

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF COMMUNITY SAFETY, SECURITY & LIAISON

BID NUMBER: SS/047/22/MP

SUPPLY AND DELIVERY OF TRAFFIC OFFICERS UNIFORM FOR MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON FOR A PERIOD OF THREE YEARS

ISSUED BY:

Department of Community Safety, Security & Liaison
Private Bag X 11269
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 COMMUNITY SAFETY, SECURITY & LIAISON					
BID NUMBER:	SS/047/22/MP	CLOSING DATE:	28 MARCH 2022	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY AND DELIVERY OF TRAFFIC OFFICERS UNIFORM FOR MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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.

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					
TCS PIN:			OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			

[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?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Community Safety, Security & Liaison		CONTACT PERSON	Ms M Lukhele
CONTACT PERSON	Ms T Bekwa		TELEPHONE NUMBER	013 766 4063
TELEPHONE NUMBER	013 766 6005		FACSIMILE NUMBER	
CELL. NUMBER			E-MAIL ADDRESS	
FACSIMILE NUMBER				
E-MAIL ADDRESS				

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 ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID	
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SPECIFICATION FOR THE SUPPLY AND DELIVERY OF TRAFFIC OFFICERS UNIFORM FOR THE MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF THREE (03) YEARS.

1. PURPOSE

The purpose of this bid is to ensure the supply and delivery of uniform for Traffic Law Enforcement, Overload Control and Mpumalanga Traffic Training College at Ehlanzeni, Nkangala, Bohlabela and Gert Sibande for the Department of Community Safety Security and Liaison for a period of three (3) years.

2. BACKGROUND

The Department has got (04) four regional offices, (01) one Traffic College, (33) thirty three cost centers, (12) twelve Overload Control weighbridges and Head Office. The Department is required to provide uniform to all Traffic Officials in its employment for the execution of their duties. This uniform will be worn at all times during the execution of their duties as Traffic Officers.

3. SCOPE OF WORK

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

4. List of required Traffic uniform

4.1. Male formal trousers

Fabric	55% Trevira/45% Wool According to SANS 985 type 33
Colour	Traffic bronze CKS 129/538 C
Style	-Plain waistband with 80mm belt loops -Waist sizes -Zip fly -Two slanted side pockets -One jettied 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	All sizes

4.2. Shirts long sleeve

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

4.3. Jacket Summit

Fabric	Breathable waterproof K-tech
Colour	Traffic Bronze
Style	Zip out fleece liner for use in cold or warm conditions Double flap over front zip to keep water out

	Synovial sleeve allows full freedom of movement Two way side zips for access to accessories on belt and additional ventilation. All seams sealed with hot melt tape to ensure a totally waterproof garment Optional flip-out reflective badge panels front and back Reflective piping around chest Waistband with adjustable side tabs Front pockets with hand warmer compartment Fold over flap and drain hole to keep water out of pockets
Sizes	All Sizes

4.4. 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	All Sizes

4.5. Caps Military style - Director

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 -11 leaf lurex embroidery with royal blue band and buttons
Sizes	All Sizes

4.6. Caps Military style – Deputy Director

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 -9 leaf lurex embroidery with royal blue band and buttons
Sizes	All sizes

4.7. Caps Military style – Control 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 -7 leaf lurex embroidery with royal blue band and buttons
Sizes	All sizes

4.8. Caps Military style – 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	All sizes

4.9. Caps Military style – 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	All sizes
-------	-----------

4.10. Caps Military Style –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
Sizes	All sizes

4.11. Caps Military Style – 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
Sizes	All sizes

4.12. Evolution Jacket

Fabric	65% Polyester/35% poly/ Cotton pipeline with liquid repellent finish
Colour	Bronze
Style	-Thin light weight and warm insulation -Synovial sleeves allow for extra movement -Concealed waist draw cord for additional warmth -Double flap over zip to keep out cold - Front patch bellows pockets with hand warmer compartment - Large inside pocket for detachable hood
Sizes	All sizes

4.13. Jersey

Fabric	100% High Bulk Acrylic 10 gauge
Colour	Biscuit
Style	-V-Neck -Set in style long

	-Re-enforced elbow patches -Shoulder straps with button and button holes -Hems and cuffs blind stitched
Sizes	All sizes

4.14. Jersey sleeveless

Fabric	100% High Bulk Acrylic 10 gauge
Colour	Biscuit
Style	-V-Neck -Set in style sleeveless -Shoulder straps with button and button holes
Sizes	All sizes

4.15. Mirage rain suite

Fabric	K-tech breathable water proof 100% nylon
Colour	Yellow
Style	Jacket -Mpumalanga Provincial Traffic patch at the back -Full lining inside -Articulated hood -Large inside pockets -Reflective piping -Double storm flaps over zip to keep water out -All seams sealed with hot melt tape -Front bellows patch pockets - Flees lined color -Belt with high visibility tape Trouser -elasticated waist band -gusset with zip in legs - All seams sealed with hot melt tape to ensure totally water proof garment
Sizes	All sizes

4.16. Director's 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 Manager - 11 leaf lurex embroidery
Sizes	All sizes

4.17. Deputy Directors 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 -Manager - 9 leaf lurex embroidery
Sizes	All sizes

4.18. Control Provincial Inspectors 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	All sizes

4.19. Chief Provincial Inspectors 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	All sizes

4.20. Principal Provincial Inspectors 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	All sizes

4. 21. Senior and Provincial Inspectors 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. Snr. Prov. Inspector & Provincial inspector.
Sizes	All sizes

4.22. Combat boots

Fabric	Leather 900D nylon material
Colour	Brown
Style	-Side zip water proof -Padded collar -Blucher lacing system -Moisture wicking Nylex inner lining -Removable / replaceable insole -Rubber slip-resistant out sole
Sizes	All sizes

4.23. Socks (Heavy duty)

Fabric	Wool Blend
Colour	Bronze
Style	-Bioguard treated – prevents growth of odour forming bacteria -Half-hose with reinforced heel and toe -Standard size, foot stretchable
Sizes	All sizes

4.24. 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	All sizes

4.25. Tie

Fabric	100% Polyester
Colour	Royal Blue
Style	-Fully washable, crease resistant, -Embroidered with a traffic star at the bottom V column of the tie

4.26. Cravat

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

4.27. Combat Shirt

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	All sizes

4.28. Combat Trousers

Fabric	65% Polyester/35% Cotton
Colour	Bronze
Style	-Patch pocket on right leg with velcro flap - Fob pockets -75 mm 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 - One back pocket with Velcro - Patch pocket right front
Sizes	All sizes

4.29. Women Short sleeve tunic

Fabric	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	-Short sleeves with four buttons in front -The jacket shall have two mitred edge top pockets with flaps secured with press studs. -It shall have two bottom bellows pockets with rectangular flaps and press studs. -Pen hold slip on the left pocket -The jacket shall be fully lined with fused fronts, shoulder pads, a centre vent and shoulder straps.
Sizes	All sizes

4.30. Ladies Slacks

Fabric	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	-Flat front, zip fly -Side pockets -Semi elasticated waistband - 75 mm belt waist loops -5 x 80mm belt loops
Sizes	All sizes

4.31. Ladies Skirts

Fabric	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	-Three panel style with rear slit - 6 x 80mm belt loops - Semi elasticated waist band - 75 mm belt waist loops -Fastened by means of a zip and button -Fully lined -Lining to be 100% Polyester
Sizes	All Sizes

4.32. Ladies Felt Hat (embroidered badge)

- **Control Provincial Inspectors – 7 laurel leaves in lurex embroidered**
- **Deputy Director – 9 laurel leaves in lurex embroidered**
- **Director 11 laurel leaves in lurex embroidered**

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band
Sizes	All Sizes

4.33. Ladies Felt Hat (embroidered badge)

- **Chief Provincial Inspectors – 5 laurel leaves in lurex embroidered**

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band
Sizes	All Sizes

4.34. Ladies Felt Hat (embroidered badge)

- **Principal Provincial Inspectors – 3 laurel leaves in lurex embroidered**

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Royal blue band
Sizes	All Sizes

4.35. Ladies Felt Hat (embroidered badge)

-Senior Provincial Inspector, Prov. Insp. No blue band

Fabric	Wool
Colour	Traffic Bronze
Style	-Round crown -Brim wide edge turned up at the sides -Unlined -Oak leaf band
Sizes	All Sizes

4.36. Bow Tie

Fabric	100% Polyester
Colour	Royal Blue
Style	-Sinatra -Fully washable - traffic star embroidered in the middle of the bow tie - 13mm braided elastic

4.37. Parabellum Shoe – Male

Fabric	Genuine leather uppers
Colour	Brown
Style	-Complies with SANS specification -Lace up, square box toe -Stitched through welted sole -Inner soles, soft comfort sock -Parabellum sole/ with elastic sole
Sizes	All Sizes

4.38. Parabellum Shoe – Female

Fabric	Genuine Leather Uppers
Colour	Brown
Style	-Complies with SANS specification -Brown - lace up -Square box toe -Stitched through welted sole -Parabellum sole -breathable synthetic contoured latex form with arch and material support, out

	sole 30mm.
Sizes	All Sizes

4.39 Court Shoe – Female

Fabric	Genuine leather uppers
Colour	Brown
Style	Court heel to wear with skirt, soft shoe without lace, 3 quarter hill.
Sizes	All Sizes

4.40. Female soft shoes flats

Fabric	Full grain leather
Colour	Brown
Style	-Soft shoe without lace, 30 mm outsole. -Breathable synthetic -Contoured latex foam with arch metatarsal support
Sizes	All Sizes

4.41. Belt

Fabric	Canvas, belt
Colour	Brown
Style	- hard plastic buckle with Mpumalanga Traffic Control batch/ star - 35 to 55mm wide
Sizes	All Sizes

4.42. Epaulettes Metalette and Rubber

-6 wreaths with crested buttons
-5 Wreaths with crested buttons
-4 Wreaths with crested buttons
-3 Wreaths with crested buttons
-2 Wreaths, 1 bar and crested buttons
-1 Wreath, 1 bar and crested buttons
-Epaulette embossed MPG and crested button
-Flushers embroidered with Mpumalanga logo and written Traffic control covered hard plastic (royal blue and gold)

4.43. Gorgettes Metalette and Rubber

-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

4.44. ID Chest Badge Shield ironed on shirt

Material	Star ironed on rubber
Colour	Royal Blue / Red
Style	Mpumalanga ID shield with Traffic Law Enforcement, Name Tag and Star ironed on rubber Royal blue/ red

4.45 ID Chest Badge Shield removable

Material	Star ironed on rubber
Colour	Royal Blue / Red
Style	Mpumalanga ID shield with Traffic Law Enforcement, Name Tag and metal Star Royal blue/ red with magnetic holder or pins,

4.46. Ladies Handbag

Material	Leather
Colour	Brown
Style	-freestyle handmade original -Four compartment style -19 cm breath, 30 cm length and 19cm width

4.47. Fire ARM Holster and magazine holder

Fabric	Leather (left and right handed)
Colour	Brown
Style	Shadow

4.48. Stepout Tunic – 4 Pockets

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	All Sizes

4.49. Ladies Tunic

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	All Sizes

4.50. BEANIE

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

4.51. 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	All Sizes

4.52. BROWN LEATHER GLOVES

Material	Leather
Colour	Brown
Style	Brown leather gloves fully lined with press stud closure.
Sizes	All Sizes

4.53. WHITE COTTON GLOVES

Material	100% Cotton knit
Colour	White
Style	White unlined 100% cotton gloves.
Sizes	All Sizes

4.54 Colombia boney hat

Material	Nylon, polyester mesh
Colour	Bronze
Style	-drawcord chin strap -Side panel ventilation -mounded Mpumalanga crested badge
Sizes	All Sizes

4.55. Reflective Vest

Material	polyester mesh
Colour	Lime
Style	-Mpumalanga Traffic Control Star Badge with name printed on - 50mm reflective tape around chest and over shoulders. - Elastic/ Non-elastic waste
Sizes	All Sizes

4.56. Combat Trousers

Material	65%polyester 35% cotton twill
Colour	Traffic Bronze
Style	-thigh pocket on the left with valcro flap -Patch pocket on right front -Two side pockets -One back pocket with Velcro
Sizes	All sizes

4.57. Jump suit

Material	65%polyester 35% cotton twill
Colour	Traffic Bronze-
Style	-two side pocket on the with valcro flap -long sleeved with detachable arms -25 mm reflective silver tape around arms and legs -Mpumalanga Traffic control star on the left -Full zip in front from neck to waist -printed Mpumalanga Traffic Law Enforcement at the back -Blue inserts around the shoulder area -elasticated waistband at the back with 80mm belt loops -small adjustable belt on the sides to the front with Velcro for adjustments
Sizes	All Sizes

4.58. Two pieces

Material	65%polyester 35% cotton twill
Colour	Traffic Bronze
Style	Shirt -25 mm reflective silver tape around arms -Mpumalanga Traffic control star on the left -Full zip in front -printed Mpumalanga Traffic Law Enforcement at the back -Blue inserts around the shoulder area -waist elasticated back Trouser -two side pocket on the with valcro flap -25 mm reflective silver tape around legs -Back elasticated waist with zip in front and 80mm belt loops -Gusset with zip on the side of the legs
Sizes	All Sizes

4.59. Ladies Waist Coat

Material	55% Trevira/45% Wool
Colour	Traffic Bronze
Style	V-neck /, 5 buttons holes, front pockets fully lined, shoulder straps for epaulettes
Sizes	All sizes

4.60. Golf T-shirt

Material	80% cotton, 15% polyester, 5% elastane,200g
Colour	Khakhi
Style	Short-sleeved ,3 buttons and collar, embodied with blue Mpumalanga Traffic/ Mpumalanga Traffic Training College at the back, Traffic star front left blue.
Sizes	All sizes

4.61. Berets

Material	Wool
Colour	Red
Style	-Military style beret, Hat circumference -adjustable sim with black string, -embroided with Blue traffic badge in front, -depth about 8.5cm
Sizes	All sizes

4.62 Formal Cap badge

Material	Metalic
Colour	Blue with gold border
Style	MPUMALANGA Coat of Arms embossed on front of button
Sizes	All sizes

4.63. LADIES STALKINGS SILK

Material	85% nylon/15% elastane
Colour	Bronze
Style	Cotton-lined gusset and reinforced toe
Sizes	All sizes

4.64 BUTTONS – CRESTED

Material	Brass
Colour	Gold plated
Style	15mm diameter cuff button 1,2mm thick - struck from die Domed to 4mm high and fitted with a button shank and button ring MPUMALANGA Coat of Arms embossed on front of button 23mm diameter coat button 1,2mm thick - struck from die Domed to 6mm high and fitted with a button shank and button ring

	MPUMALANGA Coat of Arms embossed on front of button. Material – brass, gold plated
--	--

4.65 MOTORCYCLE BOOTS

Material	Leather lined.
Colour:	Brown
Style	Knee length with rear concealed full length zip with inside gusset and leather strap at top of zip. Parabellum rubber soles. Good year welted construction.
Sizes	All sizes

4.66 RIDING BREECHES

Material	55% Polyester 45 % Wool Whipcord
Colour	Traffic Bronze
	Two front cross pockets One hip pocket with a flap 75 x 500mm wide belt loops Self-strapping between legs Lace closure with metal eyelets down front below knee 25mm Royal blue / gold stripe down the outside of legs.
Sizes	All sizes

4.67 VEST

Material	100% Cotton knit
Colour	Khaki
Style	Sleeveless
Sizes	All Sizes

4.68 WAIST ELASTIC LEATHER JACKET

Material	100% leather
Colour	Traffic bronze
Style	-Brown lining -Zip up with buttons - Two side entered twin pockets -top left flip pocket with velcro

	-One inside zip pocket -Epaulets holder
Sizes	All Sizes

4.67. HIP LEATHER JACKET

Material	100% leather
Colour	Traffic bronze
Style	-Brown lining -Zip up with buttons -Two front flip pocket -Two top left and right flip pocket - with left valcro on the left pocket - Two side entered twin pockets - Epaulets holder
Sizes	All Sizes

4.70. EQUIPMENT

No	Item	Description
1	Hand cuffs	Black hinged handcuffs, steel, double lock X 2 keys with Bronze pouch
2	Pepper spray	Pepper spray with bronze pouch
3	Measuring tapes	Stanley fiber calibrated 30 M
4	Torches	Megalite heavy duty rechargeable
5	Tyre tread	Tyre tread depth gauge

5. BID REQUIREMENTS (MANDATORY)

To be considered responsive, bid document must be accompanied by the following mandatory documents at the closing date and time of bid. **Failure to comply/ submit the mandatory requirements will invalidate the bid:**

- 5.1 Duly completed and signed all the attached SBD forms (SBD 1, SBD 4, SBD 6.1, SBD 6.2, SBD 8 and SBD 9).
- 5.2 The company must be registered on the Central Suppliers Database (CSD).
- 5.3 Originally certified Copies of business Registration Certificate from CIPC.
- 5.4 Originally certified Copies of Identity Documents of directors / partners / shareholders of the Business.
- 5.5. A bid from any bidder or its directors /partners whose name appears on the National Treasury Database of Restricted Suppliers will not be considered
- 5.6. Bid documents must be dully completed in black ink and signed. Any use of correction fluid (**e.g.tippex**) on the bid documents shall nullify the bid. No incomplete bid documents shall be considered.
- .5.7. Restricted Companies/ Company director will **NOT** be considered
- 5.8. Companies with Company Directors who are employed by the state will NOT be considered.
- 5.9. Where consortium or joint ventures are involved, a valid agreement must be attached and originally certified copies of each company/ parties (CIPC, Valid Tax clearance certificate/ Tax pin, CSD registration with a tax compliant status, CIPC and BBBEE).

6. GENERAL CONDITIONS AND SPECIAL CONDITION OF BID

- 6.1. All contracts emanating from this bid will be subject to the General Conditions and Special Conditions of Contract issued by the National Treasury
- 6.2. The Department reserves the right to call interviews with short-listed Bidder before final selection.
- 6.3. The Department reserves the right to negotiate price with the preferred bidder/s.
- 6.4. The department reserves a right to appoint more than one service provider.
- 6.5. The lowest or any bid will not necessary be accepted and the department reserves the right to accept the whole or part of any bid.
- 6.6. The bidder must be able to exchanges where is needed within 60 days.

7. LOCAL CONTENT

7.1 The supply and delivery of Textile, clothing, leather and footwear is a designated sector with a threshold of 100% locally produced, **therefore SBD 6.2 must be fully completed and signed**

8. RETURNABLE SCHEDULES FOR EVALUATION PURPOSES)

8.1. Originally Certified or original BBBEE certificate issued by SANAS/ sworn affidavit will be considered for BBBEE points allocation.

8.2. Original / originally certified copies of appointment letters with contacts numbers

8.3. Original / originally certified copies of signed purchase orders

8.4. Original/ originally certified copies of proof of financial bank rating from accredited financial institution must have a rand value and bank date stamp

9. BID EVALUATION CRITERIA

NB: The bid will be evaluated in two (02) stages; Functionality and Price using 80/20 or 90/10 as per the PPPFA. A Bidder who scores less than 65% of the maximum point on the functionality will NOT be considered for further evaluation.

9.1 FUNCTIONALITY

Functionality will be scored using the following values:

A maximum equal to 100 points will be awarded for functionality, for elimination purpose the bidder who scores less than 70% of the maximum points for the functionality will **NOT** be considered for further evaluation:

No	DESCRIPTION	SCORING GUIDE	POINTS ALLOCATED
1	Company relevant years' experience in supply and delivery of traffic uniform in Government Sector.	-Above 6 years = 30 -Above 4 - 6 years = 20 -Above 3 - 4 years = 15 1 - 3 years = 01 – 05 (Attached original / originally certified copies of appointment letters with contacts numbers)	30 POINTS
2	Proof of purchase order for Supply Delivery of Uniform	-Orders above R1000 000.00 = 20 -Orders above R500 000 .00 – R1000 000.00 = 15 -Orders above R 200 000.00 – R500 000.00 = 10 -Orders below R200 000.00 = 05 (Attached original / originally certified copies duly signed; purchase order(s)/contract(s)/appointment letter(s) with monetary value	20 POINTS
3	Company Delivery Vehicles	-Availability of more than three (03) delivery vehicles must be in the name of the company = 20 -Availability of two (02) delivery vehicles must be in the name of the company) = 15 -Availability of one (01) delivery vehicle must be In the name of the company = 10 -Signed rental lease agreement to use the vehicle = 05 (Attach originally certified copies of company vehicle registration certificate. Vehicle certificate that is NOT in the name of the company will not be considered)	20 POINTS
4	Company Financial capacity	-Above R1000 000.00 = 30 -Above R500 000.00 – R1 000 000.00 = 20 -Above R200 000.00 – R500 000.00 = 10 -Below R200 000.00 = 05 -Financial bank rating with no rand value / bank stamp= 00 (Attach Original/ originally certified copies of proof of financial bank rating from accredited financial institution must have a rand value and bank date stamp)	30 POINTS
Total points for Functionality			100

9.2. SECOND STAGE: EVALUATION IN TERMS OF (90/10 OR 80/20) PREFERENCE POINTS SYSTEM

Service Providers who obtain the threshold of 70% and more will be further evaluated for price using the **90/10 OR 80/20** Preference point system.

9.2.1. The following formula must be used to calculate the points for price in respect of bids/procurement with a Rand value up to R50 million, inclusive of all applicable taxes

80/ 20 will be apply, and for the procurement with a Rand value above R50 million a 90/10 will be apply.

$$Ps = 90 - 1 - \frac{Pt - Pmin}{Pmin} \quad \text{OR} \quad Ps = 80 - 1 - \frac{Pt - Pmin}{Pmin}$$

Where

Ps = Points scored for comparative price of bid or offer under consideration;

Pt = Comparative price of bid or offer under consideration; and

Pmin = Comparative price of lowest acceptable bid or offer.

Your response will be subject to the following knockout criteria, which will be strictly applied:

Evaluation will be done for all the items on the following criteria:

Price	90	OR	80
Preference Points	10		20
Total	100		100

9.2.2. Subject to sub-regulation (3), points must be awarded to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

90/10				80/20
B-BBEE Contributor	Status Level	of	Number of Points	Number of Points
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

9.2.3. A maximum of 10 or 20 points may be allocated in accordance with sub-regulation (2).

9.2.4. The points scored by a Bidder in respect of the level of B-BBEE contribution contemplated in sub-regulation (2) must be added to the points score for price as calculated in accordance with sub-regulation (1).

9.2.5. Subject to regulation 7 of the Preferential Procurement Regulations, 2017, the contract must be awarded to the Bidder who scores the highest total number of points.

10. BID PRICE

10.1. The total bid price does not constitute the total bid to be paid by the Department; however, it will be used on rates per item, which simple means that the Department may spend more or less than the bid price. Pricing schedule is attached as “ANNEXURE A”

10. PRICE SCHEDULE ANNEXURE A

NB: All prices should be vat inclusive.

No	Description	Size	Unit price (Vat Inclusive) (YEAR 1)	Unit price (Vat Inclusive) (YEAR 2)	Unit price (Vat Inclusive) (YEAR 3)
1	Male trousers	28 – 32			
		34 – 36			
		38 – 40			
		40 – 42			
		44 – 46			
		48 – 50			
		52 – 54			
		Above 54			

2	Long sleeves shirt	S - M				
		L - XL				
		2X - 3XL				
		4XL - 5XL				
		6XL and above				
3	Jacket Summit	S - M				
		L - XL				
		2XL -3XL				
		4XL - 5XL				
		6XL AND ABOVE				

4	Shirt short sleeve	S - M				
		L - XL				
		2X - 3XL				
		4XL - 5XL				
		6XL and above				
5	Caps Military style - Directors	S - M				
		L - XL				
		2X - 3XL				
		4XL - 5XL				
		6XL and above				

6	Caps Military style – Deputy Directors	S - M			
		L – XL			
		2X – 3XL			
		4XL – 5XL			
		6XL and above			
7	Caps Military style – Control Provincial Inspector	S - M			
		L – XL			
		2X – 3XL			
		4XL – 5XL			
		6XL and above			

8	Caps Military style – Chief Provincial Inspector	S - M				
		L – XL				
		2X – 3XL				
		4XL – 5XL				
		6XL and above				
9	Caps Military style – Principal Provincial Inspector	S - M				
		L – XL				
		2X – 3XL				
		4XL – 5XL				
		6XL and above				

10	Caps Military style – Senior Provincial Inspector	S - M				
		L – XL				
		2X – 3XL				
		4XL – 5XL				
		6XL and above				
11	Caps Military style – Provincial Inspector	S - M				
		L – XL				
		2X – 3XL				
		4XL – 5XL				
		6XL and above				

12	Evolution Jacket	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL AND ABOVE			
13	Jersey	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL AND ABOVE			

14	Jersey Sleeveless	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL AND ABOVE			
15	Mirage rain suit	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and above			

16	Director's Combat Cap – Embroidered badge	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and above			
17	Deputy Director's Combat Cap – Embroidered badge	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and above			

18	Control Provincial Inspector's Combat Cap – Embroidered badge	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and above			
19	Chief Provincial Inspector's Combat Cap – Embroidered badge	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and above			
20	Principal Provincial Inspector's Combat Cap – Embroidered	S – M			
		L – XL			

	badge	2XL -3XL				
		4XL -- 5XL				
		6XL and above				
21	Senior Provincial Inspector's Combat Cap -- Embroidered badge	S -- M				
		L -- XL				
		2XL -3XL				
		4XL -- 5XL				
		6XL and above				
22	Combat boots	3 -- 4				
		5 -- 6				
		7- 8				
		9 -- 10				

		11 – 12				
		13 and Special Size				
23	Socks Heavy Duty	3 – 4				
		5 – 6				
		7- 8				
		9 – 10				
		11 – 12				
		13 and Special Size				
24	Socks – Light Duty	3 – 4				
		5 – 6				
		7- 8				
		9 – 10				

		11 – 12				
		13 and Special Size				
25	Tie	S - M				
		L – XL				
		2XL – 4XL				
		5XL and above				
26	Cravat	S - M				
		L – XL				
		2XL – 4XL				
		5XL and above				
27	Combat Shirt	S – M				
		L – XL				

		2XL -3XL				
		4XL -- 5XL				
		6XL and Above				
28	Field Trousers	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
29	Women Short Sleeve tunic	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				

		6XL and Above				
	Ladies Slacks	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
30	Ladies Skirts	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
31	Director's Ladies Felt Hat – Embroidered	S – M				
		L – XL				

		2XL -3XL				
		4XL – 5XL				
		6XL and above				
32	Deputy Director's Ladies Felt Hat Embroidered	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
33	Control Provincial Inspector Ladies Felt Hat – Embroidered	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				

34	Chief Provincial Inspector Ladies Felt Hat – Embroidered	6XL and Above					
		S – M					
		L – XL					
		2XL -3XL					
		4XL – 5XL					
		6XL and Above					
35	Principal Provincial Inspector Ladies Felt Hat – Embroidered	S – M					
		L – XL					
		2XL -3XL					
		4XL – 5XL					
		6XL and Above					

36	Senior Provincial Inspector Ladies Felt Hat – Embroidered	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and Above			
37	Bow Tie	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
		6XL and Above			
38	Parabellum Shoe - Male	3 – 4			
		5 – 6			

		7-8				
		9 – 10				
		11 – 12				
		13 and Special Size				
39	Parabellum Shoe - Female	3 – 4				
		5 – 6				
		7-8				
		9 – 10				
		11 – 12				
		13 and Special Size				
40	Court Shoe Female	3 – 4				
		5 – 6				

		7-8				
		9 – 10				
		11 – 12				
		13 and Special Size				
41	Soft Shoes flats Female	3 – 4				
		5 – 6				
		7-8				
		9 – 10				
		11 – 12				
		13 and Special Size				
42	Belt	28 – 30				
		32 – 34				
		36 – 38				

		buttons				
		6 - Wreaths and crested buttons				
44	Gorgettes Metalette Rubber					
	Flushers embroidered with Mpumalanga logo and written Traffic control covered hard plastic (royal blue and gold)					
	Epaulette					

	embossed MPG and crested button					
	1 wreath, 1 bar and crested buttons					
	2 wreath, 1 bar and crested buttons					
	3 wreath, with crested buttons					
	4 wreath, with crested buttons					
	5 wreath, with crested buttons					
	6 wreath, with crested buttons					
45	Step Out Tunic – 4 Pockets	S – M				
		L – XL				

		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
46	Ladies Tunic	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
47	Beanie	S – M				
		5				

50	White cotton Gloves	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
51	Colombian boney hat	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
52	Reflective Vest	6XL and Above				
		S – M				

		4XL -- 5XL					
		6XL and Above					
55	Two Pieces	S -- M					
		L -- XL					
		2XL -3XL					
		4XL -- 5XL					
		6XL and Above					
56	Ladies Waist coat	S -- M					
		L -- XL					
		2XL -3XL					
		4XL -- 5XL					

		6XL and Above				
57	Golf T shirts	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
58	Body Warmer	S – M				
		L – XL				
		2XL -3XL				
		4XL – 5XL				
		6XL and Above				
59	Red Berets	S – M				

62	Riding breeches	S – M			
		L – XL			
		2XL -3XL			
		4XL – 5XL			
63	Motor cycle boots	3 – 4			
		5 – 6			
		7- 8			
		9 – 10			
		11 – 12			
64	Vest	13 and Special Size			
		S – M			
		L – XL			

		2XL -3XL					
		4XL -- 5XL					
		6XL and more					
65	Leather Jacket	S -- M					
		L -- XL					
		2XL -3XL					
		4XL -- 5XL					
		6XL and more					
66	Hand cuffs	PAIR					
67	Pepper spray	EACH					
68	Measuring tapes Stanley fiber calibrated	30 M					

69	Torch	EACH				
70	Tyre treads depth gauge	EACH				
71	Firearm Holder	EACH				
72	Ladies Handbags Freestyle	EACH				
73	Holster Holder	EACH				
74	Magazine Holder	EACH				
75	ID Chest Badge Shield removable	EACH				
76	ID Chest Badge Shield					

	ironed on shirt					
77						
TOTAL						

TOTAL BID PRICE = YEAR 1 + YEAR 2 + YEAR 3

TOTAL YEAR 1	TOTAL YEAR 2	TOTAL YEAR 3	TOTAL BID PRICE



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 applicant

Name/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

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.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

.....

.....

.....

.....

YES/NO

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200
 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the **90/10** 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (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: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

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

.....
Signature

.....
Date

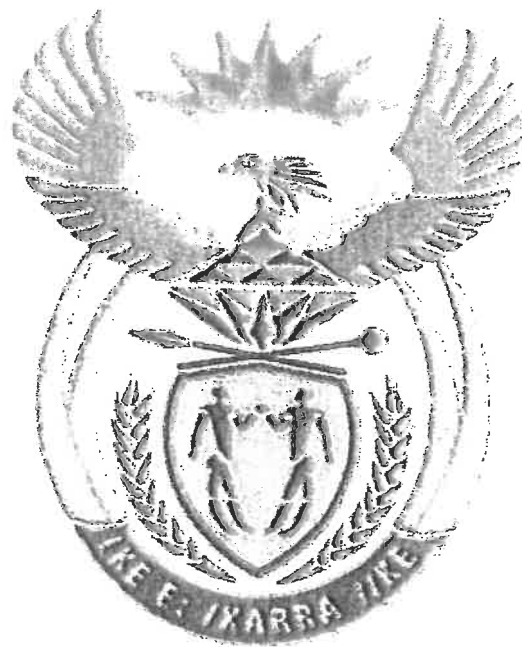
.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)