HEAD OFFICE – SUPPLY CHAIN MANAGEMENT
PHYSICAL ADDRESS – 7 Beatrice Street Albertina Sisulu Building Qonce 5606
POSTAL ADDRESS: Private Bag X0039 Bhisho 5606 | REPUBLIC OF SOUTH AFRICA
Tel: +27(0)43 605 5322 | Cell +27(0)64 608 2853 | Email Address: Veliswa.matha@ecdsd.gov.za | Website: www.ecdsd.gov.za

ADVERTISEMENT
RFQ - 26/27 – 0045

APPOINTMENT OF A 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

Private Bag X0039
Bisho
5605

Contact Person:
Mr. J. van Vuuren
Tel: 072 791 2454 (for specification related enquiries)

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

Name of Company/Bidder: _____

CSD/Supplier Number: MAAA_____

Company/Bidder's Tel/Cell: _____

Company Email Address: _____

VIRTUAL BRIEFING SESSION DETAILS

DATE: 13 NOVEMBER 2026
TIME: 12H00

Microsoft Teams Meeting link:
https://teams.microsoft.com/meet/3972419730043083?p=QUBe2PERBbTqfG5yeo
Meeting ID: 397 241 973 004 308 3
Passcode: kY2E9HU3

Need help? | System reference
Dial in by phone
+27 21 827 6273,,419032057# South Africa, Cape Town
Find a local number
Phone conference ID: 419 032 057#

QUOTATIONS MUST BE SUBMITTED BY 11H00 ON 23 NOVEMBER 2026 IN THE TENDER BOX AT: DEPARTMENT OF SOCIAL DEVELOPMENT OFFICES, SITUATED AT 7 ALBERTINAH SISULU HOUSE, BEATRICE STREET, KING WILLIAMS TOWN

Closing Date: 23 NOVEMBER 2026 **Closing Time: 11H00**

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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, 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 for 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. Service providers are hereby invited for the supply and delivery of uniforms and protective clothing for approximately 74 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 service provider will be expected to design, measure, supply, brand, package and deliver uniforms and protective clothing for approximately 74 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 as per technical data attached as per Annexure B

2.1.1. **OFFICE WEAR**

2.1.1.1. Web Belt 50mm
2.1.1.2. Thermal puffer coat (Thigh length)
2.1.1.3. Reflective Jackets

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 lower.

2.3. **COLOR SPECTRUM**

Primary Colors:
Brown
CMYK: 32c * 59m * 96y * 19k

RGB: 152r * 101g * 44b
PANTONE: 730

Light Beige
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

Beige
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 service provider:
  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 service provider 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 service provider at the service provider's expense.

2.5. SAMPLES

2.5.1. Shortlisted service providers will be communicated to so 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 submission of samples that do not meet the minimum requirements, will lead to the disqualification of the service provider in respect of the specific item(s).

2.5.4. Samples of non-successful service providers can be collected after awarding of contract(s) to the successful service provider.

2.6. **LOGO**

Province of the
EASTERN CAPE
SOCIAL DEVELOPMENT

SECURITY

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 service provider in pdf or jpg format.

3. COMPETENCIES AND EXPERTISE REQUIRED

3.1. The Service provider 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 contactable references** detailing the scope of work performed.) The reference letter must be the same as those indicated on Annexure C (Complete Annexure C).

3.2. Subcontracting

3.2.1. The Service provider shall not subcontract the whole of the contract.

3.2.2. Except where otherwise provided by the Contract, the Service provider 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 Service provider 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 Service provider, 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.

4. CONTRACT PERIOD

4.1. The contract will be for a period of twelve (12) months or until all items have been delivered whichever is the earlier. The commencement date of the contract will be agreed upon with the successful service provider. The successful service provider will sign a Service Level Agreement with the Department.

5. MANAGEMENT REPORTING REQUIREMENTS

5.1. The successful service provider 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 service provider 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 service provider 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 service provider in order to facilitate service delivery in terms of the RFQ:

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 service provider.

7.1.3. Provide a name list of all participating officials per site to the successful service provider.

8. BIEFING SESSION

8.1 The Department will conduct a virtual briefing session to assist all interested service providers to assist submit competitive RFQs. The 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 RFQ documents -

9.1.1 Provide a list of at least three (3) references for previous services of this nature rendered with client satisfaction. Reference letters must be of the same projects as those indicated in Annexure C.

9.2 Failure to submit these documents will result in disqualification or cancellation of contract.

10. PRICING

10.1 Service providers 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 service providers that are not registered with SARS as VAT vendors. Bidders must take note of the prescribed threshold for compulsory registration for VAT. The department will not be liable for VAT payment which was not included in the original quotation.

10.3 Service providers 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 service provider 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 The successful service provider will bill the Department after these services have been rendered.

11.2 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 service provider 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 RFQ, 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 RFQ you consent that the information gathered will only be used for the purposes of providing the necessary cost relating to the RFQ 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 Service providers must be registered in the Central Supplier Database (CSD). If not registered, service providers 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. The Department will not award a contract to a service provider that is not registered on the CSD. Service providers must attach confirmation of Bank details.

13.2 Provide a minimum of three (3) references for previous similar work conducted with client satisfaction. Reference letters must be of the same projects as those indicated in Annexure C.

13.3 Fully complete annexure A and C.

13.4 The Service provider shall not subcontract the whole of the contract.

Mr. T K Toyiya
Chief Director: Corporate Services

14. EVALUATION CRITERIA:

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

- **"Administrative compliance"**
  - Service providers that do not meet the Administrative compliance will not be eligible for further evaluation and will be deemed as non-responsive.
- **Sample evaluation**
  - This applies only to the shortlisted service providers. Shortlisted service providers that fail to comply with requirements in 14.2 below will be eliminated.
- **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 In case of a Joint Venture/Consortium:

14.1.1.1 Copy of signed agreement clearly indicating roles and responsibilities in accordance with conditions stipulated in paragraph 16.1 must be attached;

14.1.1.2 Proof of CSD registration of the Joint Venture / Consortium as a single entity must be attached;

14.1.2 Completed and signed SBD 4.

14.1.3 Completed Annexure A and C.

14.1.4 Provide a minimum of three (3) references for previous similar work conducted with client satisfaction. (Submit reference letters which must be of the same projects as those indicated in Annexure C.)

14.2 Sample evaluation

14.2.1 Shortlisted service providers will be communicated to as to provide samples of identified selected items as per the specified list of items as indicated under "minimum requirements" specified in annexure A. When requested, 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), on or before the date indicated on the request.

14.2.2 Included in the submitted samples must be a detailed fabric composition table for each item.

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 (RFQ).

14.3 **Evaluation as per PPPFA**

RFQ 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). RFQs will be evaluated on price and specific goals.

Matrix for evaluation	Number of points
PRICE	80
Specific Goals	
▪ Gender (Women ownership)	6
▪ No franchise (Black ownership)	1
▪ Disability	3
▪ Youth	2
• Locality (Eastern Cape Province)	8
TOTAL POINTS FOR SPECIFIC GOALS	**100**

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 is not a local address, was updated on a date after publication of the invitation to bid or there is no preferred address at all, then the physical address registered on CIPC will used as the only address to consider for awarding of locality points;*
  - *c. In case of a joint venture, the preferred address on CSD will be considered provided the JV partner has more than 50% interests in the JV.*

- *In order to be awarded points for disability, a document confirming permanent disability from a registered medical doctor must be submitted together with this bid.*
- *In order to be awarded points for no franchise (black ownership), the bidder must have had no franchise prior to the introduction of the 1983 and 1993 Constitutions.*

15. RFQ POLICIES, PROCEDURES, TERMS AND CONDITIONS

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

a) Quotations are valid for 60 days.

b) Service providers must be registered in the Central Supplier Database (CSD). If not registered, service providers 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. The Department will not award a contract to a service provider that is not registered on the CSD.

c) Service providers 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 service providers Tax Affairs not being in order and or the service provider not having made suitable arrangements with SARS to settle outstanding tax obligations.

f) The Department may, if necessary, negotiate a market related price.

g) The Department reserves the right not to award an RFQ to a service provider that has failed to perform in a contract previously awarded to it by the Department.

h) This RFQ 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.

i) Service providers 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 service providers may wish to form consortia to provide the Services.
in response to this invitation to RFQ, 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 RFQ, the Department makes no representations or warranties that the content in this RFQ or any information communicated to or provided to service providers during the procurement 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 service provider finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFQ or any other information provided by the Department (other than minor clerical matters), the service provider 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. VUKUBI
ACTING DIRECTOR: SUPPLY CHAIN MANAGEMENT

03/11/2026
DATE

ANNEXURE A – PRICING SCHEDULE
FIRM PRICING

ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
OFFICE WEAR								
Unisex Thermal Puffer Coat	To be agreed with appointed Service Provider	• Technical Specification as per Annexure B	Departmental logo – left chest	SECURITY - center	No	75		
Web Belt (50mm)	Brown	• Technical Specification as per Annexure B	Epoxy logo insert	No	No	64		
Reflective Jackets	Two Tone	• Technical Specification as per Annexure B	Departmental logo - left chest	SECURITY - center	Initials & Surname & SA Flag - right chest	11		
SUB TOTAL 1								R……..
Design and provision of technical specification pack inclusive of computer assisted designs								R …….
Travelling for measurement and delivery								R……..

ITEM	COLOUR	QUALITY	EMBROIDERY FRONT	EMBROIDERY BACK	NAME TAG	QUANTITY	UNIT PRICE	TOTAL PRICE
SUB TOTAL 2								R.....
VAT at 15% (if Applicable)								R.....
GRAND TOTAL								R.....

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

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

SUPPLIER NAME : _____

CONTACT PERSON : _____

SIGNATURE : _____

DATE : _____

ANNEXURE C:

List of References: Minimum Three (3)

Name	Description of service rendered	Value	Start	End	Contact No.	Contact Person

Service provider's name_____

Sign: _____

Date: _____

Designation: _____

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: RFQ-26/27-0045
Closing Time 11:00	Closing date: 23 NOVEMBER 2026

OFFER TO BE VALID FOR **60** DAYS FROM THE CLOSING DATE OF BID.

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.3.1 If so, furnish particulars:

.....
.....
.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

1.1 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
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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)
Gender (Women ownership)	6	
No Franchise (Black ownership)	1	
Disability	3	
Locality (Eastern Cape Province)	2	
Youth	8	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the 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;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - 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 services 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 - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....