



police, roads & transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE

**DEPARTMENT OF POLICE, ROADS AND TRANSPORT,
FREE STATE**

Tender No: PR&T/BID 02/2022/23

**REQUEST FOR ADVERTISEMENT AND APPOINTMENT OF A SERVICE
PROVIDER FOR THE SUPPLY AND DELIVERY OF SECURITY UNIFORM FOR A
PERIOD OF 36 MONTHS IN THE FREE STATE PROVINCE**

TENDER DOCUMENT

July 2022

Issued by:

Department of Police, Roads & Transport

45 Charlotte Maxeke Street

Bloemfontein

9300

Contact:

Supply Chain Management

Telephone: 051 409 8891 / 8899

Name of tenderer:

Tender amount: R.....

SBD1

police, roads & transport
Department of
Police, Roads and Transport
FREE STATE PROVINCE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PR&T/BID 02/2022/23	CLOSING DATE:	23/08/2022	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF SECURITY UNIFORM FOR A PERIOD OF 36 MONTHS IN THE FREE STATE PROVINCE				
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)

DEPARTMENT OF POLICE, ROADS AND TRANSPORT					
45 PERM BUILDING, CHARLOTTE MAXEKE STREET					
TENDER BOX GROUND FLOOR (SECURITY ENTRANCE)					
BLOEMFONTEIN					
9323					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			



CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	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] <input type="checkbox"/>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes [IF YES ENCLOSE PROOF]	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?
			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF POLICE, ROADS AND TRANSPORT	CONTACT PERSON	Mr I Ndabambe
CONTACT PERSON	Mr. T Makhetha Ms. W Makutoane Mr. T Sekwena	TELEPHONE NUMBER	066 476 2603
TELEPHONE NUMBER	051 409 8891/8899	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Ndabambel@freetrans.gov.za
E-MAIL ADDRESS	Makutoanew@freetrans.gov.za SekwenaT@freetrans.gov.za		



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.

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.

BILL OF QUANTITIES



police, roads & transport

Department of
Police, Roads and Transport

ANNEXURE A

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Trouser (Male)	700		
Trouser (Female Slacks)	602		
Trouser Field Dress (Male)	700		
Trouser Field Dress (Female)	602		
Cap Filed Dress (Combat)	651		
Shirts Long Sleeve (Male & Female)	1302		
Shirts Short Sleeve (Male & Female)	1302		
Jersey Long Sleeve (Male & Female)	651		
Jersey Sleeveless (Male & Female)	651		
Socks: Lightweight	1302		
Socks: Heavyweight	1302		
Name Plate	651		
Leather Belt (Male & Female)	651		
Cordura Belt	651		
Jacket	651		
Shoes (Male)	350		
Boots Cordura and leather (Male & Female)	651		
Rainsuit (Male & Female)	651		
Skirt (Female)	602		
Windbreaker Jacket (Male & Female)	651		
Blouse Long Sleeve	602		
Blouse Short Sleeve	602		
Pantyhose	1204		
Ladies Court Shoe with heel	301		
Ladies lace up shoes	301		

UNIFORM SPECIFICATIONS SECURITY MANAGEMENT (MALE)

ITEM 1:

TROUSERS: (MALE)

STYLE :

In accordance with CKS 309.
Zip fly.
2 Slanted side pockets.
Plain bottoms.
Belt loops 4cm. 2 Pleats in front.

FABRIC

:

Navy Blue 50% Polyester/ 50% Cotton
In accordance with SABS 985/1979 Type 33

COLOUR

:

Navy Blue

SIZES

:

Size to fit

ITEM 2:

TROUSERS: FIELD DRESS (MALE & FEMALE)

STYLE :

Bandage pocket
Zip fly
Two straight side pockets
One hip pocket to button
Right leg patch pocket with flap to button
Front and back seams to be stitched
Belt loops 8cm
Plain bottoms

FABRIC

:

50% {Polyester 50% Cotton
In accordance with SABS 1387 Part 2

COLOUR

:

Navy Blue

SIZES

:

Size to fit

2.

ITEM 3 A Type 1 : **JACKET:** **HIP LENGTH (MALE & FEMALE)**

STYLE : Padded inner Lining
Zip fastening front, concealing flap with press-studs

Two bottom slanted hand warmer pockets
Elbow patches
Elasticized cuff
Draw strings in waist and bottom of jackets
Embroidered with Departmental logo
(Design available from Department)

FACRIC : 50% Polyester 50% Cotton
In accordance with SABC 137 Part 2

COLOUR : Navy Blue

SIZES : Size to fit

ITEM 3 B (1) : **WINDBREAKER JACKET:** **HIP LENGTH (MALE & FEMALE)**

STYLE : Padded inner Lining
Zip fastening front, concealing flap with press-studs

Two bottom slanted hand warmer pockets
Shoulder straps
Elbow patches
Elasticized cuff
Draw strings in waist and bottom of jackets
Embroidered with Departmental logo
(Design available from Department)

FACRIC : Windbreaker material

COLOUR : Dark Blue

SIZES : Size to fit

ITEM 4 : **CAP: FIELD DRESS (COMBAT) (MALE & FEMALE)**

STYLE A : Base-Ball style with Velcro closure at back
Polypropylene Peak
Front Panel support
Embroidered front badge (Department to supply design)

FABRIC : Navy Blue 50% Polyester 50% Cotton in accordance with

COLOUR : Navy Blue with SABS 1387 Part 11.

SIZES : One size fits all

ITEM 5 : **SHIRTS LONG SLEEVE (MALE & FEMALE)**

STYLE : Military style raised closed collar
Two top pockets with mitered flaps to button.
Pen hole slit in left pocket flap.
Shoulder straps.
Embroidered departmental logo onto left breast above the Pocket and initial & surname on the right breast

In accordance with CKS 34/1988 Style D12

(Design available from Department)

FABRIC : 65% Polyester / 35% Cotton
In accordance with SABS P71

COLOUR : Light Blue

SIZES : Size to fit

ITEM 6 : **SHIRTS SHORT SLEEVE LIGHTWEIGHT (MALE & FEMALE)**

STYLE A : Military style glad neck collar. In accordance With CKS 43/1988 Style D12.
Two top pockets with mitered flaps to button.

Pen hole slit in left pocket flap.
Embroidered departmental logo onto left breast
above the Pocket.

COLOUR : Dark Blue

STYLE B : Magnum seams on front and on sleeves.

OPTION 1 Embroidered departmental logo onto left breast
above the pocket and initial & surname on the
right breast
(Designs available from Department)

FABRIC : 65% Polyester / 35% Cotton in accordance with
SABS P71

COLOUR : /Viscose Tetrex
Light Blue

SIZES : Size to fit

ITEM 7 : **JERSEY LONG SLEEVE (MALE & FEMALE)**

STYLE A : V.Neck. Long sleeve. Plain weave.
Re-inforced sleeve

OPTION Embroidered departmental logo onto left breast
above the Pocket

(Design available from Department)

FABRIC : 100% Hi bulk acrylic

COLOUR : Navy Blue

SIZES : Size to fit

ITEM 8: **JERSEY SLEEVELESS (MALE & FEMALE)**

STYLE B : V. Neck Sleeveless. Plain weave
Reinforced bottom
Shoulder straps.

Embroidered departmental logo onto left breast
above the Pocket

(Design available from Department)

FABRIC : 100% Hi bulk acrylic
COLOUR : Navy Blue

SIZES : Size to fit

ITEM 9 : **SOCKS: LIGHTWEIGHT**
(Male & Female)

STYLE : In accordance with SABs 1382 type MHS

FABRIC : 80% Wool / 20% Nylon - Bioguard or similar

COLOUR : Black CKS 129/538C

SIZE : Size to fit

ITEM 10 : **SOCKS: HEAVYWEIGHT**
(Male & Female)

STYLE : Half hose. Cushion sole. In accordance with
SABs 1382 type MHS

FABRIC : 80% Wool/ 20% Nylon - Bioguard or similar

COLOUR : Black CKS 129/538C

SIZE : Size to fit

ITEM 11 : **NAME PLATE (Male & Female)**

STYLE TYPE A: Bras name plate – Gold background
Two pins and clutches on Back
SA Flag on left side
Royal Blue lettering
Plastic coated
(Design available with Department)

ITEM 12 : **LEATHER BELT (MALE & FEMALE)**

STYLE A : Border patrol style basket weave.
Double leather stitched
Brass buckle
50mmWidth

FABRIC : Genuine Leather

COLOUR : Black.

SIZE : Size to fit

ITEM 13 : **CORDURA BELT**

STYLE : 50mm belt
Clip-in buckle
Slide adjustments

FABRIC : Cordura Nylon

COLOUR : Black

SIZE : Size to fit

ITEM14 : **SHOES (MALE)**

STYLE : Military lace-up shoe with parabellum sole,
welted and stitched in accordance with SABS.
Specification 421/76 Type 2.

FABRIC : Genuine leather uppers. Parabellum sole.

COLOUR : Black

SIZES : Size to fit

ITEM 15 : **BOOTS CORDURA AND LEATHER (MALE & FEMALE)**

STYLE : Leather and Cordura Upper
Padded foam collar
Bellow Tongue
PU moulded sole
Lace up

FABRIC : Leather and Cordura
COLOUR : Black

SIZES : Size to fit

ITEM 16 : **RAINSUIT (MALE & FEMALE)**

STYLE : **JACKET:** Stand collar and built in hood
Fully lined. Double flap over zip with Velcro closure.
Two bottom water proof bellows pockets.
Cuffs with adjustable velcro closure.
Reflective strips for visibility.
Reflective Provincial ID in bold letters at back.

TROUSERS:

Elasticised waistband. Plain bottoms.

FABRIC : Breathable coated nylon Ventex with all seams to be waterproof sealed.

COLOUR : Navy Blue.

SIZES : Size to fit

Item 17 : **GHOLF SHIRT (Male & Female)**

Style : Departmental logo left-hand side

FABRIC : 100% Cotton

COLOUR : Navy Blue

UNIFORM SPECIFICATIONS
SECURITY MANAGEMENT (FEMALES)

FEMALE

ITEM 18 : **SKIRT**

STYLE : 3 Panel skirt. Fully lined.
Zip at back with button to fasten on waist band.
Centre vent at back.
6cm belt loops.
Box pleat at back

Optional: Elasticised waist band.

FABRIC : Black 55% Trevira / 45% Wool
In accordance with SABS 985/1979 Type 33

COLOUR : Navy Blue

SIZES : Size to fit

ITEM 19 : **SLACKS**

STYLE : Two pleats in front
Zip fly in front.
2 Slanted side Pockets.
Plain bottoms. Waist band with button fasten.
6cm belt loops.

Optional: Elasticized waist band.

FABRIC : Navy Blue 55% Trevira / 45% Wool
In accordance with SABS 985/1979 Type 33

COLOUR : Navy Blue

SIZES : Size to fit

ITEM 20 : **BLOUSE LONG SLEEVE**

STYLE : Long sleeve blouse with short cuff, button front
With two top pockets with flaps to button. Pen
Hole slit in left pocketflap.
Closed shirt collar. Yoke with pleats. Shoulder
straps.

FABRIC : 65% Polyester. 35% Cotton in accordance with
SABS P71.

COLOUR : Light Blue

SIZE : Size to fit

ITEM 21 : **BLOUSE SHORT SLEEVE**

STYLE : Single breasted short sleeves. Four button front.
Shirt collar open neck.
Two panels down front.
Two slanted bottom pockets. Pen hole slit in left
hand pocket flap.
Two panels down back. Centre vent at back
Two side slits.
Shoulder straps.

FABRIC : 65% Polyester. 35% Cotton in accordance with
SABS P71.

COLOUR : Light Blue 8668.

SIZES : Size to fit.

ITEM 22 : **PANTYHOSE**

STYLE : Lady's pantyhose with gusset

FABRIC : Lycra
COLOUR : Beach Bronze or similar

SIZE : Size to fit.

ITEM 23 : **LADIES COURT SHOE WITH HEEL**

STYLE : Plain style with 4cm heel

FABRIC : Genuine leather uppers

COLOUR : Navy Blue

SIZE : Size to fit

ITEM 24 : **LADIES LACE-UP SHOES**

STYLE : Lace-up shoes with low heel.
Parabellum sole or similar non-slip sole.
In accordance with SABS 422/1988 Type 2

FABRIC : Genuine leather uppers.

COLOUR : Navy Blue

SIZES : Size to fit.

CONDITIONS

1. Preference will be given to the tenderer quoting for all stipulated items, to ensure proper co-ordination to the uniform issue.
2. The tenderer must specify the method by which he intends to obtain the correct measurements in order to ensure a proper fit of all garments, method of delivery and any exchange and/or alternations.
3. Uniform requirements must be packed in suitable cardboard containers and labeled with official name.
4. Orders to be delivered complete within 60 days from receipt of official orders and taking of individual measurements.
5. Items that do not bear the SABS mark, must be accompanied by a SABS inspection certificate. If not complying with specifications they will not be considered.
6. A full set of samples must be made available on request of the client during the evaluation period after the tender had closed. Failure to submit these samples on request will invalidate your tender.
7. Sample of the successful tenderer will be kept by the Department.
8. Tender must give written guarantee that all uniform items are machine and hand washable, shrink free, color fast, suitable for ironing and durable enough to last every day normal wear for at least one year from date received by officer.



REQUEST FOR ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF SECURITY UNIFORM FOR A PERIOD OF 36 MONTHS IN THE FREE STATE PROVINCE

1.1 SCOPE OF WORK WILL BE AS FOLLOWS:

BILL OF QUANTITIES (as per Annexure "A" attached)

- Note: Quantities may vary in the sense of escalating or declining from the number of traffic officers concerning the appointment or resignation of traffic officers. The mentioned quantities are based on two items per officer to be provided during the 36-months period, depending on availability of funds and the need during this contract period.
- All cost must be inclusive in the costing of the Bill of Quantities.

1.2. LOCAL PRODUCTION AND CONTENT

1.2.1 COMPULSORY REQUIREMENTS *(Failure of the Service Provider to complete and sign SBD 6.2 and its annexures, will lead to disqualification of the service provider' offer)*

- ✓ The service provider must provide a proposal which includes the following: Evaluation in terms of the stipulated minimum threshold for local production and content
- ✓ The stipulated minimum threshold percentage for local production and content for Textile is as follows:

Category of Furniture and Textiles	Stipulated minimum threshold
Textiles	100%

- ✓ The exchange rate to be used for the calculation of local production and content must be the Exchange rate published by the South African Reserve Bank (SARB) at 12h00;



- ✓ Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;
- ✓ The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula:

$$LC = (1 - x/y) * 100$$

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 the SARB at 12h00.
- ✓ The SABS approved technical specification number **SATS 1286:2011** 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)] are accessible to all potential bidders on the Dept of Trade and Industry (DTI)'s website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.
- ✓ The Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid as indicated in this bid specification document.
- ✓ The rates of exchange quoted by the bidder in paragraph of the Declaration Certificate will be verified for accuracy.
- ✓ Only locally produced or locally manufactured Textile with the stipulated minimum threshold of 100% for local production and content requirements for Textile will be considered and only bids meeting this requirement will qualify for the Phase 2 evaluation.
- ✓ In cases where raw materials are not available locally: if the raw material or input for the office Textile, Clothing, Leather and Footwear is not available



locally, bidders should obtain written Page 17 of 46 authorizations from the DTI should there be a need to import such raw material or input. A copy of the authorization letter must be submitted together with the bid at the closing date and time of the bid invitation.

1.3 PROCURE

1.3.1 METHOD OF INVITATION

In terms Treasury Regulation 16A. 6.3 (c), the accounting officer must ensure that bids are advertised in at least the Government Tender Bulletin for a minimum period of 21 days before closure except in urgent cases when bids may be advertised for such shorter period as the accounting officer may determine.

1.4 TENDER DOCUMENT

Bidders are requested to submit a signed original completed Bid Document (SBD's). A Bid Document must be completed with a black inked pen.

1.5 EVALUATION

1.5.1 EVALUATION CRITERIA

The Bids will be evaluated on Four (04)-stage process as follows

- 1.5.1.1 Stage 1:** Attendance of tender briefing meeting and Assessment of Mandatory Requirements
- 1.5.1.2 Stage 2:** Pre-qualification for Preferential Procurement
- 1.5.1.3 Stage 3:** Functionality – 40 points (if applicable)
- 1.5.1.4 Stage 4:** 80/20 preference points system (Price = 80 Points and BBBEE = 20 points)

STAGE 1 ATTENDANCE OF BRIEFING SESSION AND ASSESSMENT OF MANDATORY REQUIREMENTS

- ✓ A tender briefing session will be held as per the details below and failure of the service provider to attend a briefing meeting will be disqualified:

Venue: 929 Makeleketla Hall, Winburg
Date: 12th August 2022
Time: 12H00PM



The following officials must be conducted for any clarity seeking questions, prior, during, and post briefing meeting:

Technical enquiries: Mr I Ndabambe
Email address: NdabambeI@freetrans.gov.za,
Contact Number: 066 476 2603

SCM enquiries: Mr. T Sekwena @ (051) 409 8891 / Ms. W. Makutoane @ 051 409 8899

Email address: SekwenaT@freetrans.gov.za, MakutoaneW@freetrans.gov.za;

Mandatory requirements will be assessed as follows and bidders who fail to meet any of the below requirements will be disqualified.

- ✓ A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub- Contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number).
- ✓ Bidders must return all completed and duly signed standard bidding documents (SBD) and attached all returnable documents, all documents must be completed with a black ink non-erasable pen.
- ✓ Local production and content compulsory requirements as detailed in paragraph 1.2 above. Non completion of SBD 6.2 and its Annexures will lead to disqualification of Bidders' offer.
- ✓ Bidders must be registered on the centralised supplier database-CSD print out must be attached or Bidders must provide a CSD registration number (MAAA.....)
- ✓ **In the case of a Joint Venture the Bidder must attach:**
 - A joint venture agreement duly signed by both parties, and
 - Certificate of Authority for Signature (Power of Attorney).

STAGE 2 PRE-QUALIFICATION FOR PREFERENTIAL PROCUREMENT

- ✓ B-BBEE Contributor Level 1
- ✓ EME or QSE (Signed latest Financial statement certified by an Accountant or Auditor must be attached together with a Certified copy of Companies and Intellectual Property Commission (CIPC)/ Shareholding certificate, failure to attach will lead to disqualification).

NB: Service provider who are not in the category of EME/QSE will be disqualified



STAGE 3 FUNCTIONALITY – 40 POINTS

Scoring points will be as follows:

No	Description	Measurable matrix	Maximum points
1	EXPERIENCE Bidders must submit reference /Recommendation letters of a similar work undertaken, reference/ recommendation letters will only be considered valid if they meet the following criteria: <ul style="list-style-type: none"> • If on an official client letterhead with has contact details; • If refers to provision of similar goods or services provided (Law enforcement Uniform); • It must be duly signed by authorized personnel 	Number of similar contracts completed i.e. Reference letters from current /previous clients indicating the service rendered by the bidder 5 projects & above = 10 points 3 – 4 projects = 8 points 1 – 2 projects = 5 points 0 – Project = 0 points	10
2	Capacity Availability of resources: Relevant key personnel with relevant skilled laborer.	The period of experience with the said compliance requirements is key by means of CV's and any certificate in tailoring and years of experience as indicated below: <ul style="list-style-type: none"> • 5 years and above = 10 points • 3-4 years = 8 points • 1-2 years = 5 points • 0 year = 0 points 	10
	Quality of material Service provider must provide proof of product compliance towards SANS (SABS) standards.	<ul style="list-style-type: none"> • Quality of material with provisioning of certificate = 5 points • Non provision of certificate = 0 points 	5
3	Delivery & Availability Service provider must provide proof of delivery between receipt of official purchasing order date and delivery note date signed by both service provider and the client must be attached.	<ul style="list-style-type: none"> • Delivery within two months complying to the conditions of the client = 10 points • Delivery within three months complying to the conditions of the client = 5 points • Longer that three months = 0 points 	10
4	Locality Municipal servicers (water, sanitation, rates and electricity) account or lease agreement with current bill of account not owing more than (90) days	<ul style="list-style-type: none"> • Free State based company = 5 points • No office in Free State but satellite office= 2 points 	5
	Total		40



NB: Bidders must achieve the minimum of [60% (24 points)] of the functionality points in order to be considered for further evaluation on price and BBBEE.

STAGE 3.1 All service providers who passed functionality [60% (24 points)] will be requested to submit the samples of each item(s) for quality assessment. Further, the samples will be required to be submitted within two (2) weeks from the date of the request. Service providers will be expected to submit samples of all item(s) to be procured during the contract period!!

STAGE 4 80/20 PREFERENCE POINTS SYSTEM (PRICE AND BBBEE)

The Bid will be evaluated on an 80/20: Preferences point system process divided as follows:

- Price : 80
- BBBEE : 20

The maximum points for price are 80. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 6, item 1 of the PPPFA (Effective from April 2017) as follows:

$$P_s = 80 \left[1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

P_s = Points scored for price of tender under consideration

P_t = Rand value of tender under consideration

P_{\min} = Rand value of lowest acceptable tender



B-BBEE Status Level: 20

- Points will be awarded to bidders for attaining the B –BBEE status level of contributor in accordance with the table below:

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

NB:Bidders must submit a valid original (or certified copy) B-BBEE Status Level Verification Certificate substantiating the B-BBEE rating or Certified Sworn Affidavit obtained from DTI/ CIPC. Failure to submit will lead to forfeiture of BBEE points.

1.6 CONDITION OF ACCEPTANCE:

- ✓ All bidders who responded to the bid document will be evaluated;
- ✓ Recommended bidders will be invited for interview and presentation of samples as per stage three of evaluation;
- ✓ The Department reserves the right to appoint more than one service provider;
- ✓ Bidders who use **tippex** will be disqualified;
- ✓ Any cancellation in the document not counter signed will result in a disqualification;
- ✓ Failure to declare the bidder's interest in the SBD 4 provided in the document is regarded as misrepresentation of facts. In case such a bidder is awarded a contract based on the incorrect information provided, the contract will be cancelled, and that the bidder will be restricted from doing business with the Public Sector;
- ✓ A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of Restricted/ Blacklisted suppliers will not be considered,
- ✓ Bidders who have public sector (national, provincial, public entities and local government) officials as directors/shareholders/partners shall be disqualified;
- ✓ 180 Days validity period;



- ✓ Escalation of price will not be applicable to this tender (Fixed Prices), therefore, service providers must ensure that, the price offered are for Three years;
- ✓ Bidders who falsify any information will be disqualified.
- ✓ Submission of a Companies & intellectual Property Commission (CIPC).
- ✓ Submit certified copies identity documents of all active members/shareholders of the company and the document must be certified by SAPS/ Commissioner of oath.
- ✓ Municipal services (water, sanitation, rates and electricity) clearance certificate or Lease Agreement with a Current Bill of Account not owing more than (90) days.
- ✓ Appointed Service provider (s) will be expected to take full measurements (Sizes) of all employees prior manufacturing of any item(s) commence. Failure of the Service provider to adhere to this condition and this act leads to provision of the wrong uniform sizes, Department will not be liable to pay any claims as result of this. The service provider will be expected to re-produce the correct sizes at their own cost.
- ✓ Sub-standard Item(s) will not be accepted.
- ✓ Bidders who did not meet all the conditions of acceptance of the bid will be disqualified.

1.7 CLOSING DATE, TIME AND VENUE FOR SUBMISSION

The Bid document must be placed in a sealed envelope. The title "ADVERTISEMENT AND APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF SECURITY UNIFORM OVER A PERIOD OF 36 MONTHS IN THE FREE STATE PROVINCE FOR THE DEPARTMENT OF POLICE, ROADS & TRANSPORT" must be clearly written or typed on the envelopes.

The envelopes must be deposited in the Tender Box on the following address:

Department of Police, Roads & Transport Free State
45 Charlotte Maxeke Street, (Old Maitland Street)
Perm Building,
Ground Floor,
Bloemfontein 9300.

Closing date for Bid documents is 11h00 on the 23rd August 2022



PRICING SCHEDULE – FIRM PRICE (PURCHASES)

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

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

Name of bidder..... Bid number: PR&T/BID 02/2022/23

Closing Time 11:00 Closing date: 23 AUGUST 2022.

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

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

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

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

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

*Delete if not applicable



ANNEXURE B
SBD 4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of institution	State

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

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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



bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

.....
Position

.....
Name of bidder



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration



Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- 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	
-----	--	----	--

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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



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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

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 SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

IDT	ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E	
-----	---	--

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

<p> IDT </p>	<p> ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E </p>	
--------------	---	--

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

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

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

Description of services, works or goods	Components	Stipulated minimum threshold
Fabricated structural steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders,rafters,bracing,cladding supports, stair stringers & treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding , ducting, launders , downpipes and trusses	100%
Joining/Connecting Components	Gussets, cleats, stiffeners , Splices , Cranks, Kinks , doglegs, spacers ,tabs , brackets	100%
Roof and Cladding	Bare steel cladding , galvanized steel cladding, colour coated cladding	100%
Frames	Doors and windows	100%
Fasteners	Bolts, Nuts , rivets and nails	100%
Wire Products	All fencing products : all barbed wire and mesh fencing , fabric/mesh reinforcing , gabions , wire rope/strand and chains , welding electrodes, nail/tacks, springs and screws	100%
Ducting and Structural pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural support	100%
Gutters, Downpipes & launders	Fabricated materials made from sheeting associated with roof drainage systems.	100%

Steel Construction Materials	Local Content Threshold
Plates >4.5mm thick and supplied in flat pieces	100%
Sheets <4.5mm thick and supplied in coils	100%
Galvanised and Colour Coated Coils	100%
Wire Rod and Drawn Wire	100%
Sections Channels; Angles, I-Beams and H-Beams	100%
Reinforcing bars	100%

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

(Tick applicable box)

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

<p> IDT </p>	<p> ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E </p>	
--------------	---	--

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

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

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

- 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.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/lo.isp. 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.

IDT	ANNEXURE D SBD 6.2 LOCAL CONTENT & Applicable Annexures C, D & E	
-----	---	--

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

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

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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Calculation of local content

Signature of tenderer from Annex B

Date: _____

Annex D - Continued

Imported Content Declaration - Supporting Schedule to Annex C

C. Imported by a 3rd party and supplied to the Tenderer

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content							Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)	
										(D45) Total imported value by 3rd party	R 0	

D. Other foreign currency payments

Type of payment		Calculation of foreign currency payments		
		Local supplier making the payment	Overseas beneficiary	Tender Rate of Exchange
(D46)		(D47)	(D48)	(D50)

Signature of tenderer from Annex B

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

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

#REF!

This total must correspond with Annex C - C23

Date:

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
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
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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 consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 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.