



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

Beacon Hill Office Park - Corner of Hargreaves Road and Hockley Close - Private Bag X0039 - Bisho - 5605 - REPUBLIC OF SOUTH AFRICA  
Tel: +27 (0)43 605 5322 - Email address: Veliswa.matha@ecdsd.gov.za

**SCMU4: 24/25 – 0005**

**APPOINTMENT OF SERVICE PROVIDER FOR PURCHASING OF UNIFORM AND PROTECTIVE CLOTHING FOR INHOUSE SECURITY OFFICERS DEPLOYED IN THE DEPARTMENT**

**Issued by:**

Province of the Eastern Cape  
Department of Social Development

**Contact Person:**

Mr J. van Vuuren  
Tel: 072 791 2454 (Technical Specification)

Ms N. James / V. Matha / Mr M. Vukubi  
Tel: 078 683 7883/064 608 2853/082 779 9347 (Document)

Private Bag X0039  
Bisho  
5605

Name of Company/Bidder: \_\_\_\_\_

CSD/Supplier Number: MAAA \_\_\_\_\_

Company/Bidder's Tel/Cell: \_\_\_\_\_

Company Email Address: \_\_\_\_\_

**COMPULSORY BRIEFING SESSION: BHISHO CHILD AND YOUTH CARE CENTRE BOARDROOM, BHISHO, ON 23 JULY 2024 AT 10H00**

**QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 12 AUGUST 2024 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE, BEATRICE STREET, KING WILLIAMS TOWN**

**Closing Date: 12 AUGUST 2024**

**Closing Time: 11H00**

SCMU4-24/25 – 0005

*Building a Caring Society. Together*

**NAME OF DEPARTMENT: SOCIAL DEVELOPMENT**

**BID NUMBER: SCMU4 -24/25- 0005**

**BID DESCRIPTION: Appointment of a service provider for purchasing of uniform and protective clothing for inhouse security officers deployed in the department.**

NO	Item Description	Checked by Bidder	Verified by Department	Signature of Verifier	Comments (if any)
1.	Copy of signed agreement in the case of a Joint Venture / Consortium clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 16.1				
2.	Completed and signed <b>SBD 4</b> .				
3.	Completed Annexure A, B and C.				
4.	Provide a minimum of three (3) references for previous similar work conducted with client satisfaction as per annexure B.				

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## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER: SCMU4-24/25-0005		CLOSING DATE: 12 AUGUST 2024		CLOSING TIME: 11H00	
DESCRIPTION: <b>APPOINTMENT OF A SERVICE PROVIDER FOR PURCHASING OF UNIFORM AND PROTECTIVE CLOTHING FOR INHOUSE SECURITY OFFICERS DEPLOYED IN THE DEPARTMENT.</b>					
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
<b>DEPARTMENT OF SOCIAL DEVELOPMENT</b>					
<b>ALBERTINA SISULU HOUSE</b>					
<b>7 BEATRICE STREET</b>					
<b>KING WILLIAMS TOWN, 5600</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	SOCIAL DEPARTMENT		CONTACT PERSON	Mr. J. Van Vuuren	
CONTACT PERSON	Mr. Vukubi / Ms. Matha / Ms. James		TELEPHONE NUMBER	072 791 2454	
TELEPHONE NUMBER	0827799347 / 0646082853 / 0786837883		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	Jacques.vanVuuren@ecdsd.gov.za	
E-MAIL ADDRESS	mpendulo.vukubi@ecdsd.gov.za / veliswa.matha@ecdsd.gov.za / noludwe.james@ecdsd.gov.za				

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## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number: SCMU4-24/25-0005
Closing Time 11:00	Closing date: 12 AUGUST 2024

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

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

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

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

\*Delete if not applicable

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## 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 interest<sup>1</sup> 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

<sup>1</sup> 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.

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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 consortium<sup>2</sup> 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

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

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 2022

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

1.7 A tenderer must submit, together with its tender, a copy of CIPC Registration

document. In the case of sole propriety, copy of the applicable legal registration documentation must be submitted.

- 1.8 The annexure detailing names of all directors and the percentage share in the enterprise must be completed and submitted together with this claim form.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies,

an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Percentage owned
Gender	6		
No Franchise	1		
Disability	3		
Youth	2		
Promotion of enterprises located in the Eastern Cape Province.	8		
<b>Total</b>	<b>20</b>		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety  
 Close corporation  
 Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non-Profit Company  
 State Owned Company  
 [TICK APPLICABLE BOX]

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

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

ANNEXURE TO SBD 6.1

No	Initial and Surname	ID No	Gender(F/M)	Race	Disability (Yes/No)	% Share
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
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19						
20						

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## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

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NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

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promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

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## Local Content Declaration - Summary Schedule

Tender No.	Tender description: Designated product(s)	Tender Authority:	Tendering Entity name:	Tender Exchange Rate:	Specified local content %
------------	--	-------------------	------------------------	-----------------------	---------------------------

**Tender Exchange Rate:**

Specified focal content %

Pula

**Rate:**

## Exch

Te

**Note: VAT to be excluded from all calculations**

[illegible]

**Signature of tenderer from Annex B**

Date:

(C20) Total tender value	(C21) Total Exempt imported content	(C22) Total Tender value net of exempt imported content	(C23) Total Exempt imported content	(C24) Average local content

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

**Note:** VAT to be excluded from all calculations

EU	R 9.00
----	--------

GBP	R 12.00
-----	---------

[illegible]

(D19) Total exempt imported value

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

[illegible]

(D32) Total imported value by tenderer

[illegible][illegible]

(D45) Total imported value by 3rd party

Summary	
Quantity imported	Total imported value
(D43)	(D44)

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

**Signature of tenderer from Annex B**

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

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

#### WITNESSES

1 .....

2. ....

DATE: .....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

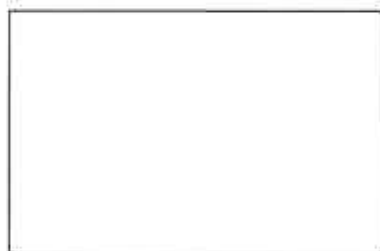
4. I confirm that I am duly authorised to sign this contract.

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES

1. ....

2. ....

DATE .....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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.



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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.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

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**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 Programme (NIP)** 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)



Province of the  
**EASTERN CAPE**  
SOCIAL DEVELOPMENT

Albertina Sisulu House – Beatrice Street, Qonce – Private Bag X0039 – Bhisho – 5605 – REPUBLIC OF SOUTH AFRICA  
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## **SPECIFICATION FOR PURCHASING OF UNIFORM AND PROTECTIVE CLOTHING FOR INHOUSE SECURITY OFFICERS DEPLOYED IN THE DEPARTMENT**

### **1. BACKGROUND**

- 1.1. The Department in addressing compliance matters relating various pieces of legislation and collective agreements the Department needs to embark on a process for the procurement of uniform and protective clothing for the in-house security contingent. Based on compliance with the Regulations relating to the Private Security Industry Regulations Act, 2001 the Department must procure uniform that is designated to the Department and is not resembling of any Government security forces viz South African Police Services, South African National Defense Force.
- 1.2. The Department of Social Development therefore calls for the measuring, supplying , branding, individual packaging and delivering of security uniform and related protective clothing from locally produced or locally manufactured textiles, clothing, leather and footwear from local raw material or input will be considered for the in-house security contingent.
- 1.3. Bidders are hereby invited for the supply and delivery of uniforms and protective clothing for approximately 83 staff members of the Department of Social Development who perform in-house security services on a firm price. The uniforms and protective clothing will be for men and women.

### **2. SCOPE OF WORK:**

- 2.1. The successful bidder will be expected to design, measure, supply , brand, package and deliver uniforms and protective clothing for approximately 83 staff members of the Department who perform in-house security services. The uniforms must be for men and women as specified and quantified on the pricing schedule, Annexure A. Description of the uniforms and protective clothing:

#### **2.1.1.OFFICE WEAR**

- 2.1.1.1. Shirt (short and long sleeves)
- 2.1.1.2. Blouses (shot and long sleeves)
- 2.1.1.3. Long pants
- 2.1.1.4. Skirts with lining
- 2.1.1.5. Socks
- 2.1.1.6. Stockings
- 2.1.1.7. Shoes (Parabellum type)
- 2.1.1.8. Jersey
- 2.1.1.9. Pullover

- 2.1.1.10. Web belt
- 2.1.1.11. Tie
- 2.1.1.12. Sun hat / peak cap
- 2.1.1.13. Epaulettes
- 2.1.1.14. Raincoat (Two piece)

#### 2.1.2. COMBAT WEAR

- 2.1.2.1. Combat shirts
- 2.1.2.2. Combat trouser
- 2.1.2.3. Windbreaker
- 2.1.2.4. Socks
- 2.1.2.5. Combat boots
- 2.1.2.6. Beanie
- 2.1.2.7. Gloves
- 2.1.2.8. Scarf

#### 2.2. QUANTITIES OF SPECIFIC ITEMS

- 2.2.1. If tenders are called for a specific number of items, the Department reserves the right to change the number of such items to be higher or lower. Should the Department call for an increase in quantities then only the firm price per item tendered will be considered. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Department if it is acceptable.

#### 2.3. COLOR SPECTRUM

##### Primary Colors:

Brown

CMYK: 32c \* 59m \* 96y \* 19k

RGB: 152r \* 101g \* 44b

PANTONE: 730

CMYK: 0c \* 12m \* 24y \* 9k

RGB: 233r \* 207g \* 179b

PANTONE: 726

##### Secondary Colors:

Dark Beige

CMYK: 0c \* 20m \* 44y \* 20k

RGB: 209r \* 173g \* 127b

PANTONE: 728

CMYK: 10c \* 27m \* 43y \* 4k

RGB: 218r \* 179g \* 142b

PANTONE: 727

Red Brown

CMYK: 0c \* 35m \* 100y \* 25k

RGB: 179r \* 138g \* 16b  
PANTONE: 1245

## **2.4. DELIVERY AND LOGISTICAL ARRANGEMENTS**

- 2.4.1. Personnel must be measured and fitted at the following sites on a date pre-arranged and mutually agreed upon between the Department and the successful bidder:
  - 2.4.1.1. Lulama Futchane Child and Youth Care Center, Burgersdorp
  - 2.4.1.2. Qumbu Child and Youth Care Center, Qumbu.
  - 2.4.1.3. John X Merriman Child and Youth Care Center, East London
- 2.4.2. The successful bidder must supply and deliver the products to the Department of Social Development within Sixty (60) days from the date of approving the design by the Department at the Provincial Office, in Qonce/Bhisho.
- 2.4.3. All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been affected.
- 2.4.4. Each staff member's uniform items must be individually packed in suitable plastic packaging that is clearly marked with his/her name.
- 2.4.5. Deliveries not complying with the product specifications and official order will be returned to the bidder at the bidder's expense.

## **2.5. SAMPLES**

- 2.5.1. Shortlisted bidders will be communicated to as to provide samples of identified selected items.
- 2.5.2. Samples must be presented as per the specified list of items as indicated under "minimum requirements" specified in annexure A. When presented, samples must be supplied and delivered at the offices of the Supply Chain Management Unit at the Department of Social Development, Albertina Sisulu House, 7 Beatrice Street, Office nr. G5, Qonce (KWT), within a period as mutually agreed upon.
- 2.5.3. Cognizance should be taken that failure to submit samples of items within a period as mutually agreed upon and/or samples that do not meet the minimum requirements, will lead to the disqualification of the bidder in respect of the specific item(s).
- 2.5.4. Samples of non-successful bidders can be collected after awarding of contract(s) to the successful bidder.

## **2.6. LOGO**



**SECURITY**

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- 2.6.1. It is required that the emblem/logo and title of the Department of Social Development should be embroidered onto the clothing as required. The design will be supplied electronically to the successful bidder in pdf or jpg format.

## **2.7. DESIGN / TECHNICAL PACK**

- 2.7.1. The successful bidder is required to submit designs of the uniform and provide computer assisted designs as part of the technical packs for consideration and approval by the Department.
- 2.7.2. The successful bidder is required to supply technical packs for each approved items to the Department in one (1) colored printed copy and one (1) soft copy on a memory stick.

## **3. COMPETENCIES AND EXPERTISE REQUIRED**

### **3.1. The Bidder must:**

- 3.1.1. Have concluded three (3) projects within the last three (3) years in designing and supplying of uniform and protective clothing. (Submit letters from references as proof clearly indicating number of sets of uniform provided and that service was rendered to the required standard and quantity and submit three **(3) verifiable and contactable references** detailing the scope of work performed.) (Complete Annexure B).
- 3.1.2. Use only locally produced goods, services or works or locally manufactured goods with 100% minimum threshold for local production content on Textiles, Clothing, Leather and Footwear from local raw material or input.

### **3.2. Subcontracting**

- 3.2.1. The Bidder shall not subcontract the whole of the contract.
- 3.2.2. Except where otherwise provided by the Contract, the Bidder shall not subcontract any part of the Contract without the prior written consent of the Department, which consent shall not be unreasonably withheld.
- 3.2.3. Any consent granted or appointment of a subcontractor shall not imply a contract between the Department and the subcontractor, or a responsibility or liability on the part of the Department to the subcontractor and shall not relieve the Bidder from any liability or obligation under the Contract and he/she shall be liable for the acts, defaults and neglects of any subcontractor, his/her agents or employees as fully as if they were the acts, defaults or neglects of the Bidder, his/her agents or employees.

### **3.3. Patent Rights**

- 3.3.1. 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 Department.
- 3.3.2. When designing uniform for the Department, the intellectual, copy and patent rights or ownership of such uniforms and documents will vest in the Department.

### **3.4. Insurance**

- 3.4.1. 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.

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#### **4. CONTRACT PERIOD**

- 4.1. The contract will be for a period of twelve (12) months or until 83 security officers received full uniforms, whichever is the earlier. The commencement date of the contract will be agreed upon with the successful bidder. The successful bidder will sign a Service Level Agreement with the Department.

#### **5. MANAGEMENT REPORTING REQUIREMENTS**

- 5.1. The successful bidder will be required to present technical packs to the Departments Deputy Director: Security Management for approval and sign off prior manufacturing of garments.

#### **6. WORK PLAN, ACTIVITIES, DATES AND DELIVERABLES**

- 6.1. The successful bidder will be required to submit a comprehensive and detailed project plan to indicate expected lead times for each item to indicate the process of completion and the expected delivery date within the required timeframe.

**NB. A bidder that does not include the pricing schedule as requested will be disqualified.**

#### **7. CONTRIBUTION BY THE DEPARTMENT**

- 7.1. The Department undertakes to make the following available to the successful bidder in order to facilitate service delivery in terms of the bid:
- 7.1.1. Avail participating officials to be issued with uniform and protective clothing on the dates agreed to for measuring at the respective sites.
  - 7.1.2. Provide the logo in jpeg format to the successful bidder.
  - 7.1.3. Provide a name list of all participating officials per site to the successful bidder.

#### **8. BRIEFING SESSION**

- 8.1 The Department will conduct a compulsory briefing session to enable all interested bidders to discuss the scope of work and services to be rendered to assist in the submission of a competitive bid. The compulsory briefing session date and time are indicated in the advertisement.

#### **9. DOCUMENTS TO BE SUBMITTED**

- 9.1 The following documents must be submitted together with the bid documents -
- 9.1.1 Provide a list of at least three (3) references for previous services of this nature rendered with client satisfaction as per Annexure B.
  - 9.1.2 Successful bidder will be required to submit the technical specification pack inclusive of computer assisted designs for each item within 30 days from award for approval by the Department.
- 9.2 Failure to submit these documents will result in disqualification or cancellation of contract.

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## **10. PRICING**

- 10.1 Bidders must submit quotations which include all the costs for the completion of the full service.
- 10.2 Prices must be inclusive of VAT. If not confirmed, the Department will assume that the price quoted is inclusive of VAT. The Department does not pay VAT to bidders that are not registered with SARS as VAT vendors. It is compulsory for bidders with taxable supplies exceeding R1,000,000.00 (excluding VAT) in a 12-month period to register for VAT.
- 10.3 Bidders must ensure that there are no errors in the prices quoted.
- 10.4 Prices must be valid and fixed for the full duration of the period.
- 10.5 The successful bidder will not be allowed to submit any claims for an increase to the amounts tendered or any additional payments.
- 10.6 For proper evaluation purposes it is obligatory that the prescribed pricing schedule must be completed in full and signed.
- 10.7 If any product will be provided at no charge, in such an instance the price should be indicated on the prescribed pricing schedule as R0.
- 10.8 Pricing schedules that have not been completed in full for a specific item will be regarded as non-responsive in respect of that specific item.
- 10.9 Prices for products must be market related, and no excessive prices will be accepted by the Department.
- 10.10 The prices quoted must include design, supply, delivery, all labour, transport, consumables, disbursements and all related costs of rendering the required services, without any hidden costs.
- 10.11 Prices quoted in the prescribed pricing schedules MUST BE UNIT PRICES.
- 10.12 Cognisance should be taken that the Department is under no obligation to order the estimated number of items as indicated in this request for tender.

## **11. PAYMENT**

- 11.1 No advance payments will be made for any reason whatsoever.
- 11.2 The successful bidder will bill the Department after services have been rendered.
- 11.3 Payment will be made within 30 days of submission of a properly completed invoice and a report detailing the services and items delivered. The successful bidder will have to provide proof of services rendered (e.g. signed delivery note by Deputy Director: Security Management).

## **12. PROTECTION OF PERSONAL INFORMATION**

- 12.1 In submitting any information or documentation requested above or any other information that may be requested pursuant to this bid, you are consenting to the processing by the Department or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, 2013 (Act No 4 of 2013) and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify the Department against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.
- 12.2 In obtaining personal information of Departmental officials through the requirements of the bid you consent that the information gathered will only be used for the purposes of providing the necessary costing relating to the bid and will obtain consent from each official providing data relating themselves. Protection of this data / information must comply to condition 7 of the Protection of Personal Information Act, 2013 and Regulations.

### 13. SPECIAL CONDITIONS:

- 13.1 Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submission of their quotations. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a contract to a bidder that is not registered on the CSD. Bidders must attach confirmation of Bank details.
- 13.2 Provide a minimum of three (3) reference for previous similar work conducted with client satisfaction as per annexure B.
- 13.3 Fully complete annexure A, B and C.
- 13.4 Successful bidder will be required to submit the technical specification pack inclusive of computed assisted design for each item within 30 days from award for approval by the Department.
- 13.5 The Bidder shall not subcontract the whole of the contract.

### 14. EVALUATION CRITERIA:

Evaluation criteria: The evaluation of the bids will be conducted as follows:

- **"Administrative compliance"**
  - Bidders that do not meet the Administrative compliance will not be eligible for further evaluation and will be deemed as non-responsive.
- **Evaluation in terms of 80/20 preference point system**
  - The evaluation will be performed on 80/20 principles as provided in Preference Procurement Policy Framework Act (PPPFA).
  - Price=80 points, Specific Goals=20 points.

#### 14.1 Pre-qualification criteria "Administrative compliance":

- 14.1.1 Copy of signed agreement in the case of a Joint Venture / Consortium clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 16.1;
- 14.1.2 Completed and signed SBD 4.
- 14.1.3 Completed Annexure A, B and C.
- 14.1.4 Provide a minimum of three (3) references for previous similar work conducted with client satisfaction as per annexure B.

**N.B: Failure to fully comply with the pre-qualification criteria to the satisfaction of the department may lead to the automatic disqualification of Request for Quotation (BID).**

#### 14.2 Evaluation as per PPPFA

***Bid proposals will be evaluated in accordance with the 80/20-preference point system, as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000). Bids will be evaluated on price and specific goals.***

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Matrix for evaluation	Number of points
PRICE	80
<b>Specific Goals</b>	
▪ Gender	6
▪ No franchise	1
▪ Disability	3
▪ Youth	2
• Promotion of enterprises located in the Eastern Cape Province.	8
<b>TOTAL POINTS FOR SPECIFIC GOALS</b>	<b>100</b>

#### NOTE:

- In order to obtain preference points for specific goals, bidders must complete SBD 6.1.
- Locality will be confirmed as follows:
  - a. The preferred address on CSD is the only address to be considered provided the address was updated on CSD on date prior to the invitation to bid was published.
  - b. If the preferred address on CSD was updated on a date after publication of the invitation to bid, then the address registered on CIPC will be used as the only address to consider for awarding of locality points.
  - c. A lease agreement where offices are leased together with evidence (Bank statement) that rental has been paid for at least 3 months prior to the invitation to bid was published.
  - d. Copy of water and lights account from the municipality (Municipal Account, not a councilor's letter) or Eskom statement. The proof of address must be in the name of the company.
  - e. In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 30% interests in the JV,
- In order to be awarded points for disability, a medical report confirming permanent disability must be submitted together with this bid.

#### 15. BID POLICIES, PROCEDURES, TERMS AND CONDITIONS

In addition to those stipulated in any other sections of the bid documents, bidders must be especially aware of the following terms and conditions:

- a) Quotations are valid for 120 days.
- b) Bidders must be registered in the Central Supplier Database (CSD). If not registered, bidders must ensure that they are registered before submission of their quotations. Supplier registration may be performed online at the National Treasury's website, [www.treasury.gov.za](http://www.treasury.gov.za). The Department will not award a contract to a bidder that is not registered on the CSD.
- c) Bidders must complete the preferential points claim forms in order to claim preference points.
- e) The Department reserves the right to verify the validity of the Tax Clearance Certificate before the signing of the contract and shall be entitled to cancel the contract in the event that the bidders Tax Affairs are not in order and/or the bidder not having made suitable arrangements with SARS to settle outstanding tax obligations.

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- f) The Department may, if necessary, negotiate a market related price.
- g) The Department reserves the right not to award a bid to a bidder that has failed to perform in a contract previously awarded to it by the Department.
- h) The Department reserves the right not to appoint a Bidder with two or more similar contracts running concurrently within the Department.
- i) This BID is subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other legislation or special conditions of contract.
- j) Bidders must submit, on a company letterhead, a resolution stating the official with authority to sign on behalf of the company

## 16. CONSORTIUM /JOINT VENTURE

It is recognized that bidders may wish to form consortia to provide the Services.

A bid, in response to this invitation to bid, by a consortium must comply with the following requirements:

- 16.1 Copy of agreement signed by all the members must be submitted. One of the members must be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members. The lead member must be the only authorized party to make legal statements, communicate with the Department and receive instructions for and on behalf of any and all the members of the Consortium.
- 16.2 All parties must be registered on CSD.

## 17. DISCLAIMER

- 17.1 Whilst all due care has been taken in connection with the preparation of this Bid, the Department makes no representations or warranties that the content in this Bid or any information communicated to or provided to bidders during the Bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 17.2 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the Bid or any other information provided by the Department (other than minor clerical matters), the bidder must promptly notify Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any)

  
MR M. MACHEMBA  
HEAD OF DEPARTMENT

01/07/2024  
DATE

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**ANNEXURE A – PRICING SCHEDULE  
FIRM PRICING**

ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>OFFICE WEAR</b>								
Full length Stockings	Light Beige	<ul style="list-style-type: none"> <li>• 100% Polyamide</li> <li>• Panty and toe sections: micromesh knitted structure.</li> <li>• Leg sections: micromesh knitted structure.</li> <li>• Gusset: cotton</li> <li>• Waistband: to include elastomeric yarns</li> </ul>				20 x 10 pairs each		
Socks short (calf length)	Dark Beige	<ul style="list-style-type: none"> <li>• 37% mohair, 37% wool, 25% nylon and 1% lycra.</li> <li>• Chemically treated to protect from odour</li> <li>• Natural fire composition allows the feet to breath</li> <li>• Superabsorbent mohair</li> <li>• One size fit all</li> </ul>				52 x 5 pairs each		
Parabellum Shoes or similar	Brown	<ul style="list-style-type: none"> <li>• Comply with SABS</li> <li>• Black lace up</li> <li>• Square box toe</li> <li>• Genuine leather uppers</li> <li>• Stitched through welted sole</li> <li>• Inner soles-soft comfort sock</li> <li>• Parabellum sole</li> </ul>				72 x 1 pair each (52 male & 20 female)		
Long sleeve shirt/blouse	Two tone: Light Beige Red Brown	<ul style="list-style-type: none"> <li>• Fabric: 65/35 polyester cotton poplin</li> <li>• Military style</li> <li>• 2 breast pockets</li> <li>• Fused stiff collar</li> <li>• Shoulder straps for epaulettes</li> <li>• Miltred flaps with mock button closure</li> <li>• Velcro tipped flaps</li> <li>• 4 holes buttons</li> <li>• Pen hole slit</li> </ul>				20 x 3 blouse each 52 x 3 shirt each		

ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
Short sleeve shirt/blouse	Two tone: Light Beige Red Brown	<ul style="list-style-type: none"> <li>Fabric: 65/35 polyester cotton poplin</li> <li>Glad neck collar</li> <li>2 breast pockets</li> <li>Shoulder straps for epaulettes</li> <li>Miltred flaps with mock button closure</li> <li>Velcro tipped flaps</li> <li>4 holes buttons</li> <li>Pen hole slit</li> </ul>	Departmental logo - left chest		Initials & Surname & SA Flag - right chest	20 x 3 blouse each 52 x 3 shirt each		
Skirts	Dark Beige Red Brown piping	<ul style="list-style-type: none"> <li>Fabric composition: 55/45 trevira/wool-plain weave, 270gm/m<sup>2</sup></li> <li>Plain waistband with 62mm belt loops</li> <li>Back zip closure with button</li> <li>Bottom of skirt blind stitched</li> <li>All stress points bartacked</li> <li>Fully lined</li> <li>Length = below knee</li> <li>One-piece front with 2 x darts</li> <li>Two-piece back with 1 x dart each</li> <li>Elasticized sections at side</li> </ul>				20 x 3 each		
Trouser formal	Dark Beige Red Brown piping	<ul style="list-style-type: none"> <li>Fabric composition: 55/45 trevira/wool-plain weave, 270gm/m<sup>2</sup></li> <li>Plain waistband with 62mm belt loops</li> <li>Zip fly</li> <li>Two slanted side pockets</li> <li>One jetted pocket with button-hole</li> <li>Bottom of trousers blind stitched</li> <li>All stress points bartacked</li> <li>Non-slip, rubberised insert in inside waistband</li> <li>high quality woven polyester/cotton pocketing</li> </ul>				52 x 3 each		



ITEM	COLOUR	QUALITY	EMBROIDER Y FRONT	EMBROIDER RY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
Cardigan / Jersey	Red Brown	<ul style="list-style-type: none"> <li>• 100% high bulk acrylic-10 guage</li> <li>• V-neck</li> <li>• Set-in long sleeves</li> <li>• Re-enforced elbow patches</li> <li>• Shoulder straps with button and button holes to accommodate epaulettes</li> <li>• Double layer blind stitch hem and cuffs</li> </ul>	Departmental logo - left chest		Initials & Surname & SA Flag - right chest	72 x 1 each		
Uniform Tie	Three tone Beige, Light Beige and Red Brown	<ul style="list-style-type: none"> <li>• 100% Polyster</li> <li>• Fully washable</li> <li>• Crease resistant</li> </ul>	Departmental logo			72 x 1 each		
Sun hat / peak cap	Three tone Light Beige & Beige & Red Brown	<ul style="list-style-type: none"> <li>• Material: acrylic</li> <li>• 6 panel structured</li> <li>• Pre-curved peak</li> <li>• 4 row stitched sweatband</li> <li>• Self-fabric velcro strap</li> </ul>	Departmental logo	Security		72 x 1 each		

### COMBAT / NIGHT SHIFT WEAR

Combat Shirt	Two tone: Brown and Red Brown	<ul style="list-style-type: none"> <li>• Fabric:65/35 polyster cotton poplin</li> <li>• Glad neck collar</li> <li>• Shoulder straps for epaulettes</li> <li>• Miltred flaps with mock button closure</li> <li>• Velcro tipped flaps</li> <li>• 4 holes buttons</li> <li>• Pen hole sit</li> </ul>	Departmental logo - left chest		Initials & Surname & SA Flag - right chest	72 x 3 each		
Combat Trouser	Red Brown	<ul style="list-style-type: none"> <li>• Fabric:65/35 cotton twil weave 210gm/m</li> <li>• Patch pocket on right front</li> <li>• 75mm belt loops</li> <li>• Two straight side pockets</li> <li>• One hip pocket with vecro closure</li> <li>• Self-material povketing and waistband</li> <li>• Permanent front and back seams</li> <li>• Draw cords at buttom of leg</li> </ul>	No			72 x 2 each		

ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
Jacket (Lumber)	Two tone Brown and Red Brown	<ul style="list-style-type: none"> <li>• Smart zip front jacket</li> <li>• Collar to take gorgets</li> <li>• Fleece body lining</li> <li>• Two top flaps with button Eyelets</li> <li>• Pen pocket under</li> <li>• Two way side weapon zips</li> <li>• Two way front zip</li> </ul>	Departmental logo - left chest	Security	Initials & Surname & SA Flag - right chest	83 x 1 each		
Socks	Brown	<ul style="list-style-type: none"> <li>• 70% wool 30% Nylon</li> <li>• Chemically treated to protect from odor</li> <li>• Half-hose with reinforced heel and tone</li> <li>• One size fit all</li> </ul>	No			72 x 5 pairs each		
Boots	Brown	<ul style="list-style-type: none"> <li>• Leather 1150 Denier nylon mesh upper with reinforced</li> <li>• lace eyelets</li> <li>• Carbon rubber outsole for durability</li> <li>• Moisture-wicking tairbrelle lining</li> <li>• Steel shank for stability</li> <li>• Heel stabilizer,channel stitched heel and toe</li> <li>• Eva midsole for comfort and shock absorption</li> </ul>	No			72 x 1 pair each		
Gloves	Brown	<ul style="list-style-type: none"> <li>• Genuine leather gloves</li> <li>• Sheep skin and microfibre mix lining</li> <li>• Adjustable strap</li> </ul>	No			72 x 1 pair each		
Scarf	Dark Beige	<ul style="list-style-type: none"> <li>• Fabric: wool</li> </ul>	No			72 x 1 each		
Beanie	Dark Beige	<ul style="list-style-type: none"> <li>• Fabric: wool</li> </ul>	Departmental logo			72 x 1 each		
<b>GENERAL</b>								
Web Belt	Brown	<ul style="list-style-type: none"> <li>• Nylon webbing</li> <li>• Plastic buckle with insert</li> <li>• Epoxy coated logo insert</li> </ul>	Epoxy logo insert			72 x 1 each		
Epaulette	Dark Beige	<ul style="list-style-type: none"> <li>• Fabric:Rubberized Epps 135mm-hard round inside capping</li> <li>• Rank structure:Plain Epauettes with 1 Stripe Epauettes with 2 Stripes Epauettes with 3 Stripes</li> </ul>	Yes			72 x 2 pairs each		

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ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
Rain Coat (Two piece)	Red Brown	<ul style="list-style-type: none"> <li>Waterproof</li> <li>Zippered-up with concealed hood</li> <li>Jacket with two side pockets</li> <li>Over trousers with elastic waist band</li> </ul>	Departmental logo - left chest	Security	Initials & Surname & SA Flag - right chest	72 x 1 each		
Reflective Jackets	Light Bage & Brown	<ul style="list-style-type: none"> <li>FABRIC: 100 % Polyester knitting, flexible mesh fabric</li> <li>SIZE: Universal</li> <li>Length: 27"</li> <li>Front Velcro closure</li> <li>Conspicuity Tape Color: White or PVC for night time vision</li> <li>The width of Conspicuity tape is 5 centimeters or 2 inches</li> <li>Stitch length: 8 pins per 3cms</li> <li>GSM: 70</li> <li>Gender: Unisex</li> </ul>	Departmental logo - left chest	Security	Initials & Surname & SA Flag - right chest	83 x 1 each		
<b>PROTECTIVE CLOTHING</b>								
Safety Boots	Black - Genuine leather	<ul style="list-style-type: none"> <li>Black</li> <li>Lightweight</li> <li>Genuine leather upper</li> <li>Anti-slip outsole</li> <li>Steel midsoles</li> <li>Internal steel toecap</li> <li>Lace-up</li> <li>Padded upper ankle</li> </ul>				11 x 1 pair each		
Cricket Hat	Two tone: Brown and Red Brown	<ul style="list-style-type: none"> <li>Heavy Brushed Cotton (100%)</li> <li>Metal Eyelets</li> <li>Cord With Side Toggle</li> </ul>	Departmental logo			9 x 1 each		
<b>SUB TOTAL 1</b>								R.....
Travelling for measurement and delivery								R.....
<b>SUB TOTAL 2</b>								R.....
<b>VAT at 15% (if Applicable)</b>								R.....

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ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
GRAND TOTAL								R.....

**NB: The Department does NOT pay VAT to bidders that are not registered with SARS as VAT Vendors.**

VAT NUMBER REGISTRATION (if applicable) .....

SUPPLIER NAME : .....

CONTACT PERSON : .....

SIGNATURE : .....

DATE : .....

**ANNEXURE B:**

**List of References: Minimum Three (3)**

Name	Location	Value	Start	End	Contact No.	Contact Person

**Bidder's name** \_\_\_\_\_

**Sign:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_