

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT

BID NUMBER: PWRT/1196/22/MP

SUPPLY AND DELIVERY OF UNIFORMS FOR TRANSPORT INSPECTORS FOR THE DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS

ISSUED BY:

Department of Public Works, Roads & Transport
Private Bag X11310
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT					
BID NUMBER:	PWRT/1196/22/MP	CLOSING DATE: 16 NOVEMBER 2022	CLOSING TIME:	12H00	
DESCRIPTION	SUPPLY AND DELIVERY OF UNIFORMS FOR TRANSPORT INSPECTORS FOR THE DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. MG Tsotetsi		CONTACT PERSON	Ms. N Skhosana	
TELEPHONE NUMBER	013 766 8957		TELEPHONE NUMBER	013 766 8951	
CELL. NUMBER			CELL. NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

SUPPLY AND DELIVERY OF UNIFORMS FOR TRANSPORT INSPECTORS FOR THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE YEARS (TRAFFIC UNIFORM).

I. BACKGROUND

Mpumalanga Provincial Transport Inspectors are responsible for making the roads of the province safe for all road users. The Department is required to supply protective clothing for Transport Inspectors in its employment for the execution of their duties. This uniform will be worn at all times during the execution of their duties as Transport Inspectors within and outside the Jurisdiction of the province.

II. MOTIVATION

The Mpumalanga Provincial Department of Public Works, Roads and Transport intend to invite tenders for the procurement and supply of uniform for Transport Inspectorate Unit for a period of three (03) years.

1. Shirts long-sleeve

Fabric	65% Polyester/35% Cotton
Colour	Biscuit
Style	Formal fused collar 2 Top pockets with box pleats Mitered flaps with mock button closure Front button stand Pleated back Pen hole slit in left pocket Adjustable two button cuff
Sizes	XS –5XL

2. Shirts short sleeve

Fabric	65% Polyester/35% Cotton
Colour	Biscuit
Style	Military style glad neck collar Shoulder straps for epaulettes 2 Breast pockets Velcro tipped flaps 4 Hole buttons Pen hole slit Generous cut
Sizes	XS –5XL

3 Formal Male trousers

Fabric	55% Trivia/45% Wool, According to SANS 985 type 33
Colour	Traffic bronze CKS 129/538 C
Style	<ul style="list-style-type: none">-Plain waistband with 80mm belt loops-Waist sizes-Zip fly-Two slanted side pockets-One jetted hip pocket-One fob pocket-Bottom of trousers is hemmed-Seat and side seams are chain stitched-All stress points bartacked-Non-slip, rubberized insert in waistband-High quality woven polyester/cotton pocketing
Sizes	26 – 60

6. Ladies Slacks

Fabric	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	<ul style="list-style-type: none">-Flat front, zip fly-Side pockets-Semi elasticated waistband-5 x 80mm belt loops
Sizes	26-60

I. Ladies Skirts

Fabric	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	<ul style="list-style-type: none">-Three panel style with rear slit-5 x 80mm belt loops-Partial elasticated waist band-Fastened by means of a zip and button-Fully lined-Lining to be 100% Polyester
Sizes	26 – 60

6. Jacket Summit

Fabric	Breathable waterproof K-tech
Colour	Traffic Bronze
Style	<p>Zip out fleece liner for use in cold or warm conditions</p> <p>Double flap over front zip to keep water out</p> <p>Synovial sleeve allows full freedom of movement</p> <p>Two way side zips for access to accessories on belt and additional ventilation.</p> <p>All seams sealed with hot melt tape to ensure a totally waterproof garment</p> <p>Optional flip-out reflective badge panels front and back</p> <p>Reflective piping around chest</p> <p>Waistband with adjustable side tabs</p> <p>Front pockets with hand warmer compartment</p> <p>Fold over flap and drain hole to keep water out of pockets</p>
Sizes	26 – 60

7. Caps Military style (Formal cap) - Director

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	<p>-Officers cap with high crown rolled construction</p> <p>-Laminated fabric on foam.</p> <p>-Fully lined with polyester lining.</p> <p>-Leatherette sweatband and velvet comfort strip</p> <p>-Ventilation eyelets in bevel</p> <p>-11 leaf lurex embroidery with royal blue band and buttons</p>
Sizes	50 – 62

8. Caps Military style(Formal cap) – Deputy Director

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	<p>-Officers cap with high crown rolled construction</p> <p>-Laminated fabric on foam.</p> <p>-Fully lined with polyester lining.</p> <p>-Leatherette sweatband and velvet comfort strip</p> <p>-Ventilation eyelets in bevel</p> <p>-9 leaf lurex embroidery with royal blue band and buttons</p>
Sizes	50-62

9. Caps Military style(Formal cap) – Control Provincial Inspector

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	<p>-Officers cap with high crown rolled construction</p> <p>-Laminated fabric on foam.</p>

	-Fully lined with polyester lining. -Leatherette sweatband and velvet comfort strip -Ventilation eyelets in bevel -7 leaf lurex embroidery with royal blue band and buttons
Sizes	50-62

10. Caps Military style (Formal cap)– Chief Provincial Inspector

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	-Officers cap with high crown rolled construction -Laminated fabric on foam. -Fully lined with polyester lining. -Leatherette sweatband and velvet comfort strip -Ventilation eyelets in bevel -5 leaf lurex embroidery with royal blue band and buttons
Sizes	50-62

11. Caps Military style (Formal cap) – Principal Provincial Inspector

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	-Officers cap with high crown rolled construction -Laminated fabric on foam. -Fully lined with polyester lining. -Leatherette sweatband and velvet comfort strip -Ventilation eyelets in bevel -3 leaf lurex embroidery with royal blue band and buttons
Sizes	50 – 62

12. Caps Military Style (Formal cap)– Senior Provincial Inspector

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	-Officers cap with high crown rolled construction -Laminated fabric on foam. -Fully lined with polyester lining. -Leatherette sweatband and velvet comfort strip -Ventilation eyelets in bevel -Bronze oak leaf band plain
Sizes	50 – 62

13. Caps Military Style (Formal cap)– Provincial Inspector

Fabric	55% Trevira/45% Wool
Colour	Bronze
Style	-Officers cap with high crown rolled construction -Laminated fabric on foam. -Fully lined with polyester lining. -Leatherette sweatband and velvet comfort strip -Ventilation eyelets in bevel -Bronze oak leaf band plain
Sizes	50 – 62

14. Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band -MEC/HOD/Chief Director/Director – 11 laurel leaf in lurex embroidered
Sizes	50 – 62

15. Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band -Deputy Director – 9 laurel leafs in lurex embroidered
Sizes	50-62

16.Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band -Control Provincial Inspectors – 7 laurel leafs in lurex embroidered
Sizes	50-62

17. Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band -Chief Provincial Inspectors – 5 laurel leafs in lurex embroidered
Sizes	50 – 62

18. Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band -Principal Provincial Inspectors – 3 laurel leafs in lurex embroidered
Sizes	50 – 62

19. Ladies Felt Hat (embroidered badge and leafs)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Oak leaf band -Senior Provincial Inspectors with blue band,
Sizes	50 – 62

20. Ladies Felt Hat (embroidered badge)

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Oak leaf band - Provincial. Inspectors. No blue band
Sizes	50 – 62

21. Field Trousers

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Patch pocket on left leg with velcro flap -Patch pocket on left leg with velcro flap -Fob pockets -75mm belt loops -Two straight side pockets -One hip pocket with velcro closure -Self material pocketing and waistband -Permanent front and back seams -Draw cords at bottom of leg
Sizes	26 – 60

22.Tie

Fabric	100% Polyester
Colour	Royal Blue
Style	Fully washable, crease resistant

23.Bow Tie

Fabric	100% Polyester
Colour	Royal Blue
Style	Fully washable, crease resistant

24. Cravat (woman tie)

Fabric	100% Polyester
Colour	Royal Blue
Style	Fully washable, crease resistant

25. Parabellum Shoe – Male

Fabric	Genuine leather uppers
Colour	Brown
Style	<ul style="list-style-type: none"> -Complies with SANS specification -Lace up, square box toe -Stitched through welted sole -Inner soles, soft comfort sock -Parabellum sole
Sizes	3– 14

26. Parabellum Shoe – Female

Fabric	Genuine Leather Uppers
Colour	Brown
Style	-Complies with SANS specification -Black/ Brown - lace up -Square box toe -Stitched through welted sole -Parabellum sole
Sizes	3 – 14

27. Court Shoe – Female

Fabric	Genuine leather uppers
Colour	Brown
Style	Court heel to wear with skirt
Sizes	3 – 14

28. Belt

Fabric	Leather
Colour	Brown
Style	-Plain silver buckle -35mm wide
Sizes	26 – 60

29. Stepout Tunic(Male formal jacket)

Fabric	Composition 55% Polyester / 45% Wool
Colour	Traffic Bronze
Style	-The tunic should be a military style with four pockets with flaps and belt. -The garment shall have two mitred edge top pockets with flaps secured with press studs. -It shall have two bottom bellows pockets with rectangular flaps. -It will also have an inside pocket and pen pocket. -It shall have pointed cuffs with two eyelets to accommodate buttons. -The garment shall be fully lined with fused fronts, shoulder pads, a centre vent and shoulder straps. -It shall have eyelets to accommodate metal shank buttons. -It shall have a self-material belt with a brass coloured buckle and the tunic shall have brass coloured side hook
Sizes	XS-5XL

30. Stepout Tunic (Female formal Jacket)

Fabric	55/45 Trevira / Wool
Colour	Traffic Bronze
Style	Long sleeved, single breasted four button front with stitched eyelets to accommodate crested buttons. Triangular mock pocket flap on each front in the bust dart with stitched eyelets. Rounded shoulder straps. Centre back seam with single vent. Pointed military style cuffs with two stitched eyelets.
Sizes	XS – 5XL

31. Socks (Light duty)

Fabric	Mohair blend
Colour	Bronze
Style	-Super absorbent -Natural fibre composition allows feet to breathe -Chemically treated to protect from odour creating bacteria
Sizes	S – XXL

32. Combat Shirts

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Combat style -Gladneck collar -Shoulder straps for epaulettes -2 Breast pockets -Button closure on pockets -4 Hole buttons -Pen hole slit -Generous cut
Sizes	XS –5XL

33. Ladies Combat Skirt

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Patch pocket on both leg with Velcro flap -Fob pockets -75mm belt loops -Two straight side pockets -One hip pocket with velcro closure -Self material pocketing and waistband -Permanent front and back seams
Sizes	26-60

34. Combat Trousers

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Patch pocket on left leg with velcro flap -Patch pocket on left leg with velcro flap -Fob pockets -75mm belt loops -Two straight side pockets -One hip pocket with velcro closure -Self material pocketing and waistband -Permanent front and back seams -Draw cords at bottom of leg
Sizes	26 – 60

35. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge -Director - 11 leaf lurex embroidery
Sizes	One size

36. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge -Deputy Director - 9 leaf lurex embroidery
Sizes	One size

37. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge -Control Provincial inspector - 7 leaf lurex embroidery
Sizes	One size

38. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge -Chief Provincial inspector - 5 leaf lurex embroidery
Sizes	One size

39. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge -Principal Provincial inspector - 3 leaf lurex embroidery
Sizes	One size

40. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge. Senior. Prov. Inspector
Sizes	One size

41. Combat Cap (embroidered badge)

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Swat combat cap unlined -Sweat band, 5 panels -Front panel support -Velcro strap at back -Moulded Mpumalanga crested badge. Provincial Transport Inspector.
Sizes	One size

42. Jersey (embroided star)

Fabric	100% High Bulk Acrylic 10 gauge
Colour	Biscuit
Style	<ul style="list-style-type: none"> -V-Neck -Set in style long / short sleeves -Re-enforced elbow patches -Shoulder straps with button and button holes -Hems and cuffs blind stitched -embroidered Traffic Star
Sizes	XS – 5XL

43. Jersey sleeveless (embroided star)

Fabric	100% High Bulk Acrylic 10 gauge
Colour	Biscuit
Style	<ul style="list-style-type: none"> -V-Neck -Set in style sleeveless -Shoulder straps with button and button holes - Embroidered Star
Sizes	XS – 5XL

44. Rainsuit Wetton 2 Piece

Fabric	K-tech Oxford
Colour	Bronze
Style	<ul style="list-style-type: none"> -Jacket - Breathable, hydrophilic polyurethane coating -Zip front with flap closure secured by press studs -Hood with draw cord and peak -Adjustable velcro cuffs -Patch pockets with double fold-over flap to keep water out -Reflective, high-visibility strap to adjust the length of the hood -Heavy duty moulded front zip with non-corrosive slider -Trousers - Top quality non-corrosive press studs -Seams are sealed with hot melt seam tape to prevent leaking Breathable, hydrophilic polyurethane coating -Elasticated waistband with draw cord

	<ul style="list-style-type: none"> -Leg construction allows trousers to be pulled on over most footwear -Seams are sealed with hot melt tape to prevent leaking
Sizes	XS – 5XL

45. Parka Jacket

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	<ul style="list-style-type: none"> -Light weight and warm insulation -Synovial® sleeves allow for extra movement -Insulated detachable hood -Concealed waist draw cord for additional warmth - Flap over zip to keep out cold - Front patch bellows pockets with hand warmer compartment - Large inside pocket for detachable hood
Sizes	XS – 5XL

46. Warm Jacket

Fabric	Breathable waterproof K-tech
Colour	Bronze/Lime Dayglo
Style	<ul style="list-style-type: none"> -Warm, waterproof jacket with reflective strips around chest -Light weight and warm insulation -Lined Articulated hood moves with the head for improved safety -Large inside pocket accommodates detachable hood -Dayglo yellow shoulder panels for day-time visibility -Side reflective arrows for night time visibility -Double storm flaps over front zip to keep water out -Seams sealed with hot melt tape to keep water out -Front bellows patch pockets press stud flaps -Fleece lined collar and cuffs for comfort and adjusting required -Transport Inspectorate badge
Sizes	XS – 5XL

47. Beanie

Fabric	100% High Bulk Acrylic 10 gauge
Colour	Biscuit
Style	Knitted beanie with turn-up. Mpumalanga Provincial Traffic badge embroidered on front. V-Neck
Sizes	S-XL

48. Socks (Heavy duty)

Fabric	Wool Blend
Colour	Bronze
Style	<ul style="list-style-type: none"> -Bioguard treated – prevents growth of odour forming bacteria -Half-hose with reinforced heel and toe -Standard size, foot stretchable
Sizes	S – 2XL

49. Combat Boots

Fabric	Leather 1150 Denier nylon mesh upper
Colour	Brown
Style	-Reinforced lace eyelets. -Moisture – wicking taibrelle lining -Eva midsole for comfort & shock absorption -Steel shank for stability -Heel stabilizer, channel stitched heel and toe -Carbon rubber outsole for durability - All material used in this product should be SANS approved
Description	This is an 8 eyelet security Boot with an injected P.U. sole with a high degree of comfort, flexibility and durability. SABS approved 180cm nylon laces.
Upper	Combine leather and canvas upper for comfort and look, using full grain bovine leather with a substance of 2,2mm and 100% polyester woven fabric with a weight of 420grams per square meter.
Collar	The padded collar is from a 1, 2 mm genuine leather split.
Linings	Cambrelle breathable non-woven material laminated to foam for added comfort. The vamp lining is from polyester non-woven for strength and comfort.
Sole	Direct injected single density polyester
Sizes	3-14

50. Web Belt (Combat)

Fabric	Web
Colour	Brown
Style	Double leather border patrol belt 50mm width
Sizes	26 – 60

51. Half sleeves vest (embroided badge)

Material	100% Cotton knit
Colour	Khaki
Style	Sleeveless
Sizes	XS – 5XL

52. Golf T-shirts (embroidered badge)

Material	100% Cotton knit
Colour	Bronze
Style	Sleeveless
Sizes	XS – 5XL

53. Hiking Cap (embroidered badge)

Material	100% Cotton knit
Colour	Bronze
Style	Hiking
Sizes	S – 4XL

54. Epaulettes Metalette

• Epaulettes metalette 8 wreaths with crested buttons- MEC
• Epaulettes metalette 7 wreaths with crested buttons- HOD/Chief Director
• Epaulettes metalette 6 wreaths with crested buttons- Director
• Epaulettes metalette 5 Wreaths with crested buttons- Deputy Director
• Epaulettes metalette 4 Wreaths with crested buttons- Control Provincial Transport Inspector
• Epaulettes metalette 3 Wreaths with crested buttons- Chief Provincial Transport Inspector
• Epaulettes metalette 2 Wreaths, 1 bar and crested buttons- Principal Provincial Transport Inspector
• Epaulettes metalette 1 Wreath, 1 bar and crested buttons- Senior Transport Inspector
• Epaulettes metalette-Provincial Transport Inspector

55. Gorgettes

• 8 Wreaths and crested button
• 7 Wreaths and crested button
• 6 Wreaths and crested button
• 5 Wreaths and crested button
• 4 Wreaths and crested button
• 3 Wreaths and crested button
• 2 Wreaths and crested button

56. Ladies Handbag

Colour	Brown
Style	Compartment style

57. Holster

Fabric	Leather
Colour	Brown
Style	Shado

58. Men's Melton overcoat

Fabric	Wool blend melton
Colour	Camel
Style	Long sleeved, single breasted, button front with two side welt pockets. Button tab on cuff.
Sizes	XS – 5XL

59. Brown leather gloves

Material	Leather
Colour	Brown
Style	Brown leather gloves fully lined with press stud closure.
Sizes	XS – 2XL

60. White cotton gloves

Material	100% Cotton knit
Colour	White
Style	White unlined 100% cotton gloves.
Sizes	XS – 2XL

61. Neck gaiter mask(embroidered stars)

Material	100% Polyester
Colour	Neon blue, gold and yellow
Style	100% Polyester lining
Sizes	One size

62. Leather jacket for bikers

Material	100% leather
Colour	Traffic bronze
Style	Hip length Jacket Lining 100% Poly-cotton traffic bronze
Sizes	S –5XL

63. ID Chest Badge Shield(Name Tag and star badge)

Material	100%Polyester
Colour	Neon blue with gold writings on star
Style	Mpumalanga ID shield with Transport Inspectorate Name Tag and Star with steel clips.

64. Reflective Vest

Material	100%
Colour	Lime, blue with silver writings and orange at the back lower part.
Style	Reflective vest with Mpumalanga Transport Inspectorate Star Badge. Lime, polyester mesh, 50mm reflective tape around chest and over shoulders
Size	Sizes: S – 5XL

65. Bullet proof vest ballistic category level 3

Material	100% Cardura
Colour	Military brown, with lime writings.
Style	Bullet Proof vest with Mpumalanga Transport Inspectorate
Size	Sizes: S –5XL

66. Jumpsuits

Material	100% Cotton
Colour	Khaki with blue around shoulders and yellow colour around the zips on the chest.
Style	Jumpsuit with 50mm reflective tape around arms and legs
Size	Sizes: XS –5XL

67. Shoulder flashes

Fabric	Wool
Colour	Neon blue with gold writings
Style	Shoulder flashes

68. Gratitude medals and long service medals

Colour	Bronze medal, silver medal, gold medal, platinum medals
Style	10 years' service, 20 years service, 30 years service (with a specific message from the Department).

NB:**69. BUTTONS – CRESTED**

15mm diameter cuff button 1,2mm thick - struck from die

Domed to 4mm high and fitted with a button shank and button ring

70. MPUMALANGA Coat of Arms embossed on front of button

Material – brass, gold plated.

23mm diameter coat button 1,2mm thick - struck from die

Domed to 6mm high and fitted with a button shank and button ring

71. MPUMALANGA Coat of Arms embossed on front of button

Material – brass, gold plated

N.B. This tender calls for the supply of uniform to Mpumalanga Department of Public Works, Roads & Transport over a three (3) years period. The Department provides law enforcement officers employed in the department with a set of new uniforms on annual basis. This is commonly known as annual uniform issue.

The successful tenderer will supply a full quarter mastering service and will be responsible for supply, packaging and delivery of the annual uniform issue to each individual law enforcing officer to his/her station.

The quarter mastering service will be awarded to one Bidder who complies with the requirements of this tender in terms of the annual uniform issue and in respect of the items referred to in schedule 1. The successful tenderer shall supply annual uniforms by not later than 31 August each year. The supplier should also make provision to supply these uniforms to any additional officers who may be appointed during the period of this contract.

The following items of uniforms are issued on an annual basis and will form part of the package to be provided by the tenderer in terms of the quarter mastering service.

Schedule 1- ANNUAL UNIFORM ISSUE (QUARTER MASTERING SERVICES MALE)	
Item	Scale of issue
Caps	2
Formal caps*	1
Trousers male	4

Shoes or green cross	2 pairs
Parabellum shoes (green cross)	2 pairs
Shirts – short sleeves heavy weight	3 pairs
Shirts-long sleeve heavy weight	3 pairs
Half sleeves vest	2
Socks winter	3 pairs
Socks light weight	3 pairs
Tie	1
Parka Jacket**	1
Rain suit 2 piece**	1
Jersey **	1
Jersey short sleeve**	1
Combat cap	2
Combat shirt	4
Combat boots	2 pairs
Combat trouser	4
Tunic *	1
Coat *	1
Leather belt **	1
Web belt**	1
Epaulettes metalette*	4
Georgettes*	4
Shoulder flashes**	4
Name tag & Star**	2
Beanie	2
Jumpsuite	1
Golf T-shirt	4
Hiking Caps	2
Gratitude and long service medals**	1
Leather gloves*	2
White cotton gloves*	2
Reflective jacket**	1
Bullet Proof vest (Ballistic category Level 3)*	1
✓ * replaced 4 th yearly ✓ ** replaced 2 nd yearly	

Schedule 1- ANNUAL UNIFORM ISSUE (QUARTER MASTERING SERVICES FEMALE)	
ITEM	SCALE OF ISSUE
Ladies slacks	4
Shoes or green cross	2 pairs
Shirts – short sleeves heavy weight	3 pairs
Shirts-long sleeve heavy weight	3 pairs
Parka Jacket**	1

Jersey embroidered badge**	1
Jersey short sleeve	1
Combat cap embroidered badge	2
Combat shirt	4
Combat trouser	4
Combat skirt	4
Combat boots	2 pairs
Socks winter	3 pairs
Socks light weight	3 pairs
Ladies hat embroidered badge*	2
Rain suit 2 piece**	1 **
Ladies lined skirts	4
Parabellum shoes (green cross)	2 pairs
Ladies court shoes (green cross)	2 pairs
Bow tie	1
Cravat (woman tie)	1
Coat *	1
Tunic (ladies formal jacket)*	1
Leather belt **	1
Web belt**	1
Epaulettes metalette*	4
Georgettes*	4
Shoulder flashes**	2
Name tag & Star badge**	2
Beanie	2
Golf T-shirt	4
Hiking Caps	2
Gratitude and long service medals**	1
Leather gloves**	2
White cotton gloves	2
Hand bag*	1
Reflective jacket**	1
Leather Jacket*	1
Bullet Proof vest (Ballistic category Level 3)*	1
Jumpsuits	1
N.B. ✓ * Replaced 4 th yearly ✓ ** Replaced 2 nd yearly	

III. **PRICING PROPOSAL:**

- Bids must be submitted in South African Rand, on a linked on fixed price basis, including VAT, delivery and off-loading charges at the Head Office, Nkangala District Office, Gert Sibande District Office, Bohlabela District Office and Ehlanzeni District Office
- The Department is not bound to accept any of the proposals submitted and reserve the right to call for Best and Final Offers from short-listed bidders before final selection.
- The Department reserves the right to call interviews/Presentation with short-listed Bidder before final selection.
- Bidder must provide a detailed pricing schedule indicating unit price per rand not as percentage, failure to comply with the above will result in disqualification.
- The Department reserves the right to negotiate price with preferred bidder/s.
- The lowest or any bid will not necessary be accepted and the Department reserves the right to accept the whole or part of the bid
- The Department reserves a right to appoint more than one service provider.
- Bidders should note that quantities and the grand total referred in the bill of quantities are for bid evaluation purpose only and does not reflect the real quantities to be bought neither the total amount to be paid to the supplier annually or after the duration of the contract.
- Bidders must note that a separate attached pricing schedule or tempering with the pricing schedule will result in disqualification.
- Bidders must note that the pricing schedule must be fully completed and any blank space in the pricing schedule will result in disqualification.
- Any price escalation will be subjected to approval by the Department and will only affect after the first completed year of contract.
- Proposal completed in pencil will be regarded as invalid.

IV. **PRICING SCHEDULE**

ITEM	QTY	UNIT PRICE	TOTAL
Male trouser	300		
Summit jacket	300		
Long sleeve shirt	300		
Short sleeve shirt	300		
Cap	300		
Parka jacket	300		
Jersey	300		
Jersey short sleeve	300		
Rain suit wetton	300		
Combat cap with embroidered badge	300		
SWAT Boot	300		
Combat Boot	300		
Socks	300		
Tie	300		
Cravat	300		
Combat shirt	300		
Combat trouser	300		
Combat skirt	300		
Combat trouser	300		
Field trouser	300		
Ladies slacks	300		
Ladies skirts	300		
Ladies felt hat	300		
Bow tie	300		
Parabellum shoe – male	300		
Parabellum shoe – Female	300		
Belt	300		
Epaulettes metalette	300		
Gorgettes	300		
Shoulder flashes	300		
Name tag and star badge	300		
Beanies	300		
Ladies hand bag	300		
Warm Jacket	300		
Stepout Tunic (male formal jacket)	300		

ITEM	QTY	UNIT PRICE	TOTAL
Ladies Tunic (female formal jacket).	300		
Men's Melton overcoat	300		
Brown leather gloves	300		
White cotton gloves	300		
Reflective vest	300		
Buttons – crested	300		
Riding breeches	300		
Leather jacket for bikers	300		
Motorcycle Boots	300		
Vest	300		
Maternity wear	300		
Bullet Proof vest (Ballistic category Level 3)	300		
Jumpsuits	300		
TOTAL			
14% VAT			
Grand Total			

'SAMPLES'

- Bullet proof vest
- Step out(Formal uniform)
- Combat uniform
- Tunic (e.g. Jacket)
- Formal man's cap
- Combat boots
- Caps Military style (7 Leaf Lurex embroidered)
- Female combat skirts
- Beanies
- Shoulder flashes

V. EVALUATION CRITERIA

a) RETURNABLE SCHEDULES/ DOCUMENTS

Section	Returnable Schedules for Tender Purposes
a.	Original or originally certified copy of B-BBEE Verification Certificate from DTI ,a Verification Agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. The B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprise (EME).Bidders in a joint venture, Partnership consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit if EME.
b.	Experience on Similar Scale Projects: (Proof of relevant experience must be attached e.g. orders, appointment letters
c .	Proof of registration with National Treasury's Central Suppliers Database (CSD)

NB: Failure of the bidder to attach any of the above-mentioned supporting documents will result in zero points allocation during the evaluation process.

VI. . COMPULSORY RETURNABLE SCHEDULE

Each bid shall comprise if a clearly indeed proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached YES/NO
a.	Compulsory Enterprise Questionnaire – Contractors	
b.	Certificate of Authority for Signature	
c.	Record of Addenda to Tender Documents (where applicable)	
d.	Fully completed Bill of Quantities (BOQ) / Pricing Schedule	
e.	Fully completed and signed Form of Offer	
f.	Fully completed original tender document.	
g.	If the bidder is a Joint Venture /consortium/partnership, an original copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
h.	Fully completed Standard Bidding Documents (SBD1, SBD4, SBD6.1 and SBD6.2)	
i.	Copy of contractor Registration for Incorporation or of Company Registration Document	
j.	Certified copy of identity documents of Owners / Directors / Members / Shareholders not older than 1 month as at the closing date of the bid.	
k.	SARS PIN issued by South African Revenue Service (SARS). Bidders who are in joint venture should submit individual Tax SARS PIN	

	certificates.	
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NB: Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

VII. PRE-QUALIFYING CRITERIA

A tenderer/Bidder that fails to meet the following pre-qualifying criteria stipulated below will not be considered:

- **B-BBEE LEVEL 1**

VIII. . EVALUATION CRITERIA

The Bid Evaluation Committee (BEC) on the following basis shall conduct the evaluation as follows:

Functionality	100
----------------------	------------

Points for Price and B-BBEE Status Level Contributor

Price	80
B-BBEE	20

Tenders will firstly be evaluated based on functionality for elimination purposes only and then further evaluated on the **80** points for price and **20** points for BBEE Status.

Tenderers/bidders who scores **less than 70%** (70/100) of the maximum points on the **functionality section** will **not** be considered for further evaluation.

IX. Functionality

- The functionality will be scored using the following values:

A maximum equal to **100 evaluation point will be awarded for functionality**, for the elimination purposes.

- A tenderers/bidders who scores **less than 70%** (70/100) of the maximum points on the **functionality section** will **not** be considered for further evaluation.

The functionality will be scored using the following values:

The functionality will be scored using the following values:												
Evaluation Component	Criteria	Maximum Possible points (70 points)										
Functionality	<p>Relevant previous work related to supplying law enforcement uniform (value per project)</p> <p>Appointment letters/Orders to be attached(Copies of appointment letters, work orders and payment orders indicating the value of work done must be attached as proof)</p> <table><tr><td>1. R 0-R 200 000:</td><td>10 Points</td></tr><tr><td>2. R 200 001-R 500 000 :</td><td>15 Point</td></tr><tr><td>3. R 500 001-R1M:</td><td>25 Points</td></tr><tr><td>4. R 1000 001 and above:</td><td>35 Points</td></tr><tr><td>5. R 0-100</td><td>No Point</td></tr></table> <p>Copies of appointment letters, work orders and payment orders indicating the value of work done must be attached as proof</p>	1. R 0-R 200 000:	10 Points	2. R 200 001-R 500 000 :	15 Point	3. R 500 001-R1M:	25 Points	4. R 1000 001 and above:	35 Points	5. R 0-100	No Point	35
1. R 0-R 200 000:	10 Points											
2. R 200 001-R 500 000 :	15 Point											
3. R 500 001-R1M:	25 Points											
4. R 1000 001 and above:	35 Points											
5. R 0-100	No Point											
	<p>Relevant previous work (Experience)</p> <p>Appointment letters/orders to be attached(Copies of appointment letters, work orders and payment orders indicating the date of appointment must be attached as proof)</p> <table><tr><td>1. 1 year to 3 years:</td><td>05 Points</td></tr><tr><td>2. 3 years to 6 years:</td><td>15 Points</td></tr><tr><td>3. 6 years to 9 years:</td><td>25 Points</td></tr><tr><td>4. 9 years and above:</td><td>30 Points</td></tr></table>	1. 1 year to 3 years:	05 Points	2. 3 years to 6 years:	15 Points	3. 6 years to 9 years:	25 Points	4. 9 years and above:	30 Points	30		
1. 1 year to 3 years:	05 Points											
2. 3 years to 6 years:	15 Points											
3. 6 years to 9 years:	25 Points											
4. 9 years and above:	30 Points											
	<p>Locality (Proof of registration)</p> <p>Within RSA (proof of residence must be attached)</p>	15										
	<p>Financial Status</p>											

	1. A bank rating of C and above: 20 Points 2. A bank rating of D: 15 Points 3. A bank rating of E: 10 Points 4. A bank rating of F or no rating 0 Points The attached bank rating must be stamped	20
	TOTAL	100

X. . EVALUATION METHODOLOGY

a) PRICE

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 20 points will be only for the price. A maximum of 80 points is allocated for price on the following basis:

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

b) PREFERENCE POINTS IN TERMS OF PPPFA

A maximum of 20 points shall be awarded to a bidder(s) in respect of B-BBEE contribution as contemplated in sub-regulation (2) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2017 and will be added to the points scored for price as calculated in accordance with sub-regulation (1) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2017.

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

NB: Original or originally certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of Good Practice of the B-BBEE Act. B-BBEE Certificate issued by the SANAS or DTI. Bidders in a Joint Venture, Partnership consortium must attach a consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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

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

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
 I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

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

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

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		NO	
-----	--	----	--

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 at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/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 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
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	<p>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).</p> <p>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.</p>

- 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.