-2009, SANS 724	
Size range	One size, with fast trac adjustable system	
<b>ITEM 17: ARC FLASH HOOD (Balaclava)</b>		
Arc Thermal Performance Value (ATPV)		8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum 
Hazard Category	Risk	2
Design	Fire resistant fabric on hood and cape with a minimum of 125 to 140mm full face opening. The fabric and seams strength shall comply with all burst tests.	
Fabric	Permanent fire-resistant fabric	
Hazard Assessment	Electric shock, overhead falling objects, splash, welding, confined space, provide protection against arc flash	
Application	Arc shield, used in association with dielectric helmet capable of elevated temperature conditions and accessories to provide protection from the hazards of arc flash.	
Washing	Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112	
Standard	NFPA 70E-2004 ANSI. Z87.1, Type 1, Class G, ANZI/ISEA Z89.1-2009, CSA Z94.1-2005	
Size range	One size fits all	
Colour	Navy Blue	

<b>ITEM 18: HEAT RESISTANT BOOTS (SLIP ON)</b>	
Hazard Risk Category	1 
Hazard Risk	Arc Flash Protective Minimum heat resistance to 300 degree Celsius Slip and Crack Resistant Oil and Acid Resistant Anti-Static Properties
Design	<b>Super Wide</b> , Comfort Fit Light weight anti fatigue design Completely metal free hardware EVA (Ethyl Vinyl Acetate) foam padded Bellows Tongue and padded collar Ladder Grip in sole design Mid high boot Composite Shank in Midsole Composite toe cap to 200Joules. Lace up. Unisex Design
Fabric	Embossed split genuine leather, minimum thickness of 1.6 – 1.8mm. Full padded removable moulded EVA (Ethyl Vinyl Acetate) sock liner Dual Density Polyurethane (PU) and Rubber sole Heat Resistant Thread
Standards and Testing	ISO EN 20345: S1 Tested and Approved Slip Resistance to: SATRA PM 144:2004 Flex Cycles: 30 000
Colour	Black
Size range	Size UK 4 - 14
<b>ITEM 19: NON-METALLIC BELT</b>	
Hazard Risk Category	1 
Hazard Risk	Thermal effects from arc flash, flames, fires and welding.
Design	Arc Flash design, flame resistant belt. 35mm with extension for length adjustment. Composite buckle and loop for easy fit adjustment. Comfort fit and aesthetic appearance
Fabric	Flame resistant cotton weave
Application	Work wear for electrical workers, emergency services industries
Thread	Flame resistant thread
Washing	Hand or machine wash, warm water with regular detergent. No Chlorine bleach, line dried and not to be commercially dry cleaned. Permanent flame resistance guaranteed for the life of the garment, i.e. up to 200 wash cycles, to NFPA 2112
Size range	S – 3XL
Colour	Black

**ARC FLASH SWITCHING SUITS FOR SWITCHING PURPOSES. ITEMS 20 - 23**

<b>ITEM 20: ARC FLASH SWITCHING PROTECTIVE GEAR (JACKET AND TROUSERS)</b>	
<ul style="list-style-type: none"> <li>• 51cal/cm2-to provide protection against thermal hazards of an electric arc</li> <li>• Colours: Royal Blue</li> <li>• Material: Flame resistant</li> <li>• Compliance: SANS 724:2010, NFPA 70E : 2009, IEC</li> <li>• SANS 724: 2010 Personal Procedure clothing &amp; equipment NFPA 70E: 2009</li> <li>• IEC 61482-2: 2009</li> <li>• ASTM F2621-06-Arc flash test</li> <li>• Branding : Electrical Department Screen Printed at back of jacket</li> <li>• Cape Agulhas Municipality logo embroidered on front left pocket</li> </ul>	
	
Size range	Small – X Large
Colour	Light Blue
<b>ITEM 21: HOOD FOR PROTECTION AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC (PART OF SWITCHING SUIT)</b>	
<ul style="list-style-type: none"> <li>• Hood tested to ATPV 51CAL/CM2.Ventilated hood</li> <li>• Quantity: 3</li> <li>• Colours: Royal Blue</li> <li>• Compliance: ASTM F2178                             <ul style="list-style-type: none"> <li>▪ EN 166</li> <li>▪ ANSI Z87.1</li> </ul> </li> <li>• Branding: Cape Agulhas Municipality logo, if applicable</li> </ul>	
	
Size range	One size fits all
Colour	Light Blue
<b>ITEM 22: FACE SHIELD FOR PROTECTION OF FACE FROM RADIATION (PART OF SWITCHING SUIT)</b>	
<ul style="list-style-type: none"> <li>• Face shield that absorbs UV(ultraviolet) to IR(infrared) radiation</li> <li>• Colours :Royal Blue</li> <li>• Compliance :ASTM F2178                             <ul style="list-style-type: none"> <li>EN 166</li> <li>ANSI Z87.1</li> </ul> </li> <li>• Branding: Cape Agulhas Municipality Logo. If applicable</li> </ul>	
	
Size range	One size fits all
Colour	Light Blue
<b>ITEM 23: GLOVES FOR SWITCHING SUIT</b>	
<ul style="list-style-type: none"> <li>• Arc rated gloves 51cal/cm2</li> <li>• Colours :Royal Blue</li> <li>• Branding: Cape Agulhas Municipality logo</li> </ul>	
	
Size range	Small – X Large
Colour	Light Blue

**ITEM 24: ARC FLASH 15CAL BOILERSUIT OR EQUIVALENT**

- ATPV 15 Cal/cm<sup>2</sup>
- A.p.t Fabric – 88% Cotton 12% Nylon, 305gsm
- Flame retardant thread throughout
- YKK concealed brass zip
- Flame retardant velco closure
- Triple needle topstitched garment
- Flame retardant knitted rib cuffing
- Two breast pockets with mitred flap and flame-retardant Velcro closure & side entry hip pocket
- 50mm Flame retardant reflective tape on arms, legs & X on back
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	30 – 54
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Colour	Navy Blue
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**ITEM 25: 40 Cal ARC THERMAL JACKET OR EQUIVALENT**

- ATPV 40 cal/cm<sup>2</sup>
- Flame retardant hook & loop on pockets & front closure
- Flame retardant rib knit cuffing on sleeves
- Cal/cm<sup>2</sup> Rating embroidery on right breast
- 50mm Flame retardant reflective tape on arms
- Double needle topstitching on armholes & shoulders
- Rounded chest pocket & mitred flap with FR hook & loop closure
- Concealed YKK chunky nylon zip with 25mm FR hook & loop closure
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 5X Large
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Colour	Navy Blue
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**ITEM 26: 12.4 CAL ARC SUIT JACKET OR EQUIVALENT**

- ATPV 12.4 cal/cm<sup>2</sup> \*Tested & approved up to 15 cal/cm<sup>2</sup>
- YKK concealed brass zip on jacket & pants
- Flame retardant Hook & Loop closures
- Full triple needle topstitched garment
- Flame retardant knitted rib cuffing
- Three jacket pockets with mitred flap, flame retardant Hook & Loop closure & side swing pockets on pants
- 50mm Flame retardant reflective tape on arms & legs
- Cal/cm<sup>2</sup> Rating embroidery on jacket & pants
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	32 – 54
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Colour	Navy Blue
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**ITEM 27: 12.4 CAL ARC SUIT PANTS OR EQUIVALENT**

- ATPV 12.4 cal/cm2 \*Tested & approved up to 15 cal/cm2
- YKK concealed brass zip on jacket & pants
- Flame retardant Hook & Loop closures
- Full triple needle topstitched garment
- Flame retardant knitted rib cuffing
- Three jacket pockets with mitred flap, flame retardant Hook & Loop closure & side swing pockets on pants
- 50mm Flame retardant reflective tape on arms & legs
- Cal/cm2 Rating embroidery on jacket & pants
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	28 – 56
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Colour	Navy Blue
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**ITEM 28: LADIES 15CAL ARC SUIT JACKET OR EQUIVALENT**

- ATPV 15cal/cm2
- Full triple needle topstitched garment
- YKK Concealed brass zips on jackets & pants
- Flame retardant hook & loop closures
- Flame retardant knitted rib cuffing
- Three jacket pockets with mitred flap, flame retardant hook & loop closure & side swing pockets on pants
- cal/cm2 Rating embroidery on jacket & pants
- 50mm Flame retardant reflective tape on arms & legs
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 4X Large
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Colour	Navy Blue
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**ITEM 29: LADIES 15CAL ARC SUIT PANTS OR EQUIVALENT**

- ATPV 15cal/cm2
- Full triple needle topstitched garment
- YKK Concealed brass zips on jackets & pants
- Flame retardant hook & loop closures
- Flame retardant knitted rib cuffing
- Three jacket pockets with mitred flap, flame retardant hook & loop closure & side swing pockets on pants
- cal/cm2 Rating embroidery on jacket & pants
- 50mm Flame retardant reflective tape on arms & legs
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 4X Large
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Colour	Navy Blue
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**ITEM 30: 9.6 CAL ARC SHIRT OR EQUIVALENT**

- ATPV 9.6 cal/cm<sup>2</sup>
- Flame retardant thread throughout
- Flame retardant melamine buttons
- Triple needle topstitched garment
- Two mitred breast pockets with double needle topstitching & mitred flap
- 50mm silver FR reflective tape
- cal/cm<sup>2</sup> Rating embroidery on right breast
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 5X Large
Colour	Light Blue

**ITEM 31: 15 CAL ARC X-BIB OR EQUIVALENT**

- ATPV 15 cal/cm<sup>2</sup>
- Adjustable flame-retardant Hook & Loop closure
- 50mm Lime/silver/lime flame retardant reflective tape
- A.P.T Fabric 305gsm
- 88% Cotton
- 12% Nylon
- Flame retardant thread throughout
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 5X Large
Colour	Orange and Yellow

**ITEM 32: 9.9 CAL T-SHIRT UNDERGARMENT (SHORT SLEEVE) OR EQUIVALENT**

- ATPV 9.9 cal/cm<sup>2</sup>
- Flame retardant knitted rib cuffing
- cal/cm<sup>2</sup> Rating embroidery on left breast
- Suitably worn under any Arc garment
- 12% Nylon Interlock FR Knitted Fabric 203gsm
- 88% Cotton
- Flame retardant thread throughout
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	Small – 5X Large
Colour	Navy Blue

**ITEM 33: 16.8 CAL ARC FLASH DIPPED GLOVE OR EQUIVALENT**

- Excellent grip in wet, oily & dry environments
- High dexterity resistance
- High resistance to snatch, tear, cut, abrasion & heat
- Basic chemical oil stability
- Seamless knitted aramid fibre glove with a textured coated palm
- Extended 10cm cuff
- 13g Aramid flexible knit fabric
- Nitrile micro foam & neoprene coating



Size range	7 – 13
Colour	Black and Light Grey

**ITEM 34: 51 CAL LEATHER ARC GLOVE OR EQUIVALENT**

- Leather glove lined with Aramid fibre
- Kevlar stitching
- Shirred extended 16cm cuff
- Tan split cow leather palm 1.0 to 1.2mm with equivalent reinforcing.
- Tan split cow leather back 1.0 to 1.2mm, shirred.
- Yellow aramid knitted wrist cuff with tan split cow leather 0.8 to 1.0mm leather continuous pull
- 380g per pair (size L)
- 51 CAL/CM<sup>2</sup> arc rated leather gloves
- High cut level D
- High Abrasion Resistance
- High resistance to snatch, tear, cut and heat
- Waterproof
- Multi-layer protection provides flexibility, comfort and excellent insulation



Size range	Small – 2X Large
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Colour	White
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**ITEM 35: ARC FLASH SAFETY BOOT**

- Waterproof Full Grain Cow Leather Upper
- Slip resistant outsole, SRC (Slip resistance on ceramic tile floor with NaLS and on steel floor with glycerine<sup>^c</sup>)
- Energy Absorbing Heel
- Removable Insock
- Oil Resistant
- Contact heat resistant outsole at 300o C for 60 seconds.
- Composite toe cap is impact resistant up to 200 ± 4J.
- Cleated outsole for additional traction
- Dual Velcro closure strap design for ease of use with gloves



Size range	4 – 13
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Colour	Black
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**ITEM 36: FIRE AND CHEMICAL BOOTS**

- Lightweight firefighting boots
- Suitable against chemicals and can be worn with chemical encapsulated suits
- Has the highest chemical protection, Type 3 (fire suppression, rescue interventions including protection against chemical hazards)
- Reflective strips and trim can be seen as far as 250m away
- Rot proof inner lining
- Made of Elastomer: fireproofed NBR / CR (fireproofed nitrile/polychloroprene rubber)
- EN 15090 approved firefighting boots and Marine Fire Protection certified, used in many European countries
- 10 year shelf life
- Composite polymer toe cap and midsole for impact and puncture protection (ladies sizes 3.5 and 4.5 has a steel toe cap)
- Weight (size 8): 1900g / pair



Size range	4 - 12
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Colour	Yellow
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**ITEM 37: FLAME & ACID SUIT JACKET**

- A flame retardant & coated acid-resistant fabric
- 50mm Silver flame retardant double needle topstitched reflective tape on arms & legs
- YKK Concealed brass zip on jackets & pants
- Mitred laid on jacket pockets, mitred breast pocket with flap, mitred hip pocket & tool pocket on pants
- Double needle topstitched mitred back pocket
- Full triple needle topstitched garment
- Elasticated cuffs & side slits on jacket
- The natural fibres add comfort & breathability
- Protection in the event of a flash fire, and accidental chemical spillage
- Jackets & Pants sold separately
- 100% Cotton
- 320gsm fabric
- A flame retardant and coated acid-resistant fabric
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	28 - 54
Colour	Navy Blue

**ITEM 38: D59 FLAME & ACID SUIT PANTS**

- A flame retardant & coated acid-resistant fabric
- 50mm Silver flame retardant double needle topstitched reflective tape on arms & legs
- YKK Concealed brass zip on jackets & pants
- Mitred laid on jacket pockets, mitred breast pocket with flap, mitred hip pocket & tool pocket on pants
- Double needle topstitched mitred back pocket
- Full triple needle topstitched garment
- Elasticated cuffs & side slits on jacket
- The natural fibres add comfort & breathability
- Protection in the event of a flash fire, and accidental chemical spillage
- Jackets & Pants sold separately
- 100% Cotton
- 320gsm fabric
- A flame retardant and coated acid-resistant fabric
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	30 - 56
Colour	Navy Blue

**ITEM 39: CONTINUOUS SUIT REFLECTIVE OR EQUIVALENT**

- Concealed DRO aluminium zip on jackets & pants
- Overlocked stitching on shoulders and armholes
- Triple needle topstitched in leg & back rise
- Left breast pocket with pen division & V-flap with concealed press stud
- Side entry pants pockets
- Right back pocket
- Reinforced bar-tacks
- Polyester for colourfastness blended with cotton for comfort & breathability
- Sold as a set
- 80/20 Poly Cotton
- 210gsm fabric
- Strength and colour-fastness blended with cotton for comfort
- 50mm Lime/silver/lime reflective webbing tape on arms & legs
- Branding: Cape Agulhas Municipality logo, if applicable



Size range

30 - 56

Colour

Navy Blue

**ITEM 40: LADIES D59 FLAME AND ACID SUIT JACKET**

- 50mm Silver flame retardant with double needle topstitched reflective tape on arms & legs
- YKK concealed brass zip on jackets and pants
- Mitred laid on jackets, mitred breast pocket with flap, mitred hip pocket & tool pocket on pants
- Side slits for comfortable fit over waist
- Double needle topstitched mitred back pocket
- Full triple needle topstitched garment
- Elasticated cuffs
- The natural fibres add comfort & breathability
- Protection in the event of a flash fire, & accidental chemical spillage
- SANS 434 Ladies cut & design
- 100% Cotton
- 320gsm fabric
- A flame retardant & coated acid-resistant fabric
- Branding: Cape Agulhas Municipality logo, if applicable



Size range

Small – 4X Large

Colour

Navy Blue

**ITEM 41: LADIES D59 FLAME AND ACID SUIT PANTS**

- 50mm Silver flame retardant with double needle topstitched reflective tape on arms & legs
- YKK concealed brass zip on jackets and pants
- Mitred laid on jackets, mitred breast pocket with flap, mitred hip pocket & tool pocket on pants
- Side slits for comfortable fit over waist
- Double needle topstitched mitred back pocket
- Full triple needle topstitched garment

- Elasticated cuffs
- The natural fibres add comfort & breathability
- Protection in the event of a flash fire, & accidental chemical spillage
- SANS 434 Ladies cut & design
- 100% Cotton
- 320gsm fabric
- A flame retardant & coated acid-resistant fabric
- Branding: Cape Agulhas Municipality logo, if applicable.



Size range	Small – 4X Large
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Colour	Navy Blue
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**ITEM 42: ESKOM SPEC D59 FLAME SUIT JACKET**

- Eskom pantone navy blue jacket & pants with "Eskom" and "Zero Harm" embroidery
- 50mm Silver retro-reflective flame-retardant tape double needle topstitched on arms & legs
- Concealed heavy duty Vizlon zip & plastic press stud closure
- Mitred laid on jacket pockets, mitred left breast pocket with flap & button closure.
- Two side entry pants pockets with money pocket & mitred back pockets.
- Full triple needle topstitched garment
- The natural fibres add comfort & breathability
- Protection in the event of accidental flame contact
- Jackets & Pants sold separately
- 100% Cotton
- 315gsm flame treated fabric
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	28 - 56
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Colour	Navy Blue
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**ITEM 43: ESKOM SPEC D59 FLAME SUIT PANTS**

- Eskom pantone navy blue jacket & pants with "Eskom" and "Zero Harm" embroidery
- 50mm Silver retro-reflective flame-retardant tape double needle topstitched on arms & legs
  - Concealed heavy duty Vizlon zip & plastic press stud closure
  - Mitred laid on jacket pockets, mitred left breast pocket with flap & button closure.
  - Two side entry pants pockets with money pocket & mitred back pockets.
  - Full triple needle topstitched garment
  - The natural fibres add comfort & breathability
  - Protection in the event of accidental flame contact
  - Jackets & Pants sold separately
  - 100% Cotton
  - 315gsm flame treated fabric
  - Branding: Cape Agulhas Municipality logo, if applicable



Size range	28 - 56
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Colour	Navy Blue
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**ITEM 44: HARD HAT WITH LAMP MOUNT**

- Polypropylene copolymer hard hat
- Retractable ventilation holes
- Ratchet type adjustment for easy fitment
- 2-Point adjustable webbed polyester chin strap
- Side slots for fitment of face & hearing PPE
- 8-Point suspension within the shell provides optimum shock absorption
- Additionally tested for electrical isolation at 2000 volts
- Complies with the requirements of SANS 1397:2003, Industrial Safety Helmets
- Certified to EN 397:2012+A1:2012, Industrial Safety Helmets
- MASC 20-8361 approved, Mining and Surface Certified as per 2015/021934/07
- CE Approved
- Includes a bracket on the front of the hard hat for a cap lamp, as well as a cord holder at the back of the hard hat.
- Polypropylene copolymer hard hat
- Branding: Cape Agulhas Municipality logo, if applicable
- Cap lamp included



Size range	One size fits all
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Colour	White
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**ITEM 45: BUMP CAPS**

- 80% Cotton 20% Polyester Bump Cap
- Ventilated, baseball cap style
- Conforms to EN 812
- Color Navy Blue
- Branding: Cape Agulhas Municipality logo, if applicable



Size range	One size fits all
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Colour	Navy Blue, Black
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**ITEM 46: RE-USABLE EAR PLUGS**

- Re-usable ear plugs
- Soft detachable cord
- Easy to insert into your ear
- Hi visibility fluorescent green TPR
- Blue TPR (Thermo Plastic Rubber)



Size range	One size fits all
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Colour	Light Blue
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**ITEM 47: EURO-WELD SPECTACLES OR EQUIVALENT**

- Polycarbonate mono lens
- Black vinyl adjustable temples
- Ergonomic design to fit snug with the face contour
- Compatible with respiratory equipment
- Scratch resistant lens
- 180° lateral vision



Size range	One size fits all
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**ITEM 48: EYEWEAR ACCESSORIES**

**BLACK UTILITY BAG**

- Black polyester padded belt bag
- Dual webbing belt loops
- Zip up
- Clip connector



**BLACK POUCH BAG**

- Soft spectacle pouch cleaning bag
- Draw string close

**GREEN RETAINER CORD**

- Green  $\phi$ 3 mm polyester cord
- Loop and spring temple attachment

**BLACK RETAINER CORD**

- Black  $\phi$ 3 mm fabric tube
- Sock temple attachment
- Toggle adjuster for snug fit

Size range	One size fits all
Colour	Black

**ITEM 49: EAR MUFFS**

- Twin point mounted cups
- Low risk of entanglement on machinery
- Hearing protection for extended periods
- Designed with comfort in mind
- Durable self-adjusting ABS cups
- Close fitting wire headband for comfort
- Large cups for high noise levels together with soft foam cushions
- High frequency ABS earmuffs



Size range	One size fits all
Colour	Blue

**ITEM 50: 1000V ELECTRICAL INSULATING GLOVES**

- Exclusively for electrical purposes -voltage up to 1kV (Kilovolts)
- R - acid resistant, oil resistant, ozone-resistant C - resistant to extremely low temperatures
- High flexibility preventing hand fatigue
- Fits well when worn with protective leather overgloves
- Each glove is electrically tested & issued with an examination certificate
- 360mm ( $\pm$ 15mm) long
- High quality rubber latex



Size range	Class 0 – Class 3 Size 8 - 11
Colour	Yellow

**ITEM 51: LEATHER OVER GLOVES**

- The leather over glove protects the Electrical Insulating Gloves from potential hazards such as cut, abrasion, tear, puncture and flame.
- Adjustable Velcro strap
- Flexible & water repellent
- 13cm chrome leather cuff
- High resistance to flammability
- Reinforced keystone thumb and welted seams construction on the two middle fingers
- Grade A Cow grain leather
- Dupont Kevlar thread



middle

Size range | S/M – L/XL

Colour | Yellow

**ITEM 52: PREMIUM GOATSKIN LEATHER GLOVES OR EQUIVALENT**

- Full grain leather gloves are designed for TIG (Tungsten Inert Gas) welding or driver glove users.
- Consists of natural premium full grain goatskin leather with a gun cut, keystone thumb, and shirred cuff.
- Reinforced syntax thread and red cotton bound cuff trim for additional strength.
- Goats skin is the most durable leather, as the natural lanolin content of the hide ensures the glove is soft and supple
- Gunn cut
- Keystone thumb
- Shirred cuff with red cotton bound cuff trim



Size range | S - XL

Colour | White

**ITEM 53: NITRIFLEX COATED GLOVES OR EQUIVALENT**

- High Abrasion
- Strong Oil-Resistance
- Super Grip
- Softer Touch and Higher Flexibility
- Sanitized treated
- Works like leather and lasts like nitrile
- 100% nitrile micro foam finish
- 15G blended Spandex liner
- Innovative fibre
- Composite knitted wrist



Size range | S - XL

Colour | Black

**ITEM 54: NITRIFLEX PALM COATED GLOVES OR EQUIVALENT**

- High Abrasion
- Strong Oil-Resistance
- Super Grip
- Softer Touch and Higher Flexibility
- Sanitized treated
- Works like leather and lasts like nitrile
- 100% nitrile micro foam finish
- 15G blended Spandex liner
- Innovative fibre
- Composite knitted wrist



Size range

S - XL

Colour

Black and Grey

**ITEM 55: DISPOSABLE COVERALL**

- Type 3, 4, 5 and 6 disposable coverall
- Ultrasonic welded and taped seams preventing permeation, dust and liquid ingress
- Double zip and storm flap for secure front protection
- Double elasticated cuff with thumb loop
- Double layer cushioned knee pads for comfort and durability
- Protects the arms, legs, torso and head from the hazards of light liquid sprays, chemical splashes and sprays, airborne solid particulates, radioactive contamination, antistatic dissipation and infective agents contact
- Resistance to penetration by blood/fluids, wet bacterial penetration, biologically contaminated aerosols & powders
- Permeation prevention against a basic range of chemicals: Sulphuric Acid 96% - Class 3, Sodium Hydroxide 10% - Class 3, o-Xylene - Class 3, 1-Butanol - Class 3
- Yellow Polypropylene and Polyethylene foil 88sqm(±2 g/m<sup>2</sup>)



Size range

28 - 56

Colour

Yellow

**ITEM 56: WET THERMAL JACKET**

- Collared jacket with internal hanger loop
- A concealed fixed stow away hood with drawstring fasteners and velcro closure for safety Prevents the hood from attaching to objects when not in use and promotes aesthetics
- A heavy-duty full non-metal zip front, with outer storm flap that has large plastic press studs for ease of use when wearing gloves
- An internal storm cuff prevents water from running down your sleeves
- There are 2 large waist pockets on the jacket with straight cut flaps, that prevents water from seeping into the pockets The utility/phone pocket with Velcro closure on the left breast secures and prevents your phone/pens from falling out when bending whilst the internal left breast pockets is useful in keeping your wallet etc from getting wet
- High visibility reflective tape on arms, wrist, shoulders, waist and breast provides enhanced high visibility when working in poor lighting environments Easy drying after washing due to the inner jacket water drainage system
- Branding: Cape Agulhas Municipality logo, if applicable



Size range

28 - 56

Colour

Two tone (Yellow & Navy)

**ITEM 57: BOMBER-STYLE THERMAL JACKET OR EQUIVALENT**

- Bomber-style thermal protective & water-resistant jacket
- Outer: 280gsm Gabardine fabric
- Body lining: 240gsm 100% Polyester fleece fabric
- Sleeve lining: 100% Quilted Polyester 190T Taffeta & Padding on sleeve: 180gsm 100% Polyester fabric
- 50mm Silver reflective tape on arms, waist & upper abdomen
- Elasticated rib knit cuffs & waistband
- Detachable sleeves with open end nylon zip
- Heavy-duty chunky nylon zip at front
- Two large side entry welt pockets
- Right breast with large dual utility pocket, bellow with flap Velcro closure & chunky nylon zip division
- Left breast large pocket with storm flap & Velcro closure plastic ID card holder
- Internal right breast pocket with Velcro closure
- Branding: Cape Agulhas Municipality logo, if applicable



Size range | S – 5XL

Colour | Navy Blue

**ITEM 58: LIGHT WEIGHT WINDBREAKER**

- Thermally protective hooded jacket
- Fixed hood with drawstrings
- Heavy-duty metal zip
- Two side entry pockets with reflective trim
- Left breast pocket with press stud closure
- Outer: 100% polyester, 210T fabric with PU Coating
- Inner: 240gsm polar fleece
- Sleeve: 160gsm cotton with 190T taffeta
- Branding: Cape Agulhas Municipality logo, if applicable



Size range | M – 5XL

Colour | Navy Blue

**ITEM 59: RAIN SUIT**

- Fluorescent orange reflective & water-resistant rain suit
- 30% PVC, 90% Polyurethane & 10% Polyester, 310gsm Fabric
- Semi-lining: 100% Polyester mesh fabric
- Heat sealed seams
- Jacket collar includes a fixed stow away hood compartment with drawstring fastener on zip closure
- Eyelets for aeration at armholes
- Heavy-duty chunky nylon zip, outer storm flap with large press studs
- 2 Large waist pockets with storm flaps
- 50mm Silver reflective tape on arms, waist & legs
- Pants with elasticated waistband
- Ankle features press stud closures
- Branding: Cape Agulhas Municipality logo, if applicable



Size range | M – 5XL

Colour | Navy Blue

**ITEM 60: POLAR THERMAL REFLECTIVE SUIT OR EQUIVALENT**

- Navy Blue, 2-piece Thermal suit with reflective tape on jacket and pants
- Water-resistant
- Thermally protective and water-resistant
- Jacket includes a detachable hood with drawstrings and a heavy-duty non-metal zip with storm flap and press stud closure
- Sleeves have an internal storm cuff
- Four utility pockets on with snap closure
- Pants have an elasticated waist with two side entry pockets
- Ankle has press stud closure
- Fully taped seams
- Outer: 100% Polyester 300D Oxford with PVC
- Inner: Polyester taffeta with cotton
- Branding: Cape Agulhas Municipality logo, if applicable



Size range

28 - 56

Colour

Navy Blue

**ITEM 61: SAFETY MESH**

- Woven yellow & orange HDPE
- Fully reusable
- Easy to transport
- Quick to install



Size range

1M High Rolls  
1.2M High Rolls

Colour

Yellow &amp; Orange

**ITEM 62: BARRIER FENCING**

- HDPE Bright orange for high visibility
- Fully reusable
- Easy to transport
- Quick to install



Size range

1M High Rolls  
1.2M High Rolls

Colour

Orange

**ITEM 63: BEANIE**

- Colour: Navy Blue
- Branding: Cape Agulhas Municipality logo, if applicable
- Dual protection: Protects against molten metal splash and electric arc flash.
- Guaranteed flame-resistant for the life of the garment.  
Water washable using neutral detergents.  
Excellent breathability; absorbs and dissipates sweat and moisture.



Size range

One size fits all

## 6. Guarantees & Warrantees

A standard warrantee of 12 months applies.

## 7. Occupational Health & Safety Requirements

7.1. In terms section 10 of the Occupational Health and Safety Act any person who manufactures, imports, sells or supplies any substance for use at work shall:

- Ensure, as far as reasonably practicable, that the substance is safe and without risks to health when properly used.
- Take such steps as may be necessary to ensure that information is available with regard to the use of the substance at work, the risks to health and safety associated with such substance, the conditions necessary to ensure that the substance will be safe and without risks to health when properly used and the procedures to be followed in the case of an accident involving such substance.

## 8. Delivery

8.1. **Delivery must take place within 2 weeks of an order.**

8.2. Delivery Address: Electrotechnical Office, 1 Audrey Blignaut Street, Bredasdorp, 7280.

## 9. Evaluation

### DEFINITION OF TERMS

#### QUANTITY

**As and when required.**

9.1. "**Safety clothing purchased as and when required**" is an inventory management and procurement strategy for personal protective equipment (PPE) that involves buying necessary gear only at the precise moment it is needed for a specific task or situation, rather than maintaining a consistent, pre-stocked inventory.

This approach is typically used for items that are specialized, expensive, or used infrequently, but it carries specific implications:

- **Procurement Model:** Purchases are reactive, triggered by a specific job requirement or a new identified hazard.

## 10. SAMPLES

Samples as per the specified list of items on the price schedule must accompany your Tender document and must be delivered to the offices of the Supply Chain Management Unit at the Cape Agulhas Municipality's Offices at 1 Dirkie Uys Street, Bredasdorp (opposite main building). **Failure to submit these samples will lead to disqualification.**

Please ensure that every individual sample is duly marked with the name of the bidder and the name of each item as specified in the tender document. Please ensure that the samples are properly placed in one endorsed and sealed container.

These samples can be collected after awarding of contract/s to the successful bidder/s, **provided that only the samples of the successful bidder/s will remain with the CAM for the duration of the contract.**

## 11. REMUNERATION AND PRICE

No upfront payments will be made for any reason whatsoever. Payments will only be made, within thirty (30) days, on submission of an invoice, which shows receipt of goods. Any fees or remuneration are inclusive of Value Added Tax.

**12. PRICE**

A price must be submitted for a single complete item with guarantees and warranties, but the Cape Agulhas Municipality reserves the right to purchase more than one item as per the unit price of the successful bid/s.

**PRICE ESCALATION**

It is required by a Service Provider to indicate price escalations (in the document), otherwise the prices will be considered as firm for the whole period of the Tender, and no claim for increased cost will be considered.

The Contract Price for Year 1 shall be FIRM. A once-off escalation of not more than the average CPI calculated over a 12-months period from July to June the next year, may be allowed for year 2 and year 3, to be implemented with effect from 1<sup>st</sup> July of year 2 and year 3.

All claims for price increases, not exceeding the generally accepted CPI norm, shall be considered only if lodged in writing, at the Council's office, 1 Dirkie Uys Street, Bredasdorp, 7280, supplying full details, 14 days before coming into operation on the said increase price, failing which, the bidder/s shall be deemed to have waived any claim to such increase.

**Any tender submitted that do not meet ALL of the requirements in this document will automatically be discarded from the evaluation process.**

Signed ..... Date .....

Name ..... Position.....

Tenderer .....

**PRICING SCHEDULE**

**PLEASE NOTE**

- All bids must be submitted on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The rate shall remain fixed for the duration of the financial year. No other price adjustments, other than the prices and percentage increases disclosed in the tender pricing schedule, shall be allowed.
- The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- The Municipality will issue an order as and when required.
- All items on the pricing schedule **must** be completed for a supplier to be responsive.
- More than one supplier may be appointed in order to minimize disruptions in service delivery as an alternative bidder should the primary bidder fail to do the service.

	INDICATE WITH AN „X“							
<b>Are you/is the firm a registered VAT Vendor</b>	<b>YES</b>				<b>NO</b>			
<b>If “YES”, please provide VAT number</b>								

I / We \_\_\_\_\_  
 (full name of Bidder) the undersigned in my capacity as \_\_\_\_\_  
 of the firm \_\_\_\_\_

hereby offer to Cape Agulhas Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Cape Agulhas Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

**Delivery period after official order: \_\_\_\_\_ (days/weeks/months)**

Signed ..... Date .....

Name ..... Position.....

Tenderer .....

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
<b>Item 1: Electrical Arc Flash Protective Overall (Conti) Jacket as specified</b>	X Small				4			
	Small				4			
	Medium				4			
	Large				5			
	X Large				5			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
<b>Item 2: Electrical Arc Flash Protective Overall (Conti) Jacket as specified</b>	X Small				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
<b>Item 3: Arc Flash Protective Overall (Conti) Trouser Female</b>	X Small				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 4: ARC DENIM JEAN – MALE	Size 72				4			
	Size 77				4			
	Size 82				4			
	Size 87				5			
	Size 92				5			
	Size 97				5			
	Size 102				4			
	Size 107				4			
	Size 112				4			
	Size 117				4			
	Size 122				4			
	Size 127				4			
	Size 132				4			
ITEM 5: ARC DENIM JEAN – FEMALE	Size 72				4			
	Size 77				4			
	Size 82				4			
	Size 87				4			
	Size 92				4			
	Size 97				4			
	Size 102				4			
	Size 107				4			
	Size 112				4			
	Size 117				4			
	Size 122				4			
	Size 127				4			
	Size 132				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 6: ARC FLASH PROTECTIVE LONGSLEEVE BODY SHIRT	X Small				4			
	Small				4			
	Medium				5			
	Large				5			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 7: ARC FLASH PROTECTIVE GOLF SHIRT	X Small				5			
	Small				5			
	Medium				5			
	Large				5			
	X Large				5			
	2 X Large				5			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 8: ARC FLASH PROTECTIVE WORK SHIRT - MALE	X Small				5			
	Small				5			
	Medium				5			
	Large				5			
	X Large				5			
	2 X Large				5			
	3 X Large				4			
	4 X Large				4			
5 X Large				4				

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 9: ARC FLASH PROTECTIVE WORK SHIRT – FEMALE	X Small				4			
	Small				5			
	Medium				5			
	Large				5			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 10: ARC FLASH PROTECTIVE WORK JACKET 8 cal/cm <sup>2</sup> minimum to 23 cal/cm <sup>2</sup> maximum	X Small				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 11: ARC FLASH PROTECTIVE WARM WORK JACKET 25 cal/cm <sup>2</sup> minimum to 40 cal/cm <sup>2</sup> maximum	X Small				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 12: ARC FLASH PROTECTIVE TROUSER MALE (REGULAR FIT)	Size 72				4			
	Size 77				4			
	Size 82				4			
	Size 87				4			
	Size 92				4			
	Size 97				4			
	Size 102				4			
	Size 107				4			
	Size 112				4			
	Size 117				4			
	Size 122				4			
	Size 127				4			
	Size 132				4			
ITEM 13: ARC FLASH PROTECTIVE BRASSIER	X Small				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
5 X Large				4				
ITEM 14: PROTECTIVE SOCK MALE AND FEMALE	UK Size 4 – 7				4			
	UK Size 8 - 12				4			
ITEM 15: ARC FLASH PROTECTIVE GLOVE	Small				4			
	Medium				4			
	Large				4			
	X Large				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 16: ARC HELMET / FACESHIELD / VISOR / CHIN GUARD AND FLAME- RESISTANT CHIN STRAP	One Size				4			
ITEM 17: ARC FLASH HOOD (Balaclava)	One Size				4			
ITEM 18: HEAT RESISTANT BOOTS (SLIP ON)	UK Size 4 – 7				4			
	UK Size 8 - 14				4			
ITEM 19: NON-METALLIC BELT	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
ITEM 20: ARC FLASH SWITCHING PROTECTIVE GEAR (JACKET AND TROUSERS)	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
ITEM 21: HOOD FOR PROTECTION AGAINST THERMAL HAZARDS OF AN ELECTRIC ARC (PART OF SWITCHING SUIT)	One Size				4			
ITEM 22: FACE SHIELD FOR PROTECTION OF FACE FROM RADIATION (PART OF SWITCHING SUIT)	One Size				4			
ITEM 23: GLOVES FOR SWITCHING SUIT	Small				4			
	Medium				4			
	Large				4			
	X Large				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 24: ARC FLASH 15CAL BOILERSUIT	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
ITEM 25: 40 Cal ARC THERMAL JACKET	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 26: 12.4 CAL ARC SUIT JACKET	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
	Size 54				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 27: 12.4 CAL ARC SUIT PANTS	Size 28				4			
	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
	Size 54				4			
Size 56				4				
ITEM 28: LADIES 15CAL ARC SUIT JACKET	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
ITEM 29: LADIES 15CAL ARC SUIT PANTS	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 30: 9.6 CAL ARC SHIRT	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 32: 9.9 CAL T-SHIRT UNDERGARMENT (SHORT SLEEVE)	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2 X Large				4			
	3 X Large				4			
	4 X Large				4			
	5 X Large				4			
ITEM 33: 16.8 CAL ARC FLASH DIPPED GLOVE	Size 7				4			
	Size 8				4			
	Size 9				4			
	Size 10				4			
	Size 11				4			
	Size 12				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 34: 51 CAL LEATHER ARC GLOVE	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2X Large				4			
ITEM 35: ARC FLASH SAFETY BOOT	UK Size 4 – 7				4			
	UK Size 8 - 13				4			
ITEM 36: FIRE AND CHEMICAL BOOTS	UK Size 4 – 7				4			
	UK Size 8 - 13				4			
ITEM 37: D59 FLAME & ACID SUIT JACKET	Size 28				4			
	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
Size 52				4				

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 38: D59 FLAME & ACID SUIT PANTS	Size 28				4			
	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
	Size 54				4			
Size 56				4				
ITEM 39: CONTINUOUS SUIT REFLECTIVE	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
	Size 54				4			
Size 56				4				

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 40: LADIES D59 FLAME AND ACID SUIT JACKET	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2X Large				4			
	3X Large				4			
	4X Large				4			
ITEM 41: LADIES D59 FLAME AND ACID SUIT PANTS	Small				4			
	Medium				4			
	Large				4			
	X Large				4			
	2X Large				4			
	3X Large				4			
	4X Large				4			
ITEM 43: ESKOM SPEC D59 FLAME SUIT PANTS	Size 28				4			
	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				4			
	Size 40				4			
	Size 42				4			
	Size 44				4			
	Size 46				4			
	Size 48				4			
	Size 50				4			
	Size 52				4			
	Size 54				4			
Size 56				4				
ITEM 44: HARD HAT WITH LAMP MOUNT	One Size				4			
ITEM 45: BUMP CAP	One Size				4			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 46: RE-USABLE EAR PLUGS	One Size				4			
ITEM 47: EURO-WELD SPCETACLES	One Size				4			
ITEM 48: EYEWEAR ACCESSORIES	Black Utility Bag				4			
	Black Pouch Bag				4			
ITEM 50: 1000V ELECTRICAL INSULATING GLOVES	Size 8				4			
	Size 9				4			
	Size 10				4			
	Size 11				4			
ITEM 51: LEATHER OVER GLOVES	Small / Medium				4			
	Large / Xtra Large				4			
ITEM 52: PREMIUM GOATSKIN LEATHER GLOVES	Small				4			
	Medium				4			
	Large				4			
	Xtra Large				4			
ITEM 53: NITRIFLEX COATED GLOVES	Small				4			
	Medium				4			
	Large				4			
	Xtra Large				4			
ITEM 54: NITRIFLEX PALM COATED GLOVES	Small				4			
	Medium				20			
	Large				20			
	Xtra Large				3			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 55: PROMAX C4000 DISPOSABLE COVERALL	Size 28				3			
	Size 30				3			
	Size 32				3			
	Size 34				3			
	Size 36				3			
	Size 38				3			
	Size 40				3			
	Size 42				3			
	Size 44				3			
	Size 46				3			
	Size 48				3			
	Size 50				3			
	Size 52				3			
	Size 54				3			
	Size 56				3			
ITEM 56: DISPOSABLE COVERALL	Size 28				3			
	Size 30				3			
	Size 32				3			
	Size 34				3			
	Size 36				3			
	Size 38				3			
	Size 40				3			
	Size 42				3			
	Size 44				3			
	Size 46				3			
	Size 48				3			
	Size 50				3			
	Size 52				3			
	Size 54				3			
	Size 56				3			

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 56: WET THERMAL JACKET	Size 28				3			
	Size 30				4			
	Size 32				4			
	Size 34				4			
	Size 36				4			
	Size 38				6			
	Size 40				6			
	Size 42				6			
	Size 44				6			
	Size 46				6			
	Size 48				2			
	Size 50				2			
	Size 52				4			
	Size 54				4			
Size 56				4				
ITEM 57: BOMBER-STYLE THERMAL JACKET	Small				4			
	Medium				4			
	Large				5			
	X Large				6			
	2X Large				6			
	3X Large				6			
	4X Large				4			
5X Large				4				
ITEM 57: BOMBER-STYLE THERMAL JACKET	Medium				5			
	Large				6			
	X Large				6			
	2X Large				6			
	3X Large				4			
	4X Large				4			
5X Large				4				
ITEM 58: LIGHT WEIGHT WINDBREAKER	Medium				3			
	Large				4			
	X Large				4			
	2X Large				4			
	3X Large				4			
	4X Large				6			
5X Large				6				

DESCRIPTION	unit/ measure (SIZE)	PRICES EXCL VAT FIXED AND FIRM PER YEAR			EST QTY P/A	PRICES FIXED AND FIRM PER FINANCIAL YEAR		
		PRICE/ UNIT 2026/27	PRICE/ UNIT 2027/28	PRICE/ UNIT 2028/29		TOTAL PRICE 2026/27	TOTAL PRICE 2027/28	TOTAL PRICE 2028/29
ITEM 59: RAIN SUIT	Medium				3			
	Large				3			
	X Large				3			
	2X Large				3			
	3X Large				3			
	4X Large				4			
	5X Large				4			
ITEM 60: POLAR THERMAL REFLECTIVE SUIT	Size 28				3			
	Size 30				3			
	Size 32				3			
	Size 34				3			
	Size 36				3			
	Size 38				3			
	Size 40				3			
	Size 42				3			
	Size 44				3			
	Size 46				3			
	Size 48				3			
	Size 50				3			
	Size 52				3			
	Size 54				3			
Size 56				3				
ITEM 61: SAFETY MESH	1m High Rolls				6			
	1.2m High Rolls				6			
ITEM 62: BARRIER FENCING	1m High Rolls				6			
	1.2m High Rolls				6			
ITEM 63: BEANIE	1m High Rolls				6			
<b>SUB TOTAL</b>						<b>R</b>	<b>R</b>	<b>R</b>
<b>15% VAT</b>						<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL</b>						<b>R</b>	<b>R</b>	<b>R</b>
<b>TOTAL OVER 3 YEARS TO BE CARRIED OVER TO COVER PAGE AND FORM OF OFFER</b>						<b>R</b>		
Delivery period after official order:								

Signed .....

Date .....

It is a condition of bid that the taxes of the successful bidder must be in order, or that Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate **Tax Compliance Pin**.
- 9 **Please note that not all government institutions and private organisations will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, you must supply a printed TCC. It is envisaged that the PIN will, in time, replace the paper TCC.**

## TAX COMPLIANCE STATUS PIN

In terms of the Municipal Preferential Procurement Policy, tenderers must ensure that they are up to date with payments of taxes.

The tenderer **must** attach to this page a **Tax Compliance status pin**, as issued by the South African Revenue Service.

**Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.**

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SCHEDULE 1A: AUTHORITY OF SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20..., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
 . Chairman  
 2.....  
 Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

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

As Witness:

1.....  
 Signature: Sole owner

2.....  
 Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

## SCHEDULE 1B: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars **must** be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

### Section 1: Enterprise details

<b>Name of enterprise</b>	
<b>Contact Person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cellphone</b>	
<b>Fax</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	
<b>Central supplier database registration number</b>	MAAA

### Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number:</b>	
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### Section 3: SARS information:

<b>Tax reference number:</b>	
<b>VAT registration number, if any:</b>	

### Section 4: CIDB registration number: N/A

### Section 5: Particulars of principles

**Principle:** means a natural person who is a partner in partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act. No. 71 of 2008) a member of a close corporation registered in terms of the Close Corporation Act, 1984 (Act No.69 of 1984)

Full name of principal	Identity number*	Personal income tax number*

\* Please complete and attach copies of Identity documents.

### Section 6: Banking Details of companies and close corporations

Bank name and branch: .....

Bank account number: .....

Name of account holder: .....

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**SCHEDULE 1C: DOCUMENTS OF INCORPORATION (CK2)**

The Tenderer **must** attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

Signed .....

Date .....

Name .....

Position .....

Tenderer.....

## SCHEDULE 1D: PAYMENT OF MUNICIPAL ACCOUNTS

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **Must** be attached to the tender document.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) -**  
(To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:**

Director /Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

**Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)**

<b>Signature</b>	<b>Position</b>	<b>Date</b>

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>          
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**SCHEDULE 1E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)  
STATUS LEVEL CERTIFICATES**

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

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

<b>MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)</b>	Indicate with (x)	
	<b>yes</b>	<b>no</b>
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

**Failure on the part of a bidder to claim, fill in and/or to sign CAMBD 6.1 and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.**

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

### 1 EMEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);

or

1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); **or**

1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

### 2. QSEs

#### **ONLY THE FOLLOWING WILL BE ACCEPTED:**

2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership

or

2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:

2.2.1. A registered Auditor approved by IRBA; or

2.2.2. A verification Agency accredited by SANAS.

### 2. BIDDERS OTHER THAN EMEs & QSE's

3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:

3.1.1. A Registered Auditor approved by IRBA; **or**

3.1.2. A Verification Agency accredited by SANAS.

#### **WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:**

4.1. The Auditor's letterhead with FULL contact details;

4.2. The Auditor's practice number;

4.3. The name and physical location of the measured entity;

4.4. The registration number and, where applicable, the VAT number of the measured entity;

4.5. The date of issue and date of expiry;

4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and

4.7. The total black shareholding and total black female shareholding.

## SCHEDULE 1F: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of projects successfully completed by your company. This schedule will be used to conduct a risk assessment of the Tenderers capacity to undertake the project and all information must be completed in full or the Tender may be considered non-responsive. Indication of Competence / Ability to Perform Successfully  
 List of recent or previous work of a similar nature undertaken by the firm **MUST** be completed, **excluding references from Cape Agulhas Municipality.**

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity			R	____/____/____	____/____/____
	Contact Person					
	Tel					
	Email					
2.	Name of entity			R	____/____/____	____/____/____
	Contact Person					
	Tel					
	Email					
3.	Name of entity			R	____/____/____	____/____/____
	Contact Person					
	Tel					
	Email					
4.	Name of entity			R	____/____/____	____/____/____
	Contact Person					
	Tel					
	Email					

***The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.***

***The Bidder hereby confirms that the information given above is true and correct:***

Signed.....

Date.....

Name.....

Tenderer.....

**SCHEDULE 1F: REFERENCES**



**ASSESSMENT OF BIDDER'S PAST PERFORMANCE BY INDEPENDENT REFERENCE**

**(This must be sent by the bidder to the references listed in the Schedule Of Work Satisfactorily Carried Out By The Tenderer. This form must be completed for each project listed in Schedule 1F by the authorized persons of the bidder's current or previous clients. Forms which are neither complete, nor signed nor stamped will not be considered for evaluation.**

**All assessment forms must be attached with the tender submission.**

<b>Name of the Entity:</b>					
<b>Contact Person:</b>					
<b>Contact Number:</b>					
<b>Email Address:</b>					
<b>Description of Work/Projects:</b>					
<b>Tender Number:</b>					
<b>Date of Commencement:</b>					
<b>Duration of Contract:</b>					
<b>Contract Completion Date:</b>					
<b>Name of Bidder:</b>					
<b>Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the righthand side: 1=Poor; 5=Excellent</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Turn-around times					
Quality of Product/ Service					
Accessibility and Availability					
Reliability					
Customer Satisfaction					
<b>1=Poor; 2=Unsatisfactory; 3=Average; 4=Good; 5=Excellent</b>					
<b>COMMENTS</b>					
<b>SIGNATURE OF THE RESPONSIBLE OFFICIAL:</b>					
<b>OFFICIAL STAMP:</b>					

**SIGNED ON BEHALF OF TENDERER:** .....

**SCHEDULE 1G: DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING  
GOODS OR SERVICES FROM A THIRD PARTY (COMPULSORY)**

**AUTHORISATION DECLARATION**

**NAME OF THE BIDDER:** \_\_\_\_\_

**SCM55/2025/26:**

**CLOSING DATE: 17/04/2026**

**Are you sourcing from a third party?**

YES	NO
-----	----

*\* If you have answered YES to the above question, please provide full details in the table below of the third party(ies) from whom you are sourcing the goods or services.*

**1. Declaration by the bidder where the bidder is sourcing goods or services from a third party.**

The bidder hereby declares the following:-

- 1.1 The bidder is sourcing the goods or services listed in the TCBD 1.1 attached, from a third party in order to comply with the terms and conditions of the bid.
- 1.2 The bidder has informed the third party of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed in the TCBD 1.1.
- 1.3 The bidder has received the attached, unconditional written undertaking from the third party to supply the goods or services listed in the TCBD1.1 in accordance with the terms and conditions of the bid document for the duration of the contract. A template has been attached (TCBD1.2) that is to be used for the purpose of the third party undertaking.
- 1.4 The bidder confirms that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.

**2. The bidder declares that the information contained herein is true and correct.**

**3. The bidder acknowledges that the State reserves the right to verify the information contained therein and if found to be false or incorrect may invoke any remedies available to it in the bid documents.**

**SIGNATURE BY THE BIDDER**

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ Full name \_\_\_\_\_

Designation \_\_\_\_\_

**List of goods or services offered:**

<b>Item No</b>	<b>Brand Name</b>	<b>Name of the company from where the goods or services will be sourced</b>	<b>Address and contact details of the company from where the goods or services will be sourced</b>

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

**Note:**

**The authorisation letter must be on the official letterhead of the third party**  
**A separate letter must be included for each third party**  
**The authorisation letter must be addressed to the Bidding Company**

Name of Bidding Company  
 Address of Bidding Company

Attention:

Dear Sir/Madam

**AUTHORISATION LETTER: CONTRACT No** \_\_\_\_\_

We, \_\_\_\_\_ (Name of Third Party) hereby authorize you,  
 \_\_\_\_\_ (Name of Company) to include the products listed below in  
 your bid submission for the abovementioned contract.

We confirm that we have firm supply arrangements in place, and have familiarised ourselves with the item descriptions, specifications and bid conditions relating to item/s listed below.

Item no.	Description of product	Brand name

*(Should the table provided not be sufficient for all the items offered, please provide additional information as an attachment and it must be properly referenced to this document)*

Yours faithfully,

\_\_\_\_\_  
 Signature of Third Party

Date: \_\_\_\_\_

## **SPECIAL CONDITIONS & EVALUATING CRITERIA**

The following general conditions will apply to the tender:

1. **All bids must be submitted on the official forms supplied by the municipality.**
2. Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
3. Subject to the provisions of clause 5 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
4. **The use of correction fluid / tape is prohibited.**
5. Notwithstanding the provisions of clause 3 of this document, alterations and/or corrections may only be affected as follows:
  - 5.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialing in the margin next to each and every alteration or correction.
  - 5.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 5.1 above, will be rejected.
6. Bids submitted must be complete in all respects.
  - 6.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
  - 6.2 The bidder must ensure that his/her bid document is securely bound.
    - 6.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
    - 6.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
7. All schedules as well as the following documents **must** be completed and submitted with the bid documents, failure to complete and submit the following will invalidate your bid:
  - a) **CAMBD 1** - Invitation to Bid
  - b) **CAMBD 4** - Declaration of Interest
  - c) **CAMBD 6.1** - Preference Points Form in Terms of The Preferential Procurement Regulations 2022
  - d) **CAMBD 8** - Declaration of Bidder's Past Supply Chain Management Practices
  - e) **CAMBD 9** - Certificate of Independent Bid Determination
  - f) **Form of Offer and Acceptance**
8. We undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
9. A firm completion period/date must be indicated from the official order date.
10. No bid will be accepted from persons in the service of the state.
11. Sealed tender marked "**Tender Nr: SCM55/2025/26 SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING FOR LV AND ELECTRICAL NETWORK**" must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than 12:00 on **Friday, 17 April 2026** after which it will be opened in the public.
12. Any bid received without the "Bid Number and / or Title" clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered.
13. Council reserves the right not to accept any tender. No faxes or e-mails will be accepted and **only the supplied municipal tender form may be used.**
14. **TAX COMPLIANCE**
  - 14.1 The **Tax Compliance status pin** must be submitted together with the bid. **Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.** In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Compliance status pin** for each of the joint venture partners.
  - 14.2 Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS

15. The 80/20 scoring system, as stated in the Cape Agulhas Municipal Supply Chain Management Policy, will be used when considering tenders.

16. **PAYMENT OF MUNICIPAL ACCOUNTS (SCHEDULE 1 D)**

The tenderer **must attach**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the **certificate for municipal services** and must be verified by the Municipality where account is held. In the event of leasing, a lease agreement **must** be attached to the tender document.

17. Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

18. **VALIDITY AND PERIOD**

18.1 Tenders shall remain valid for 90 days after the closing date of the Tender

18.2 The contract period will be from date of commencement until **30 June 2029**.

18.3 **Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.**

19. Any bid received after the appointed time for the closing of bids shall not be considered but **shall be filled unopened** with other bids received, which bid(s) can be returned to the bidder at his request and cost.

20. **SABS CODES**

20.1 All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

21. **COMPLIANCE CERTIFICATES**

21.1 The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests, but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.

22. **PRICING**

22.1 Rates and prices offered by the bidder **must** be written into the pricing schedule of this document by hand, completed in full and originally signed by the duly authorized signatory.

22.2 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.

22.3 Prices should remain firm **until 30 June 2027**.

22.4 The annual price increase is equal to **CPI (related to the area)** per annum as from **1 July 2027**.

22.5 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.

22.6 Should the successful Tenderer wish to alter any Tender price during the currency of the Tender period, the Municipality reserves the right to:

22.6.1 Accept the amended price; or

22.6.2 Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.

22.6.3 Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to exclude VAT and include costs of delivery** to Bredasdorp or such other address as may be indicated by the Municipality.

22.7 All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.

22.8 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.

23. **ADMISSION OF BIDS**

23.1 Bidders shall be allowed to submit bids by mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.

23.2 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.

23.3 Tenders that are deposited in the incorrect box or late will not be considered

#### **24. BID OPENING**

24.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.

24.2 Where practical, prices will be read out at the time of opening bids.

24.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.

24.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

#### **25. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES**

25.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

25.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with paragraph 20 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

25.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

25.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### **26. EVALUATION**

26.1 The Municipality will issue an order as and when required.

26.2 More than one supplier may be appointed per section in order to minimize disruptions in service delivery.

26.3 **The quantities indicated are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.**

#### **27. REQUIREMENTS OF A VALID BID:**

27.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

- 27.1.1 Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 27.1.2 Incomplete Pricing Schedule or Bill of Quantities,
- 27.1.3 A Form of Offer not signed in non-erasable ink,
- 27.1.4 Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

27.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following;

- 27.2.1 To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 27.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
- 27.2.3 To obtain the personal income tax number(s) from the recommended bidder;
- 27.2.4 To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
- 27.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
- 27.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.

**27.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

## 28. TEST FOR RESPONSIVENESS

### 28.1 A bid will be considered non-responsive if:

- 28.1.1 the bid is not in compliance with the specifications.
- 28.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
- 28.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

### 28.2 The Municipality reserves the right to accept or reject:

- 28.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 28.2.2 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

## POPIA DISCLAIMER

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at [www.capeagulhas.gov.za](http://www.capeagulhas.gov.za)  
*The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

# Form of Offer and Acceptance

## Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT: SCM55/2025/26 SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING FOR LV AND ELECTRICAL NETWORK FOR A PERIOD ENDING 30 JUNE 2029**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**The offered total of the prices inclusive of value added tax is**

..... **Rands (in words);**

**R.....in figures**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**for the tenderer**

(Name and address of organization) .....

Name and signature of witness .....

Date .....

## Acceptance (TO BE COMPLETED BY THE MUNICIPALITY)

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature .....

Name .....

Capacity .....

**for the Employer**  
CAPE AGULHAS MUNICIPALITY  
1 DIRKIE UYS STREET  
BREDASDORP  
7280

Name and signature .....

of witness .....

Date .....

# Contract Data

## Part 1: Contract Data provided by the Employer

### GENERAL CONDITIONS OF CONTRACT - National Treasury General Conditions of Contract

The General Conditions of Contract, as issued by the National treasury, is applicable to this Contract and is obtainable from [www.treasury.gov.za](http://www.treasury.gov.za)

The General Conditions of Contract shall be read in conjunction with the special condition as set out on pages 5 – 96  
The Special Conditions shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

## Part 2: Data provided by the Service Provider

The **Service Provider** is: .....

Postal Address: .....  
.....

Physical Address: .....  
.....

Telephone: .....

Facsimile: .....

The **authorized and designated representative** of the Service Provider is:

Name: .....

The address for receipt of communication is:

Address: .....  
.....

Telephone: .....

Facsimile: .....

Email: .....

**SIGNED ON BEHALF OF TENDERER:** .....

**CAPE AGULHAS MUNICIPALITY**

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"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.
"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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

<b>2. Application</b>
<p>2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>
<p>3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.</p>
<b>4. Standards</b>
<p>4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>
<p>5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<b>6. Patent rights</b>
<p>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.</p> <p>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.</p>
<b>7. Performance security</b>
<p>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.</p> <p>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.</p> <p>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:</p> <p>7.3.1. 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</p> <p>7.3.2. a cashier's or certified cheque</p> <p>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.</p>
<b>8. Inspections, tests and analyses</b>
<p>8.1. All pre-bidding testing will be for the account of the bidder.</p> <p>8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>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.</p> <p>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.</p>

<b>9. Packing</b>	
9.1.	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
9.2.	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.
<b>10. Delivery</b>	
10.1.	Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.
<b>11. Insurance</b>	
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.
<b>12. Transportation</b>	
12.1.	Should a price other than an all-inclusive delivered price be required, this shall be specified.
<b>13. Incidental</b>	
13.1.	The supplier may be required to provide any or all of the following services, including additional services, if any: <ul style="list-style-type: none"> <li>13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>13.1.4. 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</li> <li>13.1.5. 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.</li> </ul>
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.
<b>14. Spare parts</b>	
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: <ul style="list-style-type: none"> <li>14.1.1. 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;</li> <li>14.1.2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	
15.1.	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2.	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3.	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4.	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5.	If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.
<b>16. Payment</b>	
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 by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.
16.4.	Payment will be made in Rand unless otherwise stipulated.

<b>17. Prices</b>
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.
<b>18. Variation orders</b>
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.
<b>19. Assignment</b>
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.
<b>20. Subcontracts</b>
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>
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 supplies 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 without the application of penalties.
21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
<b>22. Penalties</b>
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.
<b>23. Termination for default</b>
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:
23.1.1. 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;
23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the 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:
23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
23.6.2. the date of commencement of the restriction
23.6.3. the period of restriction; and 23.6.4.
the reasons for the restriction.
These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7.	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
<b>24. Anti-dumping and countervailing duties and rights</b>	
24.1.	When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
<b>25. Force Majeure</b>	
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.
<b>26. Termination for insolvency</b>	
26.1.	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. 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,
27.4.1.	the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
27.4.2.	the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescriptions of the contract.
<b>28. Limitation of liability</b>	
28.1.	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
28.1.1.	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
28.1.2.	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.
<b>29. 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. Applicable law</b>	
30.1.	The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
<b>31. 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.
<b>32. Taxes and duties</b>	
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.

<b>33. Transfer of contracts</b>
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
<b>34. Amendment of contracts</b>
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.
<b>35. Prohibition of restrictive practices</b>
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.
<i>General Conditions of Contract (revised July 2010)</i>

## 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, hareholder<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

**Section 3.9.1: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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.

**Section 3.13.1: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**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.**

### 1. GENERAL CONDITIONS

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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The applicable preference point system for this tender is the 90/10 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 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.

1.3 The maximum points for this tender are allocated as follows:

		POINTS
<b>PRICE</b>		<b>80</b>
<b>SPECIFIC GOALS</b>	<b>50% of the 20 Points</b>	<b>20</b>
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>

1.4 **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

1.5 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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

## 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.

## 5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.
- 5.2 A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:
- contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
  - local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)
- 5.3 Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.4 A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].
- 5.5 A tenderer failing to submit proof of BBBEE status level of contributor –
- may only score in terms of the 80/90-point formula for price; and
  - scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.
- 5.6 Regarding paragraph 9.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT	50% of the 20 Points = 10
Within the boundaries of the <b>Cape Agulhas Municipality</b>	10
Within the boundaries of the <b>Overberg</b>	5
Within the boundaries of the <b>Western Cape</b>	2
Outside of the boundaries of the municipality	0

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative though any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**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)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>	<b>20</b>		
<b>1. B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>	_____	_____
<b>2. LOCALITY OF SUPPLIER</b>	<b>10</b>	<b>Indicate (YES/NO)</b>	<b>Number of points claimed (maximum of 10 points)</b>
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Cape Agulhas Municipality</b></li> </ul>	10	_____	_____
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Overberg</b></li> </ul>	5	_____	
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Western Cape</b></li> </ul>	2	_____	
<ul style="list-style-type: none"> <li>Outside of the boundaries of the municipality</li> </ul>	0	_____	

**5.7 Promotion of Local area suppliers**

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

**6. DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of company/firm:.....

6.2 Company registration number.....

6.3 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]

6.4 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the 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 by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Cape Agulhas Municipality in accordance with the requirements and specifications stipulated in bid number SCM55/2025/26 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
(ii) General Conditions of Contract; and
(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....
CAPACITY .....
SIGNATURE .....
NAME OF FIRM .....
DATE .....

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

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

1. I **WESSEL RABBETS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **SCM55/2025/26** dated **17 April 2026** for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL
<p align="center"><b>SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING FOR LV AND ELECTRICAL NETWORK FOR A PERIOD 30 JUNE 2029</b></p>	<p>R _____</p>			

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1. ....

2. ....

DATE .....

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

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

Item	Question	Yes	No
4.1	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? <b>(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).</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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? Register for Tender 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	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:

**SCM55/2025/26 SUPPLY AND DELIVERY OF ARC FLASH PROTECTIVE CLOTHING  
FOR LV AND ELECTRICAL NETWORK FOR A PERIOD ENDING 30 JUNE 2029**

in response to the invitation for the bid made by:

**CAPE AGULHAS MUNICIPALITY**

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

<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.

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