



Knysna
Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

QUOTATION INVITATIONS

RFQ NUMBER:		264/2026/27	
RFQ PROJECT DESCRIPTIONS:		Supply and Delivery of Station Wear & Bunker Gear for Knysna Fire and Rescue Service	
ADVERTISEMENT DATE:		15 May 2026	
CLOSING TIME:	12:00	CLOSING DATE:	22 May 2026
Quotations must be submitted in electronic format to procurement@knysna.gov.za . SUBJECT:RFQ NUMBER ONLY RFQ264/2025/26		Quotations must be submitted in electronic format to procurement@knysna.gov.za . SUBJECT:RFQ NUMBER ONLY RFQ264/2025/26	
NAME OF THE SUPPLIER			
TOTAL RFQ PRICE:			
B-BBBE LEVEL STATUS:			
PREFERENCE POINT CLAIMED			
CSD SUPPLIER NUMBER			
CSD UNIQUE REFERENCE NUMBER			
FOR OFFICE USE ONLY SUPPLY CHAIN MANAGEMENT		CHECKED BY:	
		SIGNATURE:.....	
		VERIFIED BY:	
		SIGNATURE:	

KNYSNA MUNICIPALITY									
RFQ NOTICE AND INVITATION TO SUBMIT									
DETAILS OF THE SUPPLIER									
NAME OF THE SUPPLIER									
TRADING AS (if different from above):									
TYPE OF THE COMPAY									
STREET ADDRESS:									
		City/Town		Cod e					
POSTAL ADDRESS:									
		City/Town		Code					
CONTACT PERSON:									
COMPANY REGISTRATION NUMBER:				CIDB CRS NUMBER:					
TCS PIN				FACSIMILE NUMBER:					
E-MAIL ADDRESS:									
TELEPHONE NUMBER:				CELLPHONE NUMBER:					
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?						YES	NO		
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)						YES	NO		
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)						YES	NO		
DECLARATION									
I am duly authorised individual to represent the company for the purpose of this RFQ and hereby submit the RFQ to supply service or goods and in accordance with specifications clearly defined in the attached document, and on terms and conditions of the Knysna Municipality.									
FULL NAME AND SURNAME				SIGNATURE					
CAPACITY				DATE					

MBD1

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY			
	QUOTATION NOTICE AND INVITATION TO SUBMIT			
	NOTICE NO	RFQ264	DEPARTMENT	Community Services
ADVERTISED OR PUBLISHED				
QUOTATION NO:	RFQ264/2026/27	PUBLISHED DATE:	15 May 2026	
QUOTATION DESCRIPTION	Supply and Delivery of Station Wear & Bunker Gear for Knysna Fire and Rescue Service			
AVAILABILITY OF BID DOCUMENTS:				
Quotation documents can be downloaded from the Knysna Municipality website: www.knysna.gov.za . (Information Centre>SCM>QOUTATION)				
OBTAINABLE DATE	15/05/2026			
QUOTATION'S GENERAL TERMS AND CONDITIONS				
- Prices quoted must be firm, inclusive of VAT where applicable be on the company letter Head with company address, registration number and contact details, signed and shall remain valid for 90 days. - All Municipal Bidding Document must be completed and dully authorized by the designated Individuals (MBD1, MBD4, MBD 6.1, MBD8, MBD9. - The Total amount of the Quotation is below R300 000.00 and only one service provider will be appointed upon the approval of the purchase order by the Municipality. - In cases where companies don't have letter heads, their quotations must be stamp with company stamp containing the company details. 30 days payments terms and conditions of the invoices will be applicable and after the delivery of goods and services in the Municipality. - The status of the suppliers Municipal account must be submitted. All prices quoted must be itemized in accordance with expected deliverables or detailed price/ cost breakdown. - Quotation will be evaluated according to the 80/20 preference points system. The RFQ's are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022 - The Municipality reserves the right to withdraw any invitation to Quotation and/or re-advertise or to reject any Quotation or to accept a party. The Municipality reserve the right not to accept the lowest Quotation or to award RFQ to the supplier scoring the highest number of points. - The total amount of RFQ not to exceed R300 000.00				
NO RFQ WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017)..				
Suppliers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.Knysna.gov.za .				
Preferential Procurement Point System Applicable		80/20	Local Content Requirement	N/A
CIDB REGISTRATION			Validity Period	90 Days
VALIDITY PERIOD	Notwithstanding the period of validity of bids as set out in the bid documents, Knysna Municipality reserves its right to extend the validity period, should you not be willing to hold your bid valid in all respects for further period as requested, it will lapse on expiry of the current validity period.			

INFORMATION SESSION		N/A	
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE RFQ PROCEDURE MAY BE DIRECTED TO:	
SECTION	Fire Department	SECTION	Supply Chain Management
CONTACT PERSON	Ian Bezuidenhout	CONTACT PERSON	Phindiswa Mseleni
Tel:	044 302 6280	Tel:	044 302 6269
Email:	ibezuidenhout@knysna.gov.za	Email:	pmseleni@knysna.gov.za
RECOMMENDED BY: CHIEF FINANCIAL OFFICER		APPROVEY BY MUNICIPAL MANAGER	
SIGNATURE:		SIGNATURE	

MBD 1

Version 1.4

KNYSNA MUNICIPALITY
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender 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, before an award may be considered.

1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2.	Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5.	In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za .

KNYSNA MUNICIPALITY DECLARATION OF INTEREST											
1.	No bid will be accepted from persons in the service of the state*.										
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.										
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.										
3.1.	Full Name of bidder or his / her representative:										
3.2.	Identity number:										
3.3.	Position occupied in the Company (director, trustee, shareholder ²)										
3.4.	Company Registration Number:										
3.5.	Tax Reference Number:										
3.6.	VAT Registration Number:										
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.										
3.8.	Are you presently in the service of the state*	YES / NO									
3.8.1.	If yes, furnish particulars.										
3.9.	Have you been in the service of the state for the past twelve months?	YES / NO									
3.9.1.	If so, furnish particulars.										
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO									
3.10.1.	If so, state particulars.										
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO									

3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principal 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 so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name		Identity Number	Individual Tax Number for each Director
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)			

	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces; (iv)
b)	a member of the board of directors of any municipal entity;
c)	an official or any Municipality or municipal entity;
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
e)	a member of the accounting authority of any national or provincial entity; or
f)	an employee of Parliament or a provincial legislature.
² “Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

Specifications uniform

Item	Description
1.	Navy Short Sleeve Combat Shirt or similar – sewn on shoulder patches & rubber embossed shield on left hand side above pocket (Rip stop) Sizes M – 3XL
2.	Navy Combat Pants (All Sizes) or similar – Zip & 80mm belt loops (Rip stop) Sizes 32 - 44
3.	Navy V-Neck Long Sleeve Wool Jerseys or similar – sewn on shoulder patches & rubber embossed shield on left hand side of chest (100% Acrylic) Sizes M – 4XL
4.	Navy V-Neck Wool Pullover or similar - rubber embossed shield on left hand side of chest (100% Acrylic) Sizes M – 4XL
5.	Navy Socks per pair or similar – wool blend
6.	Navy Bunny Jacket - sewn on shoulder patches & rubber embossed shield on left hand side of chest (100% Acrylic)
7.	Black Leather Belt - with Brass Maltese Fire Buckle Sizes 34 – 50
8.	Black Safety Boot - Chelsea Style, genuine leather, steel toe cap

PRICING SCHEDULE

Description		Qty	Price
Item 1 - Navy Short Sleeve Combat Shirt:	Size	Qty	
(As per specifications)	L	3	
			R
Total			R
Item 2 - Navy Combat Pants:	Size	Qty	
(As per specifications)			
			R
	38	3	R
Total			R
Item 3 - Navy V-Neck Long Sleeve Wool Jerseys:	Size	Qty	
(As per specifications)			
	L	1	R
Total			R
Item 4 - Navy V-Neck Wool Pullover:	Size	Qty	
(As per specifications)			
	L	1	R
Total			R
Item 5 - Navy Socks per pair:		6	R
Total			R

Items 6 – Navy Bunny Jacket <i>(As per specifications)</i>	Size	Qty	
	L	1	R
Total			R
Item 7 - Black Leather Belt <i>(As per specifications)</i>	Size	Qty	
	40	1	R
Total			R
Item 8 - Black Chelsea Boots	Size	Qty	
<i>(As per specifications)</i>	12	1	
Subtotal			R
Vat (if vat registered)			R
Total			R

NAME OF THE BIDDER:

DIRECTOR OF THE COMPANY

SIGNATURE:

SIGNATURE OF TENDERER

DATE:

THIS RFQ DOCUMENT WILL NOT EXCEED THE AMOUNT OF R300 000-00

SPECIFICATIONS – BUNKER GEAR

RFQ264/2025/26

SPECIFICATIONS - SUPPLY & DELIVERY OF BUNKER GEAR (TUNIC & TROUSER)

Standard Design

- The complete suit shall comply fully with all relevant standards as set in the NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting, 2007 edition, codes.
- The suit shall consist of a tunic and trousers
- The minimum overlap between the tunic and trousers shall be 250 mm.
- Each garment shall consist of a composite of an outer shell, vapour barrier, thermal barrier and lining.
- Current and valid certificates of compliance issued by an accredited test house, certifying that the outer shell, vapour barrier and thermal barrier comply fully with NFPA1971, Standard on Protective Ensemble for Structural Fire Fighting, 2007 edition, must be included with the tender. **Failure to do so will render the RFQ null and void**
- The vapour barrier, thermal barrier and lining shall form the inner shell and shall be detachable from the outer shell.

Fabric and Garment Requirements

Outer Material (Shell):

- Aramatic Polyamide fibre enriched with 60% Kevlar (para-aramid) and 40 % Nomex (meta-aramid). Material to be in Rip-stop weave.
- The colour of the material will be Navy blue
- The fabric shall withstand at least 350 cycles on the Taber Abrasion Machine without the material holing (90% of material weight retained).
- The TPP (Thermal Protective Performance) shall be no less than 43 cal/cm² on the composite of the material on offer.
- Degradation temperature to be no less than 1050°F (565.6°C)
- The tensile strength of the outer material after 5 seconds TTP exposure shall not be less than 75 lb (34,5 kg) in warp and fill.
- The garments shall comply with the NFPA 1971(2007) standards for:
 - Seam Strength,
 - High visibility,
 - Hardware and
 - Label legibility.
- Only yarns guaranteed by the manufacturer to 360° C and SABS /NFPA shall be used.
- Yarns to be of same colour as outer material
- All raw edges and seams shall be over locked by using at least five (5) strands of yarn.

- Seam strength to be at least 200 N.
- **Proof of the certificate (UL) must be included**

Vapour Barrier:

- Bicomponent Polyurethane laminated to Nomex E89 fabric
- The fabric shall have NFPA 1971 (2007) approval for:
 - Flame resistance
 - Heat resistance
 - Water resistance
 - Liquid resistance
 - Viral resistance (Bacteriophage)
 - Strength
- Resistance to penetration by fire ground chemicals.
- **Proof of the certificate (UL) must be included**

Thermal barrier and Lining

- Thermal barrier – 100% Aramid Batt/ Quilted. Lining – 100% Nomex face cloth/ quilted. Thermal liner consists of Nomex face cloth (the liner) and a non-woven aramid batt, and these two layers are quilted together with Nomex thread. Total weight indeed 9,3 oz./sq. yd. Thermal barrier-liner combination would be integrated.
- The fabric shall have NFPA 1971 (2007) approval for:
 - Flame Resistance
 - Heat resistance
 - Thermal resistance
 - Cleaning shrinkage
 - Strength
- **Proof of the certificate (UL) must be included**

Protective Tunic Requirements

- The outer shell shall be of a single layer construction throughout.
- All seams shall be double stitched
- The coat shall have a double closure front with 50mm Velcro and a heavy-duty zip. The zip shall comply with the standards as set in NFPA 1971(2000)
- There shall be no seams on the shoulders. Sleeves shall be constructed in such a way as afford maximum movement.
- The sleeve cuffs shall be reinforced.
- The arms of the tunic shall be designed to facilitate the maximum amount of free arm movement.
- Elbow padding is required. The padding shall consist of polymer-coated Kevlar with a heat-resistant material sandwiched between the shell and the

Kevlar. The padding shall be stitched onto the outer shell using double stitching.

- The vapour barrier, thermal barrier and lining together shall form the inner garment.
- The inner jacket shall be attached to the outer jacket by means of a heavy-duty zip and Velcro with snaps at the arms.
- The inner jacket shall be equipped with wristlets and thumb loops in accordance with the NFPA 1971 (2007) standards.
- The jacket shall include inverted pleats. The two pleats shall be set in the back of the outer shell
- The tunic must be available in both traditional and bunny jacket styles
- Pockets:
- Two (2) pleated waterproof side pockets shall be fitted to the tunic. The size of these pockets shall be 275 mm x 225 mm with a 75 mm pocket-flap held down by two (2) Velcro squares. Pockets on bunny jacket style to be 220 x 180 mm.
- A radio pocket shall be fitted onto the left chest. The pocket shall be so positioned not to hinder the Breathing Apparatus shoulder straps. The pocket shall feature a pocket flap with an insertion for the antenna. The pocket flap shall be closed with a Velcro square.
- All pockets shall be of the same material as the outer shell
- A pocket shall be placed on each side on the inside of the inner shell. These pockets shall be constructed of the same material as the inner shell.

- Collar

The collar shall be of a double layer of the same material as the outer shell and shall have a layer of the quilted thermal barrier in the middle thereof.

A storm-flap constructed the same as the collar shall be fitted in such a way as to ensure a "Dry Suit". The area over the chin shall have a layer of Nomex Knit.

- Back of Tunic

Include the Company's name – KNYSNA (90mm x 10mm) FIRE & RESCUE (60mm x 10mm) – Size l x b of letters.

Protective Trouser Requirements

- The trouser shall be shaped in such a way that it will provide a tailored fit.
- The trousers shall extend no less than 150 mm above the waist.
- Super heavy-duty suspenders shall be permanently fitted to the trousers. A mechanism to prevent the straps from sliding from the shoulders shall be incorporated into the suspenders. Reflective to be weaved into suspenders.
- The main body of the suspenders shall be constructed of non-elastic webbing.
- The suspenders shall be no less than 50 mm wide.
- The suspenders shall be equipped with two non-slip thermoplastic slide fasteners for adjustment.

- On the back 50 mm wide elastic webbing shall be stitched to the non-elastic webbing. The left and right suspender belt shall be connected with 50 mm elastic webbing at the back.
- Provision shall be made for a fly flap in the trousers. This fly flap shall be fastened with Velcro along the entire length. The fly flap shall taper from top to bottom.
- The cuff area of the trousers shall be reinforced.
- The leg ends shall be wide enough to fit over the bunker boots. The bottom leg seam of the inner shell shall be fitted with an elastic band.
- The knee area shall be reinforced with polymer coated Kevlar squares

Reflection Trim

- Retro-reflective fluorescent trims in accordance with the NFPA 1971 (2000) shall be fitted to the suit.
- All trims shall be 3M type 9487
- The trims shall be 50 mm wide throughout.
- All trims shall be double stitched
- The colour of the trims shall be lime-yellow with a silver strip in the centre.
- The trims shall be positioned as specified.

Marking

Each Tunic and each pair of trousers must have a white woven cotton label of a nominal size of 60 mm x 40 mm. All cut edges must be turned in and the label securely sewn centrally to the inside of the back of the inner shell at the top of both the tunic and trousers. The label must provide the following information printed in legible block letters.

- ✓ The manufacturers name or trademark or both
- ✓ The composition of the materials
- ✓ All materials NFPA compliant
- ✓ The year of manufacture
- ✓ Washing instructions

NB – The back of the tunic must feature the company's name – KNYSNA FIRE & RESCUE – in prominent, reflective lettering

Structural Firefighting Boot

• Scope

This specification defines the minimum requirements for a purpose-designed, firefighter's structural firefighting boot as defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971).

• Standards / Certification

- The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of NFPA 1971, 2007 Edition.
- The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the third-party certification organization prescribed in NFPA 1971, 2007 Edition or recognized equivalent.
- A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement.

- **Construction**

The structural firefighting boot shall be of vulcanized rubber upper and sole construction and shall incorporate the following design elements:

- Pull-on system: Upper to feature durable pull-on rubber loop system.
- Height: Minimum 420 mm.
- Colour: Black/Yellow.
- Upper & Lining thickness: 2.7mm (Combined). Cut resistance as per NFPA.
- Outsole: One-piece moulded Lug type sole (Calendar type soles are not acceptable).
- Sole Shock Protection: 18kV Electrical shock resistance.
- Insole: Sponge insole & removable high density PU insole.
- Steel Midsole: 1-piece Stainless Steel, meets EN 345 Flexing test and Steel Shank, Triple fluted 1.2mm thick,
- Corrosion resistant and Meets NFPA Ladder Shank Bend Resistance.
- Steel Toe Cap: Meets EN 345 Impact & Compression.
- Reflective Trim: Top & Sides (3) Retro-reflective Trim inserts.
- Shin Protection: Heavy-duty layered Shin guard.
- Arch Protection: Ribbed, layered rubber reinforced foot arch protection.
- Side Arch Protection: Reinforced, layered side arch protection.
- Ankle Protection: Added ankle padding.
- Ankle Protection: Layered rubber heavy-duty heel protection support.
- Chemical Resistance: Upper & Sole acid and alkali resistant.

- **Materials**

- Leg lining: Kevlar/Nomex Minimum weight 160/ m2; Minimum thickness 1.5mm.
- Upper Chloroprene Rubber: Black: 65% Natural Rubber, 30% Styrene Butadiene Rubber, 5%.
- Foxing Chloroprene Rubber: Yellow: 65% Natural Rubber, 30% Styrene Butadiene Rubber, 5%.
- Sole / Heel: Black: 70% Chloroprene rubber, 30% Nitrile rubber. * Oil resistant – immersion in iso-octane hours at 22 C) 2% max. Change in volume. * Abrasion.
- Resistant: DIN 53516 – 250mm max.
- Hardness Shore A: 65 +/- 5.

- **Labelling requirements**

- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.

- The element shall be clearly labelled to fully identify the material content.
- The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.
- **TESTING**
- A leakage test shall be performed prior to delivery by the manufacturer by immersing each boot in water and applying an air pressure of not less than 50kPa.
- **Packaging**
- Each pair shall be individually packaged in a clear poly-bag along with the all-user information guides and information.

Structural Fire Fighting Helmet

- Scope
- This specification covers the requirements for Structural Fire Fighting helmets.
- -Helmets conforming to this specification are designed to help protect the firefighter from head and neck injuries related to structural firefighting activities and technical rescue activities.
- **Standards**
- Helmets for Structural Firefighting shall meet or exceed NFPA 1971 Standard on Protective Ensemble for Structural Fire Fighting 2007 Edition (Pertaining to Structural Fire Helmets)
- Helmets for Technical Rescue shall meet or exceed NFPA 1951 Standard on Protective Ensemble for Technical Rescue Incidents 2007 Edition (Pertaining to Technical Rescue Helmets)
- Helmets for consideration must meet both NFPA requirements.
- Certification/verification shall be furnished by written documentation supplied by a recognized independent third-party test laboratory.
- A sample helmet meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days.
- The helmet manufacturer shall be certified ISO 9001 company to assure quality procedures and production capabilities.
- **Construction**
- Physical configuration
- The basic helmet shall have a condensed rear brim design with a length of at least 290mm, a width of at least 254mm at the face shield hardware and a height of at least 172mm.
- Impact Management System
- The impact management system shall consist of an outer shell, a unitary inner shell and a crown strap suspension. These three components, working

together as a system shall be designed to reduce the force of an impact to the helmet and the helmet wearer.

- Shell
- The helmet shall be of a contemporary style and shall be constructed of heat-resistant thermoplastic.
- Colour pigment shall be added to the thermoplastic resin as part of the manufacturing process that moulds the helmet to help maintain appearance by masking chips and scratches that might occur in daily wear and tear.
- The shell finish shall be available in white, yellow, red, black, blue, orange and lime yellow.
- The edge of the outer shell shall have aluminium reinforced; elastomeric edge beading that is secured at the rear of the brim by a stainless-steel clip and D-ring fastened by a stainless-steel rivet.
- The edge beading shall not melt, drip or ignite when tested to NFPA 1971-2007, Section 6-6.12, Heat Resistance requirements.

- **Unitary Inner Shell**

- The inner shell shall be of unitary design, incorporating impact attenuating structures and shall be constructed of a heat-resistant thermoplastic.
- No urethane or other foam shall be utilized.
- Crown Strap Suspension System
- The crown strap suspension system shall consist of two 19mm nylon woven straps attached to four nylon keys.
- The keys shall be inserted into key sockets formed into the unitary inner shell.

- **Ratchet Headband**

- The helmet shall have a quick-adjustment sizing capability by means of a ratchet adjustment system attached to a heat-resistant nylon headband. The headband shall be attached to the unitary inner shell by four black acetal buttons (two front, two rear).
- The headband shall have the ability to be raised or lowered inside of the unitary inner shell by adjusting the headband at one of three vertical positions on the T-shaped posts.
- The rear ratchet height adjuster shall permit at least 25mm of travel to permit the ratchet to be positioned for comfort on the nape of the firefighters head.
- The ratchet housing shall be wrapped in a cushion-backed leather cover to enhance fit and comfort at the nape of the head. This leather ratchet cover shall be attached by four pieces of Velcro hook and loop material to permit removal for cleansing and replacement.

- **Brow Pad**

- The headband shall be supplied with a fire retardant (FR) cotton flannel brow pad, backed with foam cushion padding material at the forehead. This brow pad shall extend rearward on each side 165mm from the centre line of the headband to provide stability and comfort to the firefighter.
- The brow pad shall be attached by hook and loop material to permit removal for laundering and replacement.
- Attachment to the headband with stitching shall not be permitted.

- **Chin Strap**

- The chinstrap shall be a three-point design consisting of min 19mm black Nomex webbing with a super-tough nylon quick-release buckle.
- The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block secured to the face shield-mounting bracket with two stainless steel screws.
- The third point of the strap shall connect through a rear anchor loop. The female side of the quick-release buckle shall be attached to the left side of the outer shell in the same manner.
- When the chinstrap is connected and fully extended, maximum side-to-side length shall be at least 600mm when measured from one anchor block to the opposite anchor block.

- **Ear/Neck Protector**

- The ear/neck protector shall consist of a 170g rip-stop Nomex outer shell backed with FR cotton flannel for comfort. A 25mm strip of loop material shall be stitched in one continuous band across the top of the outer shell portion of the ear/neck protector for attachment to the three corresponding strips of 25mm hook material located on the interior of the unitary shell.
- When properly attached to the inner shell of the helmet, the ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim
 - □ 150mm from the sides of the helmet brim at the chinstrap
 - □ 165mm from the centre rear of the helmet brim

- **Face shield**

- The face shield shall be minimum length of 150mm (6") and moulded in the formed position to fit the contour of the helmet brim.
- The face shield shall be mounted to the brim of the outer shell by means of a Quick-Attach mounting blade system to allow rapid removal/replacement of the face shield without the use of tools.
- When mounted, the face shield shall permit a minimum retractability of 90 degrees in the stowed position.
- The face shield mounting hardware shall be constructed from glass-reinforced, flame resistant, nylon tested to NFPA 1971-2007, Section 6-3 Flame Resistance Test 2.

- **Retro-reflective Trim**

- The outer shell shall have min five min 25mm x min100mm fluorescent lime-yellow, retro-reflective markings located around the outer shell. The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting.
- Vinyl based reflective materials will not be considered equal.

- **Warranty**

- The manufacturer shall warrant to the original purchaser that the entire helmet (excluding face shield) shall be free of defects in material and workmanship, under normal use and service, for a period of two years from the date of manufacture. The face shield is not warranted.

- **After-sales service**
- The supplier shall ensure that all spares and components subject to wear and tear including face shields, neck protectors, and reflective trim and brow pads are available during the warranty period.

Structural Fire Fighting Hood

- Scope
- This specification defines the minimum requirements for a firefighter's structural Hood.
- The purpose of the hood is to afford limited protection to the head, neck and a portion of the shoulder area, of the firefighter against adverse environmental effects during fire ground operations, as defined by the National Fire Protection Association's standard NFPA 1971, Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971).
- **Construction**
- Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid.
- The hood and materials shall meet or exceed both the design and performance requirements for as outlined in NFPA 1971.
- The hood shall be a double layer, full drape, yoke style design providing chest, back and partial shoulder protection.
- A tube style design shall not be acceptable.
- All head and bib seams shall be flat lock stitched.
- The bib hem shall be hemmed with a tight crochet stitch designed to eliminate bulky binding.
- The face opening shall easily stretch to a minimum of 38cm to provide superior donning and fit characteristics for any size firefighter's head.
- The face opening shall be sewn with minimum 12mm elastic and hemmed with over lock stitch.
- **Materials**
- The hood body shall consist of a double layer of 20/80 Nomex / Lenzing FR blend knit with a weight of approximately 220gram per square meter.
- All thread material shall be 100% Nomex.
- **Labelling requirements**
- A flame-retardant label shall be permanently fixed to the hood by means of all four label edges being sewn to the hood.
- Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.
- The element shall be clearly labelled to fully identify the material content and shall be labelled with the FEMSA-style DANGER label.
- The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date and manufacturer.
- **Performance**

- The minimum Thermal Protective Performance (TPP) ratings shall be as follows:
- Before washing: 23
- After washing: 24
- **Care instructions**
- The manufacturer shall provide a user information guide which complies with user information requirements of NFPA 1971 and shall reference that standard. Topics shall include, but not necessarily be limited to pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations. This document shall be packaged with each unit supplied.
- **Certification**
- The manufacturer must certify that the product proposed in its bid meet or exceed all requirements of NFPA 1971, 2007 Edition. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) as the third-party certification organization prescribed in NFPA 1971, 2007 Edition or recognized equivalent.
- A current Certificate of Compliance from a recognized third-party testing laboratory shall be supplied with tender bid to fulfil this requirement.
- **Packaging**
- Each hood body shall be individually packaged in a clear poly-bag along with the all-user information guides and information.

Structural Fire Fighting Glove

- **Scope**
- This specification defines the minimum requirements for a structural firefighting glove specifically designed to withstand the effects of flame, heat, vapour, hazardous liquids, sharp objects and other hazards encountered during structural firefighting operations.
- **Construction**
- Design: A five-finger glove of wing thumb construction shall incorporate the following elements:
 - ☐ Elastic snugger band on back
 - ☐ Leather hanger loop
 - ☐ Leather seam welt between thumb and index finger
 - ☐ Lock stitched seams: Minimum 8 stitches per 25mm; Heat resistant Kevlar 7 thread.
 - ☐ Knitwrist with leather pull tab +/- 90mm wide at base.
 - ☐ Knitwrist shall be a two-ply Nomex/Spandex material.
- **Materials configuration:**
- The design shall be of a three-layer construction consisting of the following:
- Outer Leather Shell - Double chrome tanned Thermo cowhide.

- **Moisture Barrier** - A polyurethane moisture barrier to prevent liquid penetration of chemicals and water shall be fitted. The moisture barrier tabs shall be stitched to the leather shell.
- **Liner** - A fire-retardant modacrylic Self Extinguishing Fleece liner shall be fitted.
- **Certification**
 - The product must meet or exceed all requirements of NFPA 1971, 2007 Edition.
 - Current certification/verification shall be furnished by written documentation supplied by a recognized independent third-party test laboratory.
 - A sample glove meeting the requirements of this specification shall be supplied upon request for inspection and verification of compliance within 10 working days.
- **Packaging**
 - Each pair of gloves shall be individually packaged in a clear poly-bag along with the all-user information guides and information.
- **Labelling requirements**
 - Labels shall be permanently and integrally printed on materials that meet all the requirements for labels of NFPA 1971.
 - The element shall be clearly labelled to fully identify the material content.
 - The labelling on each element shall contain manufacturing information, which shall include, at a minimum, a lot number, manufacturing date, model number, country of origin & manufacturer.

SUPPLY & DELIVERY OF BUNKER GEAR (TUNIC & TROUSER)						
ITEM		SHORT DESCRIPTION	SIZE	QTY	RATE	AMOUNT (R)
1		Structural Firefighting Suit	XL	1	R	
2		Structural Firefighting Boot	12	1		
3		Structural Firefighting Helmet	OSFA	1		
4		Structural Firefighting Hood	OSFA	1		
5		Structural Firefighting Glove	L	1		
Sub total					R	
14% VAT (if VAT registered)					R	

TOTAL	R	
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PRICING SCHEDULE:

NAME OF THE BIDDER:

DIRECTOR OF THE COMPANY

SIGNITURE:

SIGNITURE OF TENDERER

DATE:

HIS RFQ DOCUMENT WILL NOT EXCEED THE AMOUNT OF R300 000-00

Notes:

NB!!! Pricing must be provided on all items for evaluation.

Delivery period:3..... (Weeks)

Supply and Delivery of Station Wear & Bunker Gear (Uniform)

Notes:

For the purposes of fitting the successful bidder must provide samples.

SUPPLY AND DELIVERY OF STATION WEAR, KNYSNA FIRE & RESCUE

NB!!! Pricing must be provided on all items for evaluation

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the

conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) NB: BBBEE Certificate will be applied in order to allocate points for preference.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed. (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document 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.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	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).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	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? (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).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	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 / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	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 / No	
3.10.	If so, furnish particulars:		

4.	CERTIFICATION		
I, 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.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

KNYSNA MUNICIPALITY	
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
1.	Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a <i>per se</i> prohibition meaning that it cannot be justified under any grounds.
2.	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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
RFQ Number:	
Description:	
in response to the invitation for the RFQ issued by the Knysna Municipality , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Supplier):	
That: 1. I have read and I understand the contents of this Certificate; 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect; 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder; 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder; 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who: (a) has been requested to submit a bid in response to this bid invitation; (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) prices; b) geographical area where product or service will be rendered (market allocation) c) methods, factors or formulas used to calculate prices; d) the intention or decision to submit or not to submit, a bid; e) the submission of a bid which does not meet the specifications and conditions of the bid; or f) bidding with the intention not to win the bid. 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates. 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract. 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting	

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

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

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

³Joint 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.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges 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 Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
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.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
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)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore, hereby agrees and authorizes the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

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.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ 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. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	--

Version 3.

KNYSNA 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.

2. Application

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

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.
4. Standards
4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.
5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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. 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser. 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights
6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.
7. Performance security
7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract. 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: 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 7.3.2. a cashier's or certified cheque 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that 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.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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.

10. Delivery

- 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.

11. Insurance

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

12. Transportation
12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental
13.1. The supplier may be required to provide any or all of the following services, including additional services, if any: 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 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 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. 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts
14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: 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; 14.1.2. in the event of termination of production of the spare parts: 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 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.
15. Warranty
15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment
16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified. 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.
17. Prices
17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Variation orders
18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.
19. Assignment
19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3. 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.

22. Penalties

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

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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 purchase 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.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4. 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 prescripts of the contract.
28. Limitation of liability
28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 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.
29. Governing language
29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices
31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order. 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
33. Transfer of contracts
33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
34. Amendment of contracts
34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into

in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties 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.

General Conditions of Contract (revised July 2010)