

BID ADVERTISEMENT FORM

Bid description	Manufacturing, supply and delivery of Road Traffic Uniforms for the Department of Community Safety and Transport Management for a period of three (03) years										
Bid number	CS&TM 01/22/23										
Name of institution	Community Safety & Transport Management										
The place where goods, works or services are required	The North West Provincial Department of Community Safety - Safety_House, 31-34 Molopo Road, Mahikeng North West Province										
Closing date and time	Date	2	0	0	9	2	0	2	2	Time	11H00
Contact details	Postal address	N/A									
	Physical address	Safety House 31-34 Molopo Road. Mahikeng (Main Entrance) Security Check Point.									
	Tel	018 381 9110 / 018 200 8416									
	Fax	N/A									
	email	LLMotlhamme@nwpg.gov.za KSegwai@nwpg.gov.za									
	Contact person	Ms K. Segwai - 018 381 9110 - for Specification Ms L. Motlhamme / Ms L. Thaba 018 200 8416 / 8381 - for bid documents only									
Where bids can be collected	<p>Department Community Safety & Transport Management at Tirelo building, Ground Floor, Office number 035 Albert Luthuli</p> <p>A non-refundable deposit of R200.00 is payable in cash for each for each document, however, bidders are advised to download the document from e-portal system on www.etender.gov.za</p>										
Where bids should be delivered	The North West Provincial Department of Community Safety - Safety_House,31-34 Molopo Road, Mahikeng (Main Entrance) Security Check Point.										
Category (refer to annexure A)	General										
Sector	Government										
Region	NORTH WEST PROVINCE										
Compulsory Briefing Session	<p>DATE: 02 September 2022</p> <p>VENUE: Department of Community Safety and Transport Management - Safety House,31-34 Molopo Road, Mahikeng</p> <p>TIME: 10H00 AM</p>										



Mr S. Maduma

Director SCM



dcstm

Department:
Community Safety and Transport Management
North West Provincial Government
REPUBLIC OF SOUTH AFRICA



SUPPLY CHAIN MANAGEMENT

Tirelo Building, Albert Luthuli Drive,
Mafikeng, 2745
P/Bag X 19 Mmabatho 2735
Tel: +27 (18) 200 8020 / 8003

Ref : CS&TM 01/22/23
Date : 22/09/2022

INVITATION TO BID

MANUFACTURING, SUPPLY AND DELIVERY OF ROAD TRAFFIC MANAGEMENT UNIFORM FOR THE DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT IN THE NORTH WEST PROVINCE FOR A PERIOD OF THREE (03) YEARS.

DATE ISSUED: 25/08/2022

CLOSING DATE: 20/09/2022 AT 11H00

TENDER BOX

DEPARTMENT OF COMMUNITY SAFETY AND TRANSPORT MANAGEMENT
SAFETY HOUSE, 31-34 MOLOPO ROAD, (MAIN ENTRANCE)
SECURITY CHECK POINT
MAHIKENG

Name of bidder		Bidder VAT registered?
Total bid price including VAT – Where Applicable: (brought forward from SBD 1)		Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Mr. S Maduma
Director: Supply Chain Management

22/09/2022

Date:

"Let's Grow North West Together"



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1. Purpose

The purpose of this bid is to ensure Manufacturing, supply and delivery of Road traffic management Uniform for the Department of Community Safety and Transport Management in the North West province for a period of three (03) years.

2. Background

The Department has a total number of four (4) Districts (Ngaka Modiri Molema, Dr Ruth Segomotsi Mompoti, Dr Kenneth Kaunda and Bojanala) in the North West Province and is required to provide uniform to all Traffic Officials in its employment, for the execution of their duties.

3. Scope of work

- 3.1. The successful bidder will be expected to take measurements of officials as and when required by the Department.
- 3.2. The bidder will also be required to supply and deliver the required uniform as per specification and a satisfaction survey which must be signed by each official receiving the uniform.
- 3.3 The bidder is expected to exchange uniform as and when required by the Department / Officials.

4. Problem Statement

Traffic Officers require distinct sets of uniforms to distinguish them from other law enforcement officers, visibility and proper identification to members of the public. The legislation requires that the mandate of Traffic Officers may only be exercised by uniform personnel. The wearing of uniform by Traffic Officers remains a legal mandate outlined in the National Road Traffic Act (NRTA). The supply of uniform to Traffic Officers is carried out annually.

The tender contract will also enable the Department to speed up the procurement process as the current contract is nearing expiry date.

4.1 Statement of Work

To acquire services to Manufacture, Supply and Delivery of Road Traffic Management Uniform for the Department of Community Safety and Transport Management in the North West province for period of three (03) years.

5. BRIEFING SESSION

There shall be will be a compulsory briefing session. The purpose is to explain the requirements of the bid and completion of bid forms.

Date : 02/09/2022
Time : 10:00
Venue : Safety House, 31 – 34, Molopo Street, Mahikeng.

6. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of three [3] years

7. TIMELINE OF THE BID PROCESS

The validity period is 90 days after closing of the bid. The project time frames of this bid are set out below:

Activity	Date due
Advertisement of the - Government Tender Bulletin; - Departmental website; and - National Treasury Tender E-Portal	<u>19/08/2022</u> ----- ----- -----
Distribution of bid documents on the departmental website	-
Compulsory briefing session	<u>02/09/2022</u>
Bid closing date	<u>20/09/2022</u>

*Dates subject to change.

All times in this bid are South African Standard Time. Any time or date in this bid is subject to change at the Department's sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of the department to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accept that, if the Department extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CENTRAL SUPPLIER DATABASE [CSD]

- 8.1. Bidders must be registered as a service provider on the Central Supplier Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.
- 8.2. Bidders are also required to submit their CSD Registration Report".
- 8.3. Bidders must ensure that their tax information on Central Supplier Database [CSD] is in good standing and submit a Valid Tax Clearance Certificate or valid tax compliance status pin.
- 8.4. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's Responsibility to ensure compliance in all respects.

9. INSTRUCTION TO BIDDERS

1. Bids must be properly packaged, clearly marked as **CS&TM:01/22/23** and deposited in the tender box on or before the closing date and time at the Department of Community Safety and Transport Management, situated at: -

Physical address

Department of Community Safety and Transport Management

Safety House, 31-34 Molopo Road, (Main Entrance)

Security Check Point

Mahikeng

2. Bid documents will only be considered if received by the Department before the closing date (indicate the date) 20/09/2022 and time 11h00
3. Late bids will not be accepted.
4. The Department of Community Safety and Transport Management reserves the right to award the bid in whole or in part and does not bind itself to accept the lowest or any bid.

10. CONTACT DETAILS

For more detailed information regarding the bid procedure and specifications please contact the following:

Contact Persons:

Bid document: Ms L Motlhamme – 018 200 8416– LMotlhamme@nwpg.gov.za

Specification: Mr. M. Mtshengu – 018 381 9110 – MMtshengu@nwpg.gov.za

Specification: Ms. K. Segwai – 018 381 9110 – Ksegwai@nwpg.gov.za

11. DOCUMENTS IN THE BID DOCUMENT PACK

Bidders are to ensure that they have received all pages of this document, which consist of the following documents:

- ❖ Bid Submission Checklist

12. SECTION 1.

12.1. Special Conditions of the Contract (SCC)

Manufacturing, Supply and Delivery of Road Traffic Management Uniform should comply with the following legislation: -

- Adherence to specification, legal requirements to the Bid, Invitation to Bid as well as the General Conditions of the Contract;
- Submission of Central Suppliers Database [CSD] report or master registration number.
- Bidders are obliged to bid all items referred to as per item 10.3 of the specification.
- Successful bidders will undergo screening process prior to the award.
- Bidders will be evaluated on local content as per PPR 2017. Comply with applicable sections and provisions thereof of the National Road Traffic Act and Regulations [NRTA] and any other applicable legislation or prescript, subject to completion of 6,2 and Annexure C, and E.
- Manufacturing, Supply and Delivery of Traffic Uniforms must comply with SABS approved specification requirement [SABS 1387 PALT and CKS 43/1988 STYLE D12]
- Bidders are obliged to bid all items referred to as per annexure A of the specification.
- Samples must comply with the requirements as specified in Specifications special condition
- The Department is not obliged to award the Bid to the highest scoring bidder if the samples does not comply with SABS approved specification requirement [SABS 1387 PALT and CKS 43/1988 STYLE D12]

13. SECTION 2

Standard bidding documents

- Invitation to Bid (SBD 1)
- Price Schedule (SBD 3.2)
- Declaration of Interest (SBD 4)
- Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017 (SBD 6.1)
- Declaration Certificate for Local Production and content (SBD 6,2)
- Summary schedule of Local Content Annexure "C"
- Local Content declaration Annexure "E"
- BBBEE Certificate to be attached.

14. SECTION 3

14.1. General Conditions of Contract (GCC)

15. BID SUBMISSION CHECKLIST [CHECK WHETHER ALL RETURNABLES ARE INCLUDED ON THIS CHECKLIST]

- All the relevant forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official.
- Use of tippex and pencil in the bid document are not allowed.
- Where cancellation has been made, bidders should endorse with signatures

Bidders are required to complete the following checklist and to submit it with their bids:

Please note that all the information listed below should be included in the bid.

		COMPLIANT? (TICK ✓ IN APPROPRIATE BOX)	
NO	REQUIREMENT	YES	NO
1	SECTION 1		
1.1	Standard Bidding Documents:		
SBD 1	Invitation		
SBD 3.2	Pricing Schedule – Non-Firm Prices		
SBD 4	Declaration Of Interest		
SBD 6.1	Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017		
SBD 6.2	Declaration Certificate for Local Production and Content for Designated Sectors		
Annexure "C"	Summary schedule of Local Content		
Annexure "E"	Local Content declaration		
2	SECTION 2		

2.1	Special Conditions of Contract (SCC)		
3.	SECTION 3		
3.1	General Conditions of Contract (GCC)		
4.	ATTACHMENTS		
4.1	CSD Registration Report		
4.2	Price Schedule Per Uniform Item (as per annexure 'A')		

16. SECTION A

16. SPECIAL REQUIREMENTS AND CONDITIONS OF BID

16.1. PRE-QUALIFICATION CRITERIA [if need be]

Not Applicable.

17. CONTRACT PERIOD

The offer must be for a period of three (3) years.

18. ORDERING

18.1. DEPARTMENT

The Department will place an order as and when a need arises

18.2. SERVICE PROVIDER

The successful service provider will receive the official purchase order from the ordering Department/ (it is a pre-requisite that supply and delivery is done upon receipt of order form from Department as supplying and delivering before order form is issued will render service provider the risk of not being paid).

The supply and delivery of every item must be in terms of the specifications and purchase order

19. DELIVERY

- Contracted service providers should deliver within eight (08) weeks after receipt of purchase order from the Department.
- All deliveries should be during office hours.

20. RISK

- Failure to deliver the required services during the expected time frames[Delay Factor]
- Failure to deliver good quality of uniform in line with the specification provided.

21. PAYMENTS

21.1. Contracted service providers

Contracted service providers will lodge their payment claims from the Departments for orders placed. Payments will be effected within a maximum of 30 days upon receipt of an original tax invoice, copy of delivery note and after delivery of goods

22. BREACH OF CONTRACT

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

- a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2;
- b) if the Supplier fails to perform any other obligation(s) under the contract; or
- c) if the supplier, in the judgment of the Department, has engaged in corrupt or Fraudulent practices in competing for or in executing the contract.

22.2. In the event the Department terminates the contract in whole or in part, the Department 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 Department 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.

22.3. Where the Department terminates the contract in whole or in part, the Department 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.

22.4. If a Department 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 Department may regard the intended penalty as not objected against and may impose it on the supplier?

22.5. Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- (i) the name and address of the supplier and / or person restricted by the Department;
- (ii) the date of commencement of the restriction

- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

22.7 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.

22.8 Breaching the contract in terms of the specification, purchase order, the delivery period shall result in the cancellation of the contract. The designated service provider shall bear any difference in price of the said supplies and these amounts plus any other damages which may be suffered by the State shall be paid by the designated service provider to the State immediately on demand.

23. INSPECTIONS

Designated Departmental officials will conduct inspections before the award of contract, Bidders will be expected to avail themselves at the business premises or manufacturing site and items for inspection.

24. REPORTING

- The service provider shall provide services strictly in accordance with the specification as well as other relevant legislative provisions and as per the request.

25. OBLIGATIONS

25.1. The Department is obliged to ensure that the contracted service providers supply departments with the approved items within the specified period after orders have been placed.

25.2. Contracted suppliers are obliged to supply and deliver the approved items in terms of the specifications and purchase orders to Departments in the North West Province within specified period.

25.3. The contracted service providers are obliged to provide the Department with the delivery schedules.

25.4. The Department to pay the contracted suppliers within the stipulated 30 days period.

25.5. Default by either party (i.e. the contracted supplier or any government department) in terms of delivery, quality of products and payments must be reported within Seven (7) working days to the Supply Chain Management Office.

25.6. All parties are obliged to adhere to these Special Conditions of bids as stipulated in the attached bid forms and General Conditions of Contract.

26. SERVICE LEVEL AGREEMENT

The Department will enter into a Service Level Agreement with contracted service providers. SLA will be signed by the department and the successful bidder.

27. INDUCTION

Not Applicable

28. EVALUATION CRITERIA

The bid will be evaluated in five stages:

- Stage 1 - Mandatory, Technical and Administrative requirements
- Stage 2 - Local Content
- Stage 3 - Functionality
- Stage 4 - Price and B-BBEE
- Stage 5 - Site Inspection
- Stage 6 – Additional Objective Criteria

28.1. Stage 1 - Mandatory, Technical and Administrative requirements

Proof of the following documents will be required: -

- Invitation to Bid (SBD 1)
- Price Schedule (SBD 3.2)
- Declaration of Interest (SBD 4)
- Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1)
- Declaration Certificate for Local Production and content (SBD 6,2)
- Summary schedule of Local Content Annexure "C"
- Local Content declaration Annexure "E"
- Completed Tender document Form [Including Pricing Schedule]
- Valid registration certificate with a manufacturing body must be submitted
- Valid accreditation certificate in Clothing, Wool, Leather and Textile must be attached

NB: Failure to submit fully completed and signed any of the above documents will render the bid non-responsive.

28.2. Stage 2 - Evaluation based on Local Content

Bidders are expected to attain hundred (100) stipulated threshold on local content.

- This bid shall be evaluated in terms of threshold stipulated below for local content and all bids which fail to achieve stipulated threshold for local production and content will be disqualified.
- The exchange rate to be used- for calculation of local production and content must be the exchange rate published by the south African Reserve Bank (SARB) at 12:00 on the week (7 calendar days)- prior of the closing date of the bid.
- Only the south African Bureau of Standards (SABS) Approved technical specification number STAS 1286:2011 must be used to calculate local content.
- The supply and delivery of textile, clothing, leather and footwear is a designated sector with a threshold of 100% locally produced; therefore SBD 6.2 must be fully completed and signed.
- Local content compliance in completion of the following:
 - ✓ Declaration Certificate for Local Production and content (SBD 6,2)
 - ✓ Summary schedule of Local Content Annexure "C"
 - ✓ Local Content declaration Annexure "E"
 - ✓ Local Content produce 100% (Clothing, Textile, Leather and footwear)
- The department will use the below formula to calculate local content

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

Where
 x is the imported content in Rand
 y is the bid price in Rand excluding value added tax (VAT)

28.3. Stage 3 - Evaluation based on functionality

A maximum of 100 points will be awarded for functionality. For elimination purposes, the bidder who scores less than 70 points for functionality will NOT be considered for next evaluation. Functionality will be scored using the following values:

N0.	Description	Scoring Guide	Points Allocated
1.	Company relevant years' experience in Manufacturing, Supply and Delivery of Uniform in Law Enforcement Sector	<ul style="list-style-type: none">• Above 6 years = 70• Above 4 – 6 years = 50• Above 3 – 4 Years = 30• 1 -3 years = 10 (Attach original / original certified copies of appointment letters of current award and reference letters of previous work done with contact numbers)	70 Points
2.	Company Financial Capacity	Banking rating letter Rating A = 15 Rating B = 10 Rating C = 05	15 Points
3.	Infrastructure	<ul style="list-style-type: none">• Proof of ownership/ lease agreement of workshop facility: = 15• Not attached =00 (Bidders must submit full portfolio of evidence of the ownership or lease agreement of the infrastructure in their name for the duration of the contract where law enforcement uniforms will be manufactured.)	15 Points
TOTAL			100

28.4. Stage 4 – Site Inspection

Service providers who obtain minimum threshold of 70 points and more will be evaluated further.

No.	Description	Scoring Guide	Allocated Points
1.	Workshop facility with Garments stitching machinery	Garments stitching machinery: <ul style="list-style-type: none"> • Cutting tables, = 10 • Cutting machines, =10 • Fabric spreading machines = 10 • embroidery machine =10 	40
2.	Availability of any law enforcement uniform sample	30	30
3.	SABS approved fabric material sample (Dark Traffic Bronze Material Available) <ul style="list-style-type: none"> • Colour codes • Qualification Certificate available at the Premises (Texture and colour as per specification) 	30	30
TOTAL		100	100

28.5. Stage 5 – Evaluation in terms of 80/20 preferential points system

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on 80/20 preference point system and the lowest acceptable TCO tender will be used to determine the applicable preference point system.

The following formula will be used to calculate the points for price:

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

A maximum of either 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor (not attached)	0	0

- 28.5.1.** Bidders are required to complete the preference claim form (SBD 6.1) in order to claim the B-BBEE status level points.
- 28.5.2.** Evaluation of trust, consortium, joint venture or partnership
- 28.5.3.** A trust / consortium / joint venture / partnership must submit a signed agreement that clearly stipulates the % of ownership and address/place of business.
- 28.5.4.** The agreement must clearly state participation of the several constituent person and/or companies and/or firms and the period of duration of the agreement.
- 28.5.5.** A trust / consortium / joint venture / partnership must submit a certificate signed by or on behalf of each participating person and/or companies and/or firms authorizing the person who signed the bid to do so.
- 28.5.6.** A trust / consortium / joint venture / partnership must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid. Zero (0) points will be awarded if separate B-BBEE certificates are submitted.
- 28.5.7.** bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate¹
- 28.5.8.** Where a trust / consortium / joint venture / partnership are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD or through SARS.

28.6 Stage 6 – Additional Objective Criteria

- The department may award this bid in whole or in part

29. PRICING

- 29.1.** To price the bid, the bidder must fully complete the attached pricing schedule (No separate schedule will be accepted)
- 29.2.** Bidders must fully complete SBD 3.2 **and** Adjust prices annually after 12 months from the inception of the contract
- 29.3.** The total bid price does not constitute the total bid to be paid by the Department; however, it will be used on rates per item, which simply means that the Department may spend more or less than the Bid Price. Pricing Schedule is attached as Annexure 'A'.

ANNEXURE A (ALL PRICES SHOULD BE INCLUSIVE OF VAT WHERE APPLICABLE)

GROUP A

PRICE SCHEDULE

FIELD DRESS UNIFORMS

NO.	ITEM DESCRIPTION	Unit Price (Vat Where applicable)
1.	FIELD DRES CAPS [MALE & FEMALE]	
	a) Provincial & Senior Inspector Plain Peak	
	b) Principal Provincial Inspector Three Leaf	
	c) Chief Provincial Inspector Five Leaf	
	d) Control Provincial Inspector Seven Leaf	
	e) Deputy Director Nine Leaf	
	f) Director Eleven Leaf	
2.	FIELD DRESS TROUSER	
	Male & Female Size Female 28-58 Male 30-56	
3.	FIELD DRESS SHIRTS-HEAVY DUTY [MALE & FEMALE]	
	Size female XS-4XL Male S-4XL	
	a) Plain no embroidery	
	b) Embroidery star on left breast above the pocket	

	c) Embroidery star onto left breast onto left breast above the pocket and embroidered shoulder flashes on both selves.	
4.	JUMP SUITE OVERALLS	
	a) Jump suite overalls for field workers (Male & Female) Female 28-58 Male 30-56	
5	EPAULETTES RUBBERISED	
	a) Plain epaulettes rubberised with NWP design [Provincial P]	
	b) One Leaf Gold Wire Design and one silver bar royal blue (Senior Provincial Inspector)	
	c) Two Leaf gold wire design and one silver bar royal blue (Principal Provincial Inspector)	
	d) Three Leaf Gold wire design royal blue (Chief Provincial Inspector)	
	e) Four Leaf Gold wire design and one silver bar royal blue (Control Provincial Inspector)	
	f) Five Leaf Gold wire design royal blue (Deputy Director)	
	g) Six Leaf wire design royal blue (Director)	
6	EPAULETTES STIFFEND	
	a) Plain epaulettes rubberised with NWP design [Provincial P]	
	b) One Leaf Gold Wire Design and one silver bar royal blue (Senior Provincial Inspector)	
	c) Two Leaf gold wire design and one silver bar royal blue (Principal Provincial Inspector)	
	d) Three Leaf Gold wire design royal blue (Chief Provincial Inspector)	
	e) Four Leaf Gold wire design and one silver bar royal blue (Control Provincial Inspector)	
	f) Five Leaf Gold wire design royal blue (Deputy Director)	
	g) Six Leaf wire design royal blue (Director)	

7	GEORGETTE PATCH RUBBERISED	
	a) Two Leaf Gold Wire Design and one silver bar royal blue (Principal Provincial Inspector)	
	b) Three Leaf Gold wire design royal blue (Chief Provincial Inspector)	
	c) Four Leaf Gold wire design and one silver bar royal blue (Control Provincial Inspector)	
	d) Five Leaf Gold wire design royal blue (Deputy Director)	
	e) Six Leaf wire design royal blue (Director)	
8	GEORGETTE PATCH STIFFEND	
	a) Two Leaf Gold Wire Design and one silver bar royal blue (Principal Provincial Inspector)	
	b) Three Leaf Gold wire design royal blue (Chief Provincial Inspector)	
	c) Three Leaf Gold wire design and one silver bar royal blue (Control Provincial Inspector)	
	d) Four Leaf Gold wire design royal blue (Deputy Director)	
	e) Five Leaf wire design royal blue (Director)	
9	RANK METAL	
	Gold wreath with two pin on back gold wreath small with two pins on back silver bar with oak leaves design in centre with pins on back.	
10	SHOULDER FLASHES	
	Shoulders flashes rubberised	
11	TRAFFIC STAR METALS	
	Design of star and name plate available from the department name plate with star attached underneath on a royal blue.	

12	CAP BADGE METAL	
	Cap badge metal design available from the department.	
13	NAME PLATE METAL	
	Brass nameplate, two pins and clutches on back royal or provincial crest on left side plastic coated.	
14	COLLAR BADGES METAL	
	Collar badges metal design available from the department.	
	TOTAL	

ANNEXURE B

GROUPINGS OF ITEMS PER UNIFORM SPECIFICATIONS

GROUP A – FORMAL UNIFORM

NO.	ITEM DESCRIPTION	Unit Price (Vat Where Applicable)
1	<u>CAPS: FORMAL CAPS – OFFICERS</u> FABRIC: 55% TREVIRA, 45% WOOL IN ACCORDANCE WITH SABS 985/1979 TYPE 33 COLOUR: TRAFFIC BRONZE CKS 129/538C	
	a) Provincial & Senior Inspector (plain)	
	b) Principal Provincial Inspector (Two leaves)	
	c) Chief Provincial Inspector (Three leaves)	
	d) Control Provincial Inspector (Four leaves)	
	e) Deputy Director (Five leaves)	
	f) Director (Six leaves)	
2	<u>HATS</u> FABRIC: TREVIRA AND WOOL COLOUR: TRAFFIC BRONZE	

	a) Chief Provincial Inspector	
	b) Chief Provincial Inspector	
	c) Control Provincial Inspector	
	d) Deputy Director	
	e) Director	
3	<p>FORMAL TROUSERS (MALE & FEMALE)</p> <p>SIZE Female 28-58 Male 30-56</p> <p>STYLE FOB POCKETS Zip Fly One Hip Pocket Button Two Straight Side Pockets Rubberised wait band Belt Loop 6cm</p> <p>FABRIC: 55% TRAVIRA 45% wool in accordance with SABS 985/1985 Type 3, 3</p> <p>COLOUR: Traffic Bronze CKS 129/538C</p>	
4	<p>SKIRTS</p> <p>Size Female 28-58</p> <p>Three Panel Sjirt fully lined Zip at back with button to tasten on waistband</p> <p>6cm Belt Lops Box plea at back</p> <p>FABRIC: 55% TREVIRA, 45% wool – in accordance with SABS 985/538C</p> <p>COLOUR: Traffic Bronze CKS 129/538C</p>	
5	<p>SLACKS</p> <p>Size Female 28-58</p> <p>Two pleats in front</p>	

	<p>Zip Fly In Front Two slanted Side Pockets Waist Band with button to fasten 6cm Belt</p> <p>FABRIC: 55% TREVIRA, 45% wool – in accordance with SABS 985/1979 TYPE 33</p> <p>COLOUR: Traffic Bronze CKS 129/538C</p>	
6	SHIRTS	
	<p>a) Long Sleeve (Male & Female) Size-Female 28-58 Male 30-56</p>	
	<p>b) Short Sleeve (Male & Female) Female 28-58 Male 30-56</p>	
	<p>c) Military Style raised closed collar</p> <p>Two top pockets with mitred flaps to bottom pen hole slit on left pocket flap shoulder straps in accordance with CKS 34/1988 Style 12</p> <p>FABRIC: 50% Polyester, 50% Cotton – in accordance with SABS 34/87 Part 2</p> <p>COLOUR: Fawn Shade 8668</p>	
7	<p>BLOUSES Size - Female 28-58 Male 30-56</p> <p>Single breasted short sleeve Four Button Front Shirt Collar Open Neck Two Panels Down Front Two Slanted Bottom Pockets Centre Vent at Back Two side Slits Shoulder Straps</p>	

	<p>FABRIC: 100% Polyester Butcher's Linen</p> <p>COLOUR: Fawn</p>	
8	<p>PENTYHOSE</p> <p>Ladies Pantyhose with gusset</p> <p>Size S-SL</p>	
9	<p><u>JACKET (TUNICS)</u></p> <p>Size- Male 30-56</p> <p>a) Mens Forma; Jackets</p> <p>Officer's Style</p> <p>Long sleeve with peak cuffs</p> <p>Two top pockets with box pleat flap to bottom</p> <p>Two bottom bellows pockets flap to bottom</p> <p>5cm Belt with brass buckle and loops</p> <p>Shoulder Straps</p> <p>Centre Vent at Back</p> <p>Eyelet Holes for all bottoms</p> <p>FABRIC: 55% TREVIRA, 45% wool - in accordance with SABS 985/1979 TYPE 33</p> <p>COLOUR: Traffic Bronze CKS 129/538C</p>	
	<p>b) LADIES FORMAL JACKETS</p> <p>Size-Female 28-58</p> <p>Officer's Style</p> <p>Two bottom pockets with flap to Bottom shoulder Straps</p> <p>Eyelet Holes for all bottoms</p> <p>FABRIC: 55% TREVIRA, 45% wool – in accordance with SABS 985/1979 TYPE 33</p> <p>COLOUR: Traffic Bronze CKS 129/538C</p>	

10	<u>TIES</u>	
	a) MALE TIE Standard Tie 146cm Long Woven Lining Fabric: 100% Polyster Colour : Royal Blue	
	b) BOW TIE Ladies bowtie with covered button Adjustable fastening at back Fabric : 100% Polyester Colour : Royal Blue	
	c) CRAVETS Velcor Neck Closing Pleated Front Lined Fabric : 100% Polyester Colour : Royal Blue	
11	LANYARDS Plaited with Loop Fabric : Woven Cotton Colour : Royal Blue	
	TOTAL	

**GROUP B
JERSEYS AND FIELD JACKETS**

1. JERSEYS	Unit Price (Vat Where Applicable)
<p>a) SLEEVELESS JERSEY Size-Female 28-58 Male 30-56</p> <p>V-Neck Plain Weave Reinforced Bottom Shoulder Straps</p> <p>Option 1</p> <p>Plain no embroidery Embroidered star on left breast (Design available from department)</p> <p>Fabric : 100% HI Bulk Acrilic Colour : Traffic Bronze</p>	
<p>Plain no embroidery</p>	
<p>Embroidered Star onto the left breast</p>	
<p>Embroidered Star onto the left breast and embroidered shoulder flashes on both sleeves (Design available from the department)</p>	
<p>b) LONG SLEEVE JERSEY Size-Female 28-58 Male 30-56</p> <p>V-Neck plain weave reinforced cuffs and bottom shoulder straps</p> <p>Fabric : 100% HI Bulk Acrilic Colour : Traffic Bronze</p>	

Plain no embroidery	
Embroidered Star onto the left breast	
Embroidered Star onto the left breast and embroidered shoulder flashes on both sleeves (Design available from the department)	
2. SOCKS	
Size-Female 4-8	
Male 4-14	
A1. Light weigh Socks:	
Style in accordance with SABS 1382 TYPE MHS	
FABRIC: Wool/Nylon/Bioguard or Similar	
COLOUR: Traffic Bronze	
3. JACKETS	
Size-Female 28-58	
Male 30-56	
A1. WINDBREAKER (WARMJACKET)	
Size-Female 28-58	
Male 30-56	
Short Padded Jacket Zip Front With Concealing Flap, Press Stud Closure	
Double Collar	
Two Straight Side Pockets	
Shoulder Straps	
Elastic Waistband and Cuffs	
FABRIC: 50% Polyester, 50% Cotton – in accordance with SABS 1387 Part 2	
COLOUR: Traffic Bronze	
A2. WINDBREAKER HIP-LENGTH	
Size-Female 28-58	
Male 30-56	
Padded Inner Lining	
Zip Fastening Fron, Concealing Flap With Press Studs	
Two Botton Slanted Hand Warmer Pockets	
Shoulder Straps	

<p>Elbow Patches Elasticised Cuffs Draw Strings at Waist and Bottom of Jackets</p> <p>FABRIC: 50% Polyester, 50% Cotton In Accordance With SABS 137 Part 2</p> <p>COLOUR: Dark Traffic Bronze</p>	
<p>A3. BODY WARMER Size-Female 28-58 Male 30-56 Military Style Padded Sleeveless Jacket =raised collar ZIP ZIP Front Two Bottom Hand Warmer Pockets</p> <p>FABRIC: 50% POLYESTER, 50% Cotton – in accordance with SABS 1387 PART 2</p> <p>Colour: Fawn Shade 8668</p>	
TOTAL	

GROUP C
LEATHER AND PLASTIC FABRIC

NO.	ITEM DESCRIPTION	Unit Price (Vat Where Applicable)
1	<p>LEATHER BELT Size –Female S-3XL Male S-4XL</p> <p>Border Patrol Style Basket Double Leather Stitched Brass Buckle 50mm width</p> <p>FABRIC: LEATHER</p>	

	COLOUR: DARK BROWN	
2	<p>CORDURA BELT Size –Female S-3XL Male S-4XL</p> <p>SAP Style Belt With Departmental Logo in Buckle Clip Fastening to Adjust Length Belt Clip in Buckle [55MM And 40 Width Belts] Slide Adjustment</p> <p>FABRIC: Cordura Nylon with Plastic Fasteners</p> <p>COLOUR: Traffic Bronze</p>	
3	<p>LEATHER HOLSTER</p> <p>Pancake Style Strap with dress – Stud Fastening Top Fit 50mm Belt</p> <p>FABRIC: Leather</p> <p>COLOUR: Dark Brown</p>	
4	<p>CORDURA HOLSTER</p> <p>Reversible Holster Nylon Strap with Velcro Fastening</p> <p>FABRIC: Cordura Nylon</p> <p>COLOUR: Traffic Bronze</p>	
5	<p>MALE SHOE PARABELLUM Size –Male 3-12</p> <p>Military Style Lace Up Parabellum Sole Welted and Stitched in accordance with SABS 421/76 TYPE 2</p> <p>FABRIC: Genuine Leather Upper</p>	

	COLOUR: Dark Brown	
6	<p>FEMALE SHOE PARABELLUM Size –Female 3-8</p> <p>Military Style Lace Up Parabellum sole welted and stitched in accordance with SABS 421/76 TYPE 2</p> <p>FABRIC: Genuine Leather Upper</p> <p>COLOUR: Dark Brown</p>	
7	<p>CORDURA LEATHER BOOTS (MALE & FEMALE)</p> <p>Size –Female 3-8 Male 3-12</p> <p>Leather and Cordura Upper Padded Form Collar Bellows Tongue PU Moulded Sole Lace Up</p> <p>FABRIC: Leather and Cordura</p> <p>COLOUR: Nutria Brown</p>	
8	<p><u>RAIN SUITS</u> Size –Female S-3XL Male S-4XL</p> <p>Jacket with Stand and Built-In Hood Double Flap Over Zip Closure Two Bottom Waterproof Bellows Pockets Shoulder Straps Cuffs with Velcro Closure Reflective Strips for Visibility Reflective Back Badge</p> <p>Trousers Elasticated Waistband and plain</p>	

	<p>Bottom</p> <p>FABRIC: Coated Nylon Breathable Ventex or Similar</p> <p>COLOUR: Lime Yellow or Traffic Bronze</p>	
9	<p>RAINCOATS Size –Female S-3XL Male S-4XL</p> <p>Double Breasted with Belt Inner Waterproof Lining Two Side Pockets Fur-Pile Detachable Warm Lining Matching Buttons</p> <p>FABRIC: Polyester Poplin</p> <p>COLOUR: Lime Yellow or Traffic Bronze</p> <p>RAINCOATS (MALE & FEMALE)</p> <p>STYLE : Three Quarter Length Coat Stand Collar with Built-In Hood Two Bottom Pockets Button Front Reflective Stripe for Visibility Reflective Back Badge</p> <p>FABRIC: Coated Nylon Breathable Ventex or similar</p> <p>COLOUR: Lime Yellow or Traffic Bronze</p>	
10.	<p>REFLECTIVE VESTS Size –Female S-3XL Male S-4XL</p> <p>Long Sleeve Zip Front Front and Lime Panels Silver 50mm Reflective Tape on Fron, Back and Sleeves of Jacket</p>	

	<p>Reflective Star and Back Badge</p> <p>FABRIC: Nylon Solid Mesh Fabric COLOUR: Orange and Lime</p>	
11.	<p>TRAINER SHOES Size –Female 3-8 Male 4-12</p> <p>Running Shoe Style with Lace Equivalent to Nike</p> <p>COLOUR: White with Colour Trim</p>	
12.	<p>LEATHER JACKETS Size –Female S-3XL Male S-4XL</p> <p>OPTION 1</p> <p>Windbreaker Type Jacket with Zip Closure Two Top Pockets with Flaps, Press Stud Closure Two Bottom Slanted Hand Warmer Pockets Elasticised Cuff and Waistband Star Patch on Left Breast</p> <p>FABRIC: Nappa Leather</p> <p>COLOUR: Dark Brown</p> <p>OPTION 2</p> <p>Single Breasted Type Jacket With 4 Button Front + Shoulder Straps Spedded Collar Long Sleeve with Plain Cuffs Yoke at Top of Jacket With Seam Down Front Two Hand Warmer Bottom Pockets Star Patch on Left Breast FABRIC: Nappa Leather</p> <p>COLOUR: Brown</p>	
	TOTAL	

NB. PRIOR TO MANUFACTURING THE APPOINTED SERVICE PROVIDER WILL BE REQUESTED TO VISITS DISTRICTS OFFICES TO TAKE AN INDIVIDUAL TRAFFIC OFFICERS SIZE MEASUREMENTS

Travelling costs will be paid according to government tariffs for the use of motor transport.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

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

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

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

*Delete if not applicable

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature Date
..... Position Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub- contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
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<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

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

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

IN RESPECT OF BID NO.

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

.....
 NB

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasurv.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)