 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal				Page 1 of 3				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:


- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.

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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



Provincial Supply Chain Management

Request for Proposal
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Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		TERM BASED TYPE	Y		N		VALUE BASED TYPE	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information being processed by the Gauteng Department of Social Development. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Social Development (**The Department**) operational requirements and for purposes of complying with its policies, procedures, and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Department, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent Form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____
_____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1.
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.

10. With my signature below, I do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this *Personal Information Processing Consent* form.

Signed at on this day of20.....

.....

Name of data subject/ designated person

.....

Signature

.....

Name/Surname/Dept of Responsible Party

.....

Signature

Date:



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of **Preferential Procurement Regulation, 2017** pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

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1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	Bid Commitment and Declaration of Interest	Page 1 of 3

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 State institution

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.

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- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
------------	--	-----------	--

- 2.2.1 If so, furnish particulars:

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- 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:

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3. DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management


Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "✓"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	Provincial Supply Chain Management	
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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.


Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

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THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



SPECIFICATIONS FOR SUPPLY AND DELIVERY OF SCHOOL UNIFORM

1. PURPOSE

To invite suitable tenderers to bid for this tender which seeks to appoint a panel of service providers that can manufacture, supply and deliver school uniform to the beneficiaries that are identified by Gauteng Department of Social Development for a period of twenty-four (24) months. The objective of the tender is to source uniform from the panel of service providers that specialise in the textile, clothing, leather and footwear.

2. BACKGROUND

The Social Development school uniform project is one of the elements of the Bana Pele Programme announced by the Premier of Gauteng on the 21st February 2005. The provision of school uniform to orphaned and vulnerable children is part of the basket of services envisaged by the Gauteng Provincial Government.

A school uniform pack must consist of the following:

- A pair of shoes
- A pair of socks
- A jersey
- A tunic/trouser/skirt/ (depending on the gender of the child and **uniform** type of the school)
- Shirt (depending on the school uniform, short/ long sleeve)
- A vest
- Underwear

The panel of service providers will be appointed and utilised based on their capacity to produce the items required within a specific period, the pricing of each uniform item is attached as “**Annexure A**”. The panel indicated below will be for each speciality area and service providers must indicate which area of specialisation they would like to participate in and the region of their choice.

2.1 PANEL COMPOSITION

AREA OF SPECIALISATION	ITEMS REQUIRED	REGIONS
1) SEWING	<ul style="list-style-type: none"> Tunic or trouser or skirt (depending on the gender of the child and uniform type of the school) Shirt X1 Vest X1 Underwear (pack of 5) A pair of socks X 1 A bag 	<ul style="list-style-type: none"> Ekurhuleni Johannesburg Sedibeng Tshwane West Rand
2) SCHOOL SHOES MANUFACTURING	<ul style="list-style-type: none"> School shoes 	<ul style="list-style-type: none"> Ekurhuleni Johannesburg Sedibeng Tshwane West Rand
3) JERSEY MANUFACTURING	<ul style="list-style-type: none"> School Jerseys 	<ul style="list-style-type: none"> Ekurhuleni Johannesburg Sedibeng Tshwane West Rand

2.2 PANEL RULES FOR QUALIFYING SERVICE PROVIDERS

- 2.2.1 All qualifying service providers are obliged to use the pricing that has been predetermined by the Department.
- 2.2.2 There will be no sourcing of quotations.
- 2.2.3 All qualifying service providers may be allocated on a rotational basis depending on their selected area of specialisation and their preferred region selection.
- 2.2.4 The Department reserves the right to allocate the work depending on the capacity of the qualifying service provider to produce the required volumes in the area of specialisation and within the regions.
- 2.2.5 Qualifying service provider for the **Sewing Panel** will receive all the items from the various **School Shoe** and **Jersey Manufacturing Panels**, to package and deliver the school uniforms to the identified schools.

3. ANNUAL TARGETS

The school uniforms will be manufactured supplied and delivered to **232 098 school children** in **1291 schools** across the five (5) regions within Gauteng Province within the 2022/23 financial (A schedule will be shared with the successful service providers).

2022/20223 SCHOOL UNIFORM TARGETS			
NO	REGION	ALLOCATION PACKS	NUMBER OF SCHOOLS
1	Ekurhuleni	44 519	361
2	Johannesburg	54 022	350
3	Sedibeng	44 519	151
4	Tshwane	44 519	277
5	West Rand	44 519	152
TOTAL		232 098	1 291

The school uniforms will be manufactured and supplied to **242 310 school children** in **1291 schools** across the five (5) regions within Gauteng Province 2023/24 financial (A schedule will be shared with the successful service providers).

2023/2024 SCHOOL UNIFORM TARGETS			
NO	REGION	ALLOCATION PACKS	NUMBER OF SCHOOLS
1	Ekurhuleni	46 561	361
2	Johannesburg	56 066	350
3	Sedibeng	46 561	151
4	Tshwane	46 561	277
5	West Rand	46 561	152
TOTAL		242 310	1 291

4. STAKEHOLDERS

The customer department that is responsible for the project will be Head Office Gauteng Department of Social Development. The stakeholders will be the Department of Social Development Regional Offices: West Rand, Ekurhuleni, Tshwane, Johannesburg and Sedibeng.

The list of schools and identified beneficiaries for each of the schools in the five (05) different regions will be provided only to the successful tenderers once the allocation has been confirmed by the department. (List of schools per region may be attached as annexure).

5. GENERAL CONDITIONS

5.1 RFP PACKS

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and to ensure that bidders are familiar with regards to the rights and obligations of all parties involved in doing business with the Government.

5.2 COUNTRY OF ORIGIN

All products mentioned in this specification must be produced in the Republic of South Africa. The Department of Trade, Industry and Competition (DTIC) stipulated minimum threshold percentages for Local Production and Content for textile, clothing, leather and footwear is **100 percent (%)**. Bidders must note that only locally manufactured school uniform with a stipulated minimum threshold of **100 percent (%)** local production and content will be accepted, unless the service provider can provide evidence of an approved exemption letter obtained from the DTIC.

6. THE USE OF SUBCONTRACTORS

6.1 PREFERENTIAL PROCUREMENT REGULATION, 2017

Regulation 12 of the PPR states that:

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract 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.
- (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. The contract may be sub-contracted to persons including companies, unless authorised in writing by the Accounting Officer in which case the Preferential Procurement Regulations 2017, section 12 must be applied, which authority, if granted, shall not in any way absolve the contractor of any liability which might result from the contract.

7. REGULATORY FRAMEWORK

The applicable statutory and regulatory documents

- Supply Chain Management Guide for Accounting Officers and Accounting Authorities

- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended
- The Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)
- Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- The Constitution of the Republic of South Africa, 1996.
- Social Assistance Act of 1992
- White Paper of Social Welfare of 1998
- Growing Gauteng Together Vision 2030 (GGT)
- Children's Act of 38 of 2005

8. PRODUCT AND/OR SERVICE REQUIRED

The successful bidder will be required to provide the following goods:

The successful tenderers or panelists should be able to produce the below requirements in line with the PPR 2017 requirements stated in Regulation 8 for designated sectors for Textile, Clothing, Leather and Footwear. A school uniform pack must consist of the following:

- A pair of shoes
- A pair of socks
- A jersey
- A tunic/trouser/skirt/ (depending on the gender of the child and uniform type of the school)
- Shirt (depending on the school uniform, short/ long sleeve)
- A vest
- Underwear

9. PRODUCT REQUIREMENTS FOR LOCAL PRODUCTION AND CONTENT

9.1 SECTOR DESIGNATION

- 9.1.1 The Department is procuring the school uniform which belongs in the designated sector of textile, clothing, leather and footwear. Therefore, PPR 2017 Regulation 8.(2) requires that, in the case of a designated sector, the department advertises the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the prescribed 100% stipulated minimum threshold for local production and content, will be considered.

- 9.1.2 Bidders shall comply with the local content determination as per the SABS (South African Bureau of Standards) Technical specification SATS 1286:2017.
- 9.1.3 The stipulated minimum threshold percentages for local production and content relating to textile, clothing, leather and footwear is 100 percent (%). Bidders must note that only locally manufactured school uniform with a stipulated minimum threshold of 100 percent (%) for local production and content will be accepted, unless the service provider can provide evidence of an approved exemption letter obtained from the DTIC prior to this bid closing date. The rates of exchange quoted by the bidder shall be verified for accuracy.

PRODUCT DESCRIPTION	STIPULATED MINIMUM LOCAL CONTENT THRESHOLD REQUIREMENT
School shoes	100%
School socks	100%
School trousers (Long pants and short pants)	100%
Tunics	100%
Skirts	100%
School shirts (long sleeve and short sleeve)	100%
School jersey	100%
White Vests	100%
Underwear	100%

- 9.1.4 Only the SABS approved Technical Specification Number SATS 1286:2017 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates shall be used in calculating local content. Those documents are:
- **Annexure C** (Local Content Declaration: Summary Schedule).
 - **Annexure D** (Imported Content Declaration: Supporting Schedule to Ann C).
 - **Annexure E** (Local Content Declaration: Supporting Schedule to Ann C).

NOTE: These templates are accessible to all potential bidders at no cost on the DTI's official website (<http://www.thedtic.gov.za>). All templates mentioned above must be appropriately completed, signed and submitted with the bid.

10. SERVICE REQUIREMENTS OF SCHOOL UNIFORM

10.1 SCOPE OF WORK

The qualifying service providers will be required to manufacture, supply and deliver school uniform in accordance with specifications for each panel.

The allocation of items to the qualifying service provider for the **School Shoes** and **Jersey Manufacturing Panels** will be required to deliver the goods to the allocated **Sewing panellist** for further distribution to the identified schools.

The quality of uniforms should be in line with the relevant SABS quality standards and should be produced in line with the following, but not limited to:

- The service provider must ensure compliance with the Local Content thresholds and requirements for the listed school uniform items.
- The service provider must supply and deliver the school uniform in accordance to the timelines that will be indicated on the purchase order.
- The supply and delivery of school uniforms shall be made after receipt of an official purchase order from the procuring department.
- The service provider must ensure that correct sizes and quantities are delivered to the indicated beneficiaries in the selected schools.
- The school uniform packs must be packaged and labelled with the name of the beneficiary and school.
- A school uniform pack must consist of the items as listed in paragraph 8 above and supplied by the allocated Sewing Panellists.

Tenderers/ Bidders must submit evidence that proves their capability and capacity to manufacture, supply and deliver the volume of school uniforms are in line with the requirements of the Department.

The Tenderers/ Bidders must submit a comprehensive company profile that confirms their experience of 2 years in manufacturing uniforms, which must clearly indicate reference work done and attaching the testimonial or reference letters.

10.2 CONFIRMATION OF UNIFORMS

The successful panellists shall ensure the confirmation of the types, colours and texture of the uniform. The list of beneficiaries shall be provided by the Department to the successful panellists.

10.3 MEASUREMENTS OF BENEFICIARIES

The qualifying service providers shall ensure that the correct measurements of all uniform items for all beneficiaries are taken before production.

10.4 MANUFACTURING EQUIPMENT

The tenderers/ bidders must have the manufacturing equipment to produce the required items.

11. MANUFACTURING PROCESS

11.1 THE QUALIFYING SERVICE PROVIDER MUST ENSURE THAT MANUFACTURING OF SCHOOL UNIFORM IS DONE ACCORDING TO THE FOLLOWING:

- Purchasing fabric/ material/ accessories
- Quality check
- Cutting
- Sewing Ironing
- Labelling & packaging
- Monitoring at each stage of manufacturing.

12. WORKMANSHIP

12.1 GENERAL

- The pockets and collars shall be balanced.
- No shiny areas caused by ironing.
- The garments must be clean with no hanging thread and shall be ironed.
- The garments shall be free from any defects that can affect the look or how the uniform will work or both.
- The garments shall be free from any marks, spots, stains that can happen during manufacturing.
- The uniform garments shall be the same in make, colour(s) and finish and the matching of the shades of the parts of a garment shall be at an acceptable level.

12.2 HOOKS & BARS

- All hooks & bars shall have a smooth finish.
- Their sizes shall be as per the school uniform requirements.

12.3 SEAMS

12.3.1 Seam allowances:

- All seams shall be smooth and all stitches the same seams & stitching shall be free from any twists, pleats & puckers and shall be sufficiently allowed to avoid seam cracking & shrinkage when used.
- All visible edges must be trimmed and over-edged.
- Open edges must be uniformly cut back.

12.3.2 Seam finishing:

- The needles must be selected according to the material and to be regularly changed.
- No tearing of the seam.
- Ends of sewing that are not secured in seams or in other sewing shall be adequately backtacked.

The following stitching errors must not occur:

- Open seams, jumped stitches, needle holes, marks of the presser foot.
- Multiple stitching or visible restarting of a seam.
- Skew or wavy seams, twisted seams.

12.4 BUTTONHOLES

- Buttonholes must be stitched around with an enough stitch thickness, the ends well secured and finished without any loose thread ends.
- The size and position of the buttons and buttonholes must match each other. The distance between the buttons/buttonholes must be uniform (except where specified otherwise).
- Buttons and buttonholes shall be attached to at least 2 layers of fabric.

12.5 BUTTONS

- Buttons shall be plastics buttons or cloth covered buttons as per school requirement.
- The colour & style of the buttons shall be an acceptable match to that which is required by the school.
- Cloth covered buttons shall not have any loose parts and the fabric must be strongly attached.
- The size of the buttons shall be as required by the uniform type.
- All buttons shall be securely attached in the correct position as the school requires.

- Each garment shall have an additional button that is identical with those used on the garment, sewn on to the left side seam 4cm from hem.

12.5.1 Fixing of buttons:

- A spare button must be provided for each button size. The spare buttons must be fixed to the side seam 4 cm from hem.
- Buttons must be fixed safely, strongly and without thread ends.

12.6 ZIPS

- Buttons, zippers, must match the colour as required by the school and be of acceptable quality.
- No sharp edges or breakage.
- The sliding cap or sliding part should not tear or break.
- The sliding should run continuous.
- Zips must be smoothly sewn in.
- Zips must be backed with a panel and an under vent.
- The zips must be sewn in with an adequate distance from the, so that the fabric cannot get stuck in the zipper.
- The zipper start-and-end pieces must be strongly sewn on. The loading points at the start and end must be secured.

12.7 POCKET FINISHING

- Pockets, including inside pockets, must be securely and strongly stitched at the corner points and if necessary, must have additional bar tacking.
- The pockets must be flat and properly finished.
- Where necessary, pocket openings are to be reinforced with interlining, in order to prevent them from stretching and distending and to guarantee strength.
- The pockets must be sewn on symmetrically and their position must correspond to the specification.

12.7.1 Pocketing

- Pocketing fabric shall be used.
- The type of pocketing used shall be appropriate to the type of garment.

12.8 BELT LOOPS

- Belt loops must be securely and durably attached.
- The positioning must correspond to the specification.

12.9 DARTS

- Darts must be smooth and sewn properly at the tips.
- Dart ends must be adequately secured.
- The marking of the dart tip must not be visible and must not damage the material.

12.10 INTERLINING

- Interlining colours must match the outer fabric to prevent colour differences.

13. PRODUCT

13.1 SHIRT

13.1.1 Fabric

- Fabric used shall be school shirting fabric.
- Fabric fibre can be 100% cotton OR 65%/35% polycotton.

13.1.2 Size

- Tolerance of 1cm is allowed

13.1.3 Size range for **Shirts** (dimensions in centimetres):

Finished garment measurements for Shirts						
Age	Collar Length	Chest/ Bust	Back Length	Sleeve Length (Long)	Cuff	
					Length	Width
4 years	28 cm	72 cm	47 cm	55 cm	18 cm	6 cm
5-6 years	30 cm	80 cm	53 cm	59 cm	18 cm	6 cm
6-7 years	31 cm	84 cm	55 cm	62 cm	18 cm	6 cm
7-8 years	32 cm	86 cm	58 cm	66 cm	20 cm	6 cm
8-9 years	33 cm	90 cm	59 cm	67 cm	20 cm	6 cm
9-10 years	34 cm	94 cm	61 cm	68 cm	20 cm	6 cm
11 years	34 cm	96 cm	65 cm	73 cm	20 cm	6 cm
12 years	36 cm	98 cm	66 cm	74 cm	23 cm	6 cm
14 years	37 cm	102 cm	68 cm	82 cm	23 cm	6 cm
14H years	38 cm	106 cm	71 cm	85 cm	23 cm	6 cm
15 years	39 cm	110 cm	72 cm	85 cm	23 cm	6 cm
15H years	40 cm	114 cm	74 cm	87 cm	26 cm	6 cm
16 years	42 cm	118 cm	76 cm	90 cm	26 cm	6 cm
16H years	43 cm	120 cm	76 cm	91 cm	26 cm	6 cm
17 years	44 cm	122 cm	76 cm	92 cm	26 cm	6 cm
17H years	45 cm	124 cm	76 cm	93 cm	26 cm	6 cm
18 years	46 cm	126 cm	76 cm	94 cm	26 cm	6 cm

13.1.4 Style

- The shirts shall be the lounge tie style OR the exact style required by the school:
 - Collar shall be semi-stiff with stand & fall
 - The hem of the shirt must be straight
 - The sleeves must be long.
- The shirts are unisex.
- The colour must be the exact colour of the school.
- Fabric must be of an acceptable quality.

13.1.5 Front of shirt

- The fronts shall be plain.
- The left front shall have a patch pocket.
- The hem shall be straight.
- The facings shall be grown on (1 piece with front) and of finished width of at least 30 mm and may be cut with the selvedge.
- Laid-on fronts shall have width of at least 30 mm.

13.1.6 Back of shirt

- The backs shall be plain and may have a double yoke at the shoulders if required by the school.

13.1.7 Collars

- Tie type:
 - The collar shall be top fused with fusible lining.
- Sports type (for golf shirts only):
 - The collar shall be fused with fusible interlining or alternatively interlined with a fully shrunk interlining.

13.1.8 Sleeves

- The sleeves shall be long, no short sleeves unless shirt type is a golf shirt.
- The sleeves shall have a single cuff on each sleeve with fusible interlining.
- The cuff shall close with a button and buttonhole.

13.1.9 Pockets

- The pockets shall be patch pockets (pockets are turned in, hemmed and securely tacked at each end of the mouth) with v bottom.

13.1.10 Buttonholes

- All buttonholes shall be of the shirt type with a bar at each end and of such length as to acceptably accommodate the relevant buttons.

13.1.11 Seams

- Seams shall be between 1cm -1.5cm.
- Seams shall be straight stitch & overlocked (3 thread overlocking).
- All exposed edges shall be overlocked, or turned in and stitched down.
- Hem must be 5mm when complete, folded in & straight stitched.

13.2 SKIRT

13.2.1 Fabric

- Fabrics must be of acceptable quality.
- Fabrics can be twill, gabardine twill, cotton woven, poplin or as required by the school.

13.2.2 Size

- Tolerance of 5 mm is accepted.

13.2.3 Size range for **Skirts** (dimensions in centimetres):

Finished garment measurement for Skirts						
Age	Waist Circumference	Height	Hip Circumference	Hip	Waist	Body Rise
4 years	55 cm	102 cm	62 cm	67 cm	56 cm	18 cm
5-6 years	56 cm	106 cm	64 cm	69 cm	57 cm	19 cm
6-7 years	57 cm	110 cm	65 cm	70 cm	58 cm	20 cm
		116 cm	66 cm	71 cm	58 cm	21 cm
7-8 years	59 cm	122 cm	69 cm	74 cm	60 cm	22 cm
8-9 years	59 cm	128 cm	71 cm	76 cm	60 cm	23 cm
9-10 years	61 cm	134 cm	74 cm	79 cm	62 cm	24 cm
		140 cm	76 cm	81 cm	62 cm	25 cm
11 years	63 cm	146 cm	80 cm	85 cm	64 cm	26 cm
		152 cm	84 cm	89 cm	64 cm	27 cm
12 years	65 cm	158 cm	88 cm	93 cm	66 cm	28 cm
		164 cm	92 cm	97 cm	66 cm	28 cm
Size	Waist Circumference	Height	Hip Circumference	Hip	Waist	Body Rise
Size 28	57 cm	170 cm	82 cm	93 cm	57 cm	27 cm
Size 30	62 cm	170 cm	87 cm	98 cm	62 cm	28 cm
Size 32	67 cm	170 cm	92 cm	103 cm	67 cm	28 cm
Size 34	72 cm	170 cm	97 cm	108 cm	72 cm	29 cm

Finished garment measurement for Skirts						
Size 36	77 cm	170 cm	102 cm	113 cm	77 cm	29 cm
Size 38	82 cm	170 cm	107 cm	118 cm	82 cm	30 cm
Size 40	87 cm	170 cm	112 cm	123 cm	87 cm	30 cm
Size 42	92 cm	170 cm	117 cm	128 cm	92 cm	30 cm

13.2.4 Style

- A-line skirt shape with 2 darts on front & 2 darts on back OR the style required by the school.
- The skirt length shall fall just below the knee.
- Skirt length must fall just below the knee.

13.2.5 Waistband

- Plain waistband shall be lined fusible lining.
- The waistband shall be closed with a button and buttonhole.
- Waistband width shall be 3cm.
- Waistband shall be closed with button, with 2 cm extension over the zip towards the back.
- Type of waistband (plain or elasticated) will be as required by the school.
- 2 hanger loops on side seam attached at waistband.

13.2.6 Pockets

- Each end of the mouth of each pocket shall be bar-tacked.
- Style of pockets will be as required by the school.

13.2.7 Hem

- In cases of skirts with permanent (heat-set) pleats, the finished width of the hem shall be 2 cm.
- In other cases, finished width of hem shall be 2.5 cm.
- The edges shall be overlocked or turned and blind-stitched.

13.2.8 Buttonholes

- Shirt type with bar at each end.
- The length of the button shall be as required the school and be acceptable to fit the button.

13.2.9 Zip

- No zip for ages between 4 to 7yrs
- Shall be between 10 cm (till 8-9 years) – 15cm (from 9-12 years).

- Zip seam shall be 2cm wide.
- Include the sizes above twelve

13.2.10 Seams

- Seams shall be at between 1cm - 1.5cm.
- Side seams shall be 2 cm wide, overlocked and pressed open.
- All exposed edges shall be overlocked or turned in or stitched.

13.3 Dress, Tunic or Dungaree

13.3.1 Fabric

- Fabrics must be of acceptable quality.
- Fabrics can be twill, gabardine twill, cotton woven, poplin or as required by the school.

13.3.2 Size and Style

- Tolerance of 5 mm is accepted.
- The sizes measurements should be as per below.

13.3.3 Size range for **Dress, Tunic or Dungaree** (dimensions in centimetres):

Finished garment measurements for Dress, Tunic or Dungaree					
Age	Bust Circumference (to fit chest/ bust)	Height	Bust	Back Width (sleeved garments only)	Neck to waist (waist length)
3-4 years	58 cm	108-113 cm	66 cm	26 cm	26 cm
4-5 years	60 cm	114-119 cm	68 cm	27 cm	27 cm
5-6 years	62 cm	120-125 cm	70 cm	28 cm	28 cm
6-7 years	64 cm	126-131 cm	72 cm	29 cm	29 cm
7-8 years	66 cm	132-137 cm	74 cm	30 cm	30 cm
8-9 years	68 cm	138-143 cm	76 cm	31 cm	31 cm
9-10 years	72 cm	144-149 cm	80 cm	32 cm	32 cm
11 years	76 cm	150-155 cm	86 cm	34 cm	35 cm
12 years	80 cm	156-161 cm	90 cm	36 cm	38 cm
Size	Bust Circumference (fit to bust)	Height	Bust	Back Width (sleeved garments only)	Neck to Waist (waist length)
Size 30	82 cm	162-167 cm	94 cm	37 cm	39 cm
Size 32	87 cm	168-173 cm	98 cm	38 cm	41 cm
Size 34	92 cm	168-173 cm	102 cm	39 cm	41 cm
Size 36	97 cm	168-173 cm	106 cm	40 cm	41 cm

Finished garment measurements for Dress, Tunic or Dungaree					
Size 38	102 cm	168-173 cm	110 cm	41 cm	41 cm
Size 40	107 cm	168-173 cm	118 cm	43 cm	42 cm
Size 42	112 cm	168-173 cm	122 cm	44 cm	42 cm

13.3.4 Style

- Style shall be as required by the school
- The design must be the exact design of the school

13.3.5 Edges

- The free edges of collars, facings and cuffs shall be so that the seam is hidden.
- The free edges of facings shall be securely tacked.

13.3.6 Pockets

- Shall be patch pockets or slip-in pockets, as required by the school.
- Patch type:
 - The pocket mouth shall be hemmed and securely bar- tacked at both ends and other edges shall be turned in and stitched down.
- Slip-in type:
 - Shall have enough depth and an opening in a seam as required by the school.
 - Pocket bag shall be made of outer fabric.

13.3.7 Buttonholes

- Shall be the straight shirt type with a bar at each end.
- The length of the buttonhole shall be such as to acceptably fit the button.

13.3.8 Seams

- Shall be between 1cm -1.5 cm wide.
- All exposed edges shall be overlocked, or turned in and stitched down.

13.3.9 Hem

- Width of at least 2.5 cm

13.4 TROUSERS

13.4.1 Fabric

- Fabric used must be of an acceptable quality.
- Fabric used can be flannel OR as required by the school.

13.4.2 Size

- Tolerance of 5 mm is accepted

13.4.3 Size range for **Trousers** (dimensions in centimetres)

Finished garment measurement for Trousers				
Age	Waist Circumference (to fit waist)	Waist	Inside Leg Length (trousers only)	
			Regular Fit	Regular Long Fit
4 years	54 cm	56 cm	43.5 cm	44 cm
5-6 years	56 cm	58 cm	46 cm	46.5 cm
6-7 years	58 cm	60 cm	52 cm	52.5 cm
7-8 years	61 cm	63 cm	57.5 cm	58 cm
8-9 years	63 cm	65 cm	61.5 cm	62 cm
9-10 years	65 cm	67 cm	66 cm	66.5 cm
11 years	67 cm	69 cm	69.5 cm	70 cm
12 years	68 cm	70 cm	73.5 cm	74 cm
Size	Waist Circumference (to fit waist)	Waist	Inside Leg Length (trousers only)	
			Regular Fit	Regular Long Fit
Size 28	71 cm	73 cm	78.5 cm	79.5 cm
Size 30	76 cm	78 cm	82 cm	83 cm
Size 32	81 cm	83 cm	84 cm	85 cm
Size 34	87 cm	89 cm	85 cm	86 cm
Size 36	92 cm	94 cm	85 cm	86 cm
Size 38	97 cm	99 cm	85 cm	86 cm
Size 40	102 cm	104 cm	85 cm	86 cm

13.4.4 Style

- The trousers shall have two side pockets and one hip pocket.
- The waistband shall have belt loops.
- The hem shall be plain or shall have permanent turn-ups, all as required by the school.
- The fly shall be close with a zip.

13.4.5 Waistband

- Shall be plain or elasticated as required by the school.

13.4.6 Belt loops

- A belt with belt loops shall have at least 6 belt loops.
- Shall be lined with an acceptable ready-made band lining.
- Shall fasten at the top of the fly with a hook and bar.

13.4.7 Pockets

- Pocket bags shall be of pocketing fabric.
- Pocket bags shall be bar tacked at each end of the pocket mouth.

13.4.8 Hem

- The hem shall be blind stitched.
- When finished width of bottom at least 3cm, edges overlocked, turned up & stitched.

13.4.9 Buttonholes

- Each buttonhole shall have the correct length to fit the button, the button as required by the school.

13.4.10 Seams

- Shall be 1cm wide
- All exposed edges shall be overlocked or turned in and stitched down
- The seat seam shall be sewn with a straight stitch and overlocked
- Side seams and inside leg seams shall be a straight stitch and overlocked and pressed open or safety stitched

Allowance for alterations

- Except in cases of trousers with elasticized waistband, an allowance of at least 60mm shall be provided at the waist on the seat seam.
- Waistband and lining at least 30 mm on each side of the seat seam.

13.5 SOCKS

- Must be the exact colour(s) required by the school.
- Must have the correct number of stripes required by the school.
- Must be the correct length required by the school.
- Yarn used must be the acceptable quality.

13.6 JERSEY MANUFACTURING

The qualifying service provider is responsible for ensuring the manufacturing of school uniform jerseys, as per school uniform requirements of the school.

13.6.1 Jersey

- The jersey shall be long sleeves with one-piece front.
- 100% acrylic yarn to be used.

- Yarn should be of acceptable quality.
- Colours as per school requirements.
- The jersey shall have embroidered emblem where necessary as the school requires.
- The jersey shall have number & width of stripe as the school requires.
- Shall be one-piece sleeves that are seamed in under the arm and tapered to the cuff.
- Shoulders of garments with set-in sleeves shall be stayed with:
 - Stay tape from shoulder to shoulder with a minimal width of 6 mm.
 - The colour of the stay tape shall match or be an acceptable match to the knitted fabric.

13.6.2 Size

- The size is based on the chest/ bust circumference in centimetres
- The completed jersey sizes should meet the below mentioned measurements per size
- Jersey is unisex

13.6.3 Size range for Jersey (dimensions in centimetres)

Size designation and garment measurements for Jerseys			
Age	Size	Chest Circumference	Sleeve Length
5-6 years	24	68 cm	46 cm
6-7 years	26	74 cm	50 cm
7-8 years	28	80 cm	54 cm
9-10 years	30	86 cm	58 cm
11-12 years	32	92 cm	62 cm
13-14 years	34	98 cm	66 cm
	36	104 cm	70 cm
	38	110 cm	74 cm
	40	116 cm	78 cm
	44	122 cm	82 cm
	48	128 cm	86 cm

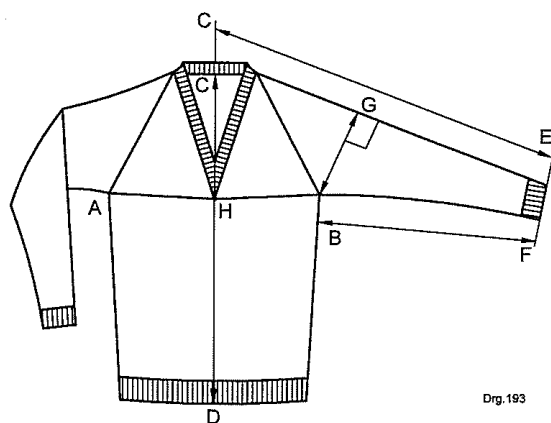


Figure 1 — Garment measurements

13.6.4 Style

- V-neck
- Set-in sleeves

13.6.5 Depth of waistband and length of cuffs

- Depth of waistband and the length of cuffs shall range between 60 mm and 100 mm.
- Cuff length 8cm.

13.6.6 Neckband

- The neckband shall be sewn or linked to the neck opening and shall be as follows:
 - V-neck: folded width: 25-30 mm.

13.6.7 Depth of V-necks

- The base of the “V” on a V-neck jersey shall be in line with the with half of the front sleeve.

13.6.8 Knitted Fabric Requirements

Knitted Structure	Description
Body & sleeves	1x1 rib
Neckband	1x1 rib
Strapping	1x1 rib
Cuffs	2x1 rib
Waistband	2x1 rib
Composition	100% acrylic
Mass	335 gsm

13.6.9 Seams and Stitches

- Seams (side & sleeve only) shall have 4 thread overlocking seams or seams shall be linked

14. LABELLING

- Each garment shall have a label securely stitched at the neckline.
- The label shall be clear and permanently marked with the size.

15. QUALITY ASSURANCE

The quality assurance areas must include, but not limited to:

- Production monitoring system.
- Quality Assurance should be done at all stages of the manufacturing process.
- All products must be quality assured in-line with the specifications before being packaged as outlined in section 7 to 12.
- All products must be quality assured and manufactured according to the school requirements.
- The products must be checked for cleanliness before being packaged.

16. PACKAGING

16.1 EACH BOX SHALL HAVE A LABEL SECURED ATTACHED TO THE OUTSIDE WITH MASKING TAPE

- The label shall provide the following information in clear readable writing and shall be visible when containers are stacked:
 - Tenderer's name/ service providers name
 - Size designation
 - Quantity of garments.

17. SCHOOL SHOE MANUFACTURING

The qualifying service provider is responsible for ensuring manufacturing of school shoes as per the school requirements. The school shoes need to be strong enough to support the entire body weight and yet capable of providing the necessary protection from hard and rough surfaces, as well as climatic and environmental exposure.

17.1 DEFINITIONS

- Adequate bond - a bond that has proved in use to be adequate for the intended use

- Coated leather – a product of which the surface coating, when applied to the leather substrate, does not exceed one third of total thickness of the product but does not exceed a (coating) thickness of 0.15 mm
- Laminated leather – a composite of a layer of leather and one or more layers of sheet or film of plastics and other material
- Inner sole – a component that has been shaped to the bottom of the last over which the upper is lasted
- Middle sole – a component that can either be full length or half-length and that increases the overall thickness of the sole assembly of footwear
- Outer sole – a component that provides the walking and wearing surface of footwear
- Runner – a component that doubles as an inner sole and to which the out-flanged upper is attached

17.2 TYPE

- Unisex
 - stuck- on construction
 - Upper is flat lasted
 - Inner sole & outer sole are used
- The shoes shall meet the following **SABS Standards**:
 - Norm Thompson Outfitters, Inc. 2/27/20075 Norm Thompson Outfitters Footwear and Accessories Quality Guidelines
 - SABS 1118-1: 2003
 - SABS 1118-10: 2008
 - SABS 1118-3: 2008
 - SABS 1363: 1999
 - SABS 1118-6: 2008
 - SABS 1118-7: 2008
 - SABS 1118-4: 2008
 - SABS 1118-9: 2008
- Lasts
 - Be of an acceptable design for the shoe
 - Shall conform to measurements.

18. MATERIALS

18.1 GENERAL REQUIREMENTS FOR UPPER LEATHER

- Leather of an acceptable quality
- Free from defects that affect its appearance or its serviceability, no open scars or stains
- Shall not be loose grained, hard or bony
- No mould, mildew, spots or soil is acceptable
- Shall be well fleshed and free from any flay marks
- The colour & finish of the leather shall be an acceptable match to the colour & finish required.

18.2 TONGUE LININGS

- Shall be of leather of an acceptable quality.

18.3 THREAD AND YARN

- Thread and yarn shall be same size, colour.

18.4 CONSTRUCTION AND/OR ASSEMBLY

18.4.1 Stitching

- Stitching shall have balanced tension
- No puckers, pleats or wrinkles are to be present
- No skipped, broken or missing stitches are allowed
- Stitching is to be even, smooth and straight
- No needle cuts, chews or thread jams are allowed
- No marker holes are to be visible
- Over sews are to be the specified length and remain inconspicuous
- No runoffs or raw edges are allowed
- No loose or hanging threads are allowed
- Stress points are to be securely reinforced.

18.4.2 Gluing

- Glue type is to be appropriate for product
- No smears, drips or exposed glue spots are allowed
- No bumps or ridges caused by uneven glue application are to be present.

18.4.3 Quality

- All functioning parts shall be in working order and operate smoothly

- Product should retain appearance and performance when cared for
- Sizing and fit shall conform to size
- Finished products shall have no defects that affect aesthetics or functionality
- Last of shoe is to be centred
- Toe and heel are to be properly aligned so shape of shoe is not distorted
- Vamp, back seam, counter and heels shall not be crooked or off centre
- Insole is to be smooth and fit snugly in shoe
- Back height is to be uniform (equal) within pair
- Welts are to be uniform in size and firmly attached
- Parts are to be firmly attached
- Edges are to be trimmed evenly
- Top-spray is to be smooth and evenly applied
- No objectionable odours are to be present.

18.4.4 Labelling

- Shoe size shall appear in/on shoe and be consistent with size on packaging.

18.4.5 Packaging

- A wide rubber band must be used to secure the pair of shoes OR the shoelaces are tied together
- The plastic or boxes the shoes are packed in should be of acceptable quality
- No torn or dirty packaging materials
- No loose or missing tape, binding, wraps, etc.
- No loose or unprotected parts in package.

18.4.6 Containers

- Each box shall have a label secured attached to the outside with masking tape
- The label shall provide the following information in clear readable writing and shall be visible when containers are stacked:
 - Tenderer's name/ service provider's name
 - Size designation
 - Quantity of garments.

19. PACKING FOR DELIVERY

- The school uniform items shall be in a new, clean and dry condition and shall be packed so that they will not be damaged during transportation or in storage
- The school uniform items shall be neatly folded, put into individual plastic packed in a bag.

19.1 SPECIFICATION FOR THE BAG:

- Draw string bags
- Size 35cm x 46.5cm
- Extra heavy duty nylon fabric Dry Mac/ Any durable and water-resistant fabric
- Waterproof
- Clear Pocket stitch on the front side of the bag size 13 x 10cm
- Colour black for boys and navy for girls
- Printing.



20. STORAGE/ WAREHOUSING

- The qualifying service providers will be responsible for the storage and safe keeping of complete uniform packs allocated to them.

21. DISTRIBUTION - SEWING PANEL

- Delivery of correct uniform packs to each school shall be the responsibility of the qualifying service provider as per the allocations, utilising own or leased transport.
- Distribution of uniform packs to the beneficiaries at the identified school shall be the responsibility of the Department.
- Reverse logistics shall be the responsibility of the qualifying service provider, as per the allocations.

22. CAPABILITIES OF THE QUALIFYING SERVICE PROVIDERS:

- Technical ability to monitor and quality assure the goods and services.
- Storage facility for complete uniform packs on their allocations.
- Capacity to deliver the allocated school uniform items to the allocated Sewing Panellist or to the identified schools on their allocations.

23. SUBCONTRACTING AFTER THE AWARD

23.1 Sub-contracting after award of tender (Regulation 12 of PPR, 2017) states that:

(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract 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.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. the contract may be sub-contracted to persons including companies, unless authorised in writing by the Accounting Officer in which case the Preferential Procurement Regulations 2017, section 12 must be applied, which authority, if granted, shall not in any way absolve the contractor of any liability which might result from the contract.

24. EVALUATION METHODOLOGY

The evaluation of bids will be in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and the Preferential Procurement Regulations, 2017 (PPR).

- The evaluation of the bids will consist of a **one-stage process**, as per the PPR, 2017
- The evaluation of bids will consist of **Local Production and Content, Pre-Qualification Criteria, Administrative Compliance and Functionality Evaluation**.
- During these stages bids that do not meet the minimum criteria or threshold for functionality will be disqualified and will not form part of the three (3) panels.

24.1 STAGE 1A: LOCAL PRODUCTION AND CONTENT- 100% LOCAL CONTENT FOR TEXTILES

In terms of Regulation 8 of the Preferential Procurement Regulations, 2017, makes provision for the promotion of local production and content.

- In terms of the Local Content requirements, all SBD 6.2 Declaration documents to be completed, including the Local Content Declaration Templates (Annexure C, D and E) for the designated sectors.
 - Before completing the 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 1286:2017 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)].
 - Local Content Declaration templates and guidance (Annex C, D and E), can be downloaded or obtained from **the DTIC** website: <http://www.thedtic.gov.za>
 - Details of the minimum thresholds criteria for local content can be obtained or downloaded from **the DTIC** website: <http://www.thedtic.gov.za>

NOTE: Bidders that fail to meet the beforementioned criteria stipulated in this tender document, for non-completion of the SBD 6.2 and the Local Content Declaration templates (Annexure C, D and E), will be disqualified and not be considered for further evaluation

NOTE: If bidders cannot meet the 100% minimum required Local Content compliance, they must obtain a DTIC approved EXEMPTION LETTER and include it in their bid proposal. Only attached DTIC Exemption Letters will be considered for further evaluation purposes.

24.2 STAGE 1B: PRE-QUALIFICATION CRITERIA

In terms of Regulation 4.(1)(a) and 4.(1)(b) of the Preferential Procurement Regulations, 2017, the Gauteng Department of Social Development decided to apply pre-qualifying criteria to advance certain designated groups. Therefore, only bidders who qualify for one of the following Pre-qualification criteria mentioned below will be considered.

- a) A minimum level **one (1)** or **two (2)** B-BBEE Status Level of Contributor
- OR**
- b) An **Exempted Micro Exempted Enterprises (EME)** or **Qualifying Small Enterprises (QSE)**

VALIDATION REQUIREMENTS FOR A VALID B-BBEE CERTIFICATE AND/OR SWORN AFFIDAVIT:

- Proof of an original and valid B-BBEE Status Level Verification Certificate (or certified copy thereof), issued by SANAS accredited verification agency.
- Bidders that qualify as EME/QSE must submit proof of an original and valid Sworn Affidavit (or certified copy thereof) signed by the EME representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Bidders that qualify as Qualifying Small Enterprises (QSE) and is more than 51% black owned, must submit proof of an original and valid Sworn Affidavit (or a certified copy thereof), signed by the QSE representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.
- Bidders that qualify as Qualifying Small Enterprises (QSE) and is less than 51% black owned, must submit proof of an original and valid B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited agency.
 - In addition, the Bidder must submit proof of an original and valid Sworn Affidavit (or a certified copy thereof) stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon.
- A trust, consortium or joint venture must obtain and submit proof of an original and valid consolidated B-BBEE Status Level Verification Certificate (or certified copy thereof), issued by a SANAS accredited verification agency. The certificate must indicate whether the trust, consortium or joint venture qualifies as an Exempted Micro Enterprises (EME).
- Templates of the EME/QSE Sworn Affidavits may be downloaded from the Department of Trade and Industry and Competition (DTIC) or obtained through the Companies and Intellectual Property Commission (CIPC) websites.
- All sworn affidavits as a *“true copy of the original”*, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths

Act of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act of 1963.

NOTE: Bidders that fail to meet the aforementioned pre-qualifying criteria stipulated in this tender document is an unacceptable tender and will be disqualified

24.3 STAGE 1C: ADMINISTRATIVE COMPLIANCE

Mandatory Documents (eliminating factor):

Bidders must submit the following mandatory documentation for compliance purposes:

- a) Duly complete and sign the bid declaration Form (SBD04).
- b) Completion of Paper based Evaluation based evaluation
- c) Submission of signed Protection of Personal Information Act Consent form
- d) Completion for the selection of **Regions**:
 - o In the table below, bidders are required to select from the five (5) regions within the Gauteng Province and must indicate by ranking the regions from 1 to 5 (1 being the highest preferred).
 - o The Department will limit qualifying bidders to their two (2) highest ranked regions to form part of the panel, unless there are no suitable qualifying bidders in a specific region, in which case a qualifying bidder may be consider for their third to fifth region selections.

BIDDER MUST RANK BY INDICATING FROM NUMBER 1 TO 5 <i>(1 BEING THE HIGHEST PREFERRED)</i>				
EKURHULENI	SEDIBENG	TSHWANE	WEST RAND	JOHANNESBURG

- e) Completion for the selection of **Area of Specialisation**:
 - o In the table below, bidders are required to select and indicate their area of specialisation and select the panel they wish to be considered for.

AREA OF SPECIALISATION	ITEMS REQUIRED	TICK THE RELEVANT PANEL BIDDING FOR
SEWING	<ul style="list-style-type: none"> • Tunic or trouser or skirt (depending on the gender of the child and uniform type of the school) • Shirt X1 • Vest X1 • Underwear (pack of 5) • A pair of socks X 1 	
SCHOOL SHOES MANUFACTURING	<ul style="list-style-type: none"> • School shoes 	
JERSEY MANUFACTURING	<ul style="list-style-type: none"> • School Jerseys 	

NOTE: Bidders may choose to participate in all panels, however will be evaluated for each area during site visit.

NOTE: Bidders that do not comply with all of the above criteria will be eliminated and not considered for further evaluation.

Additional Required Documents (non-eliminating factor):

- f) Current financial statements with past two-year comparatives
- g) Valid Tax Clearance Status Pin, issued by SARS
- h) Proof of registration with the National Treasury Central Supplier Database (CSD)

24.4 STAGE 1B: FUNCTIONALITY EVALUATION

A total of **75 points** is allocated for the Functionality (technical/paper-based) Evaluation. Bidders are requested to include all information and/or proof requested below in their proposal, to be eligible for points scoring. Any bidder who does not meet the minimum threshold of **45 points** will be eliminated and will not qualify for the next stage of evaluation.

AREA	CRITERIA FOR EVALUATION	POINTS
1) Experience in Management	<p>Previous experience on managing sewing projects and submission of proof of proposals. The proof previous experience can be in a form of a reference letters or appointment letter or Purchase Orders</p> <ul style="list-style-type: none"> • Company indicating their ability to manage sewing projects with a rand value of R500 000 or more [10] • Company indicating their ability to manage sewing projects with a rand value of R100 000 or more, but less than R500 000 [7] 	10

AREA	CRITERIA FOR EVALUATION	POINTS
	<ul style="list-style-type: none"> Company indicating their ability to manage sewing projects with a rand value of R30 000 or more, but less than R100 000 [5] Company with no mention and/or evidence of ability to manage projects [0] 	
2) Experience in Manufacturing	<p>Previous experience on manufacturing of items. The proof previous experience can be in a form of a reference letters or appointment letter or Purchase Orders</p> <ul style="list-style-type: none"> Company indicating their ability to manufacture with a rand value of R500 000 or more [20] Company indicating their ability to manufacture with a rand value of R100 000 or more, but less than R500 000 [18] Company indicating their ability to manufacture with a rand value of R30 000.00 or more, but less than R100 000 [15] Company with no mention and/or evidence of ability to manufacture [0] 	20
3) Availability of Manufacturing Equipment	<p>Proposal attached on the list of manufacturing equipment</p> <ul style="list-style-type: none"> Proposal indicating availability of manufacturing equipment [10] Proposal not indicating availability of manufacturing [0] 	10
4) Ability to supply the items, storage and delivery of items	<p>Proposal indicating the following:</p> <ul style="list-style-type: none"> A plan to ensure availability of complete packs when required to be delivered within the service providers allocation [5] Storage and/or Warehousing, proof of ownership, a lease agreement, available storage or plan to acquire [5] 	15

AREA	CRITERIA FOR EVALUATION	POINTS
	<ul style="list-style-type: none"> Delivery of uniforms with the mention of number of vehicles and availability of drivers, or how does the service provider plan to source transportation, an intention to lease or a lease arrangement for vehicles [5] Failure to submit a plan to ensure availability of complete packs or proof of ownership, lease agreement, available storage or a plan to acquire storage and warehousing or failure to mention the number of vehicles and availability of drivers, or how does the service provider plan to source transportation, an intention to lease or a lease arrangement for vehicles [0] 	
5) Resource Experience	<p>An abridged CV of the person/s that will do the work clearly indicating relevant expertise, qualification and or experience</p> <ul style="list-style-type: none"> Experience with expertise in the field of sewing and project management of 6 years or more [20] Experience with expertise in the field of sewing and project management of 3 years or more, but less than 6 years [15] Experience with expertise in the field of sewing and project management of 1 year or more, but less than 3 years [10] Experience with expertise in the field of sewing and project management less than 1 year [0] 	20
TOTAL		75
THRESHOLD		45

NOTE: Any bidder who does not meet the minimum threshold of 45 points will be eliminated and will not be considered for further evaluation

24.5 STAGE 1C: SITE VISIT EVALUATION

A total of **53 points** is allocated for the Site Visit Evaluation. Bidders are requested to present and provide documentary evidence to be eligible for points scoring. Any bidder who does not meet the **minimum threshold of 30 points** will be eliminated and will not qualify to form part of the panel.

AREA	CRITERIA FOR EVALUATION	POINTS
1) Equipment	<p>Availability and usage of equipment to manufacture the required school uniform on the areas of bidders chosen specialty. The evidence of available and functional equipment must be demonstrated</p> <ul style="list-style-type: none"> • Service providers verification of equipment to manage manufacturing as per the previous list submitted with the application during stage 1B [5] • Service providers must showcase the functionality of the equipment [3] • Service providers must manufacture the products within their area of specialisation [10] • Company with no available of functional equipment to produce [0] 	18
2) Skilled Staff	<p>Availability of staff that can produce the item:</p> <ul style="list-style-type: none"> • Management: minimum 1 person [2] • Production management: minimum 2 people [2] • Quality minimum: 1 person [1] • Pattern making minimum: 1 person [1] • Cutting minimum: 1 person [1] • Sewing minimum: 2 people [2] • Finishing minimum: 1 person [1] 	10
3) Quality Control process to manage defect rate and avoid incident repeat rate	<p>Proposal indicating the following:</p> <p>Provide a documented Quality Control process which includes:</p> <ul style="list-style-type: none"> • A quality control procedure to manage that rejects are not delivered and avoid incident repeat rate is available and signed [10] • A quality control procedure to manage that rejects avoid incident repeat rate is available but not signed [5] 	25

AREA	CRITERIA FOR EVALUATION	POINTS
	<ul style="list-style-type: none"> A quality control procedure to manage that the rejects and avoid incident repeat rate not available [0] <p>Provide a documented Quality Control process which includes:</p> <ul style="list-style-type: none"> Sourcing materials [2] Production [2] Testing and verification [2] Safety compliance [2] Packaging requirements [2] No documented process in place [0] 	
TOTAL		53
THRESHOLD		30

NOTE: Any bidder who does not meet the minimum threshold of 30 points for site visit evaluation will be eliminated and will not be considered for further evaluation

Only written communication will be responded to using the details below:

Supply Chain Management related matters to Ms Ntombi Mekgoe at

Ntombi.Mekgoe@gauteng.gov.za

Project related matters (Technical) to Mr Sello Mabaso at Sello.Mabaso@gauteng.gov.za

Cell number 082 469 0389

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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)



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Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

PRODUCT DESCRIPTION	STIPULATED MINIMUM LOCAL CONTENT THRESHOLD REQUIREMENT
School shoes	100%
School socks	100%
School trousers (Long pants and short pants)	100%
Tunics	100%
Skirts	100%
School shirts (long sleeve and short sleeve)	100%
School jersey	100%
White Vests	100%
Underwear	100%
Draw string bags	100%

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



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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.

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



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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: _____



FINAL SCHOOL UNIFORM TYPE DATA SHEET

School uniform summary Panel 2022

Item		Proposed Price	Girls									Boys	
			shirt & trouser	Golf T-shirt & trouser	Shirt & skirt	Skirt & golf t-shirt	Golf T-shirt & Culotte	shirt & culotte	Shirt & tunic	Shirt & Dungaree	Tunic	Shirt & trouser	Golf shirt & trouser
Shirt x2	190	190	190,00	190,00	190,00	190,00	190,00	190,00	190,00	190,00		190,00	190,00
Golf Tshirt x2	190	190											
Skirt	95	95			95,00	95,00							
Dress(tunic)	330	330					330,00	330,00	330,00	330,00	330,00		
Trouser	160	160	160,00	160,00								160,00	160,00
Vest	55	55	55,00	55,00	55,00	55,00	55,00	55,00	55,00	55,00	55,00	55,00	55,00
underwear	125	125	125,00	125,00	125,00	125,00	125,00	125,00	125,00	125,00	125,00	125,00	125,00
socks	30	30	30,00	30,00	30,00	30,00	30,00	30,00	30,00	30,00	30,00	30,00	30,00
Coopt allocation			560,00	560,00	495,00	495,00	730,00	730,00	730,00	730,00	540,00	560,00	560,00
shoes	340	340	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00
Jersey	205	205	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00
Bag			35,00	35,00	35,00	35,00	35,00	35,00	35,00	35,00	35,00	35,00	35,00
Delivery	20	20	20,00	20,00	20,00	20,00	20,00	20,00	20,00	20,00	20,00	20,00	20,00
Total Cost	1 740,00		1 160,00	1 160,00	1 095,00	1 095,00	1 330,00	1 330,00	1 330,00	1 330,00	1 140,00	1 160,00	1 160,00
			Girls									Boys	
			shirt & trouser	Golf T-shirt & trouser	Shirt & skirt	Skirt & golf t-shirt	Golf T-shirt & Culotte	shirt & culotte	Shirt & tunic	Shirt & Dungaree	Tunic	shirt & trouser	golf shirt & trouser
Cost per pack sewing copt			615,00	615,00	550,00	550,00	785,00	785,00	785,00	785,00	595,00	615,00	615,00
Cost per pack shoe copt			340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00	340,00
Cost per pack Jersey copt			205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00	205,00
Total			1 160,00	1 160,00	1 095,00	1 095,00	1 330,00	1 330,00	1 330,00	1 330,00	1 140,00	1 160,00	1 160,00

SATS 1286.2011

Local Content Declaration - Summary Schedule

Pula EU GBP [illegible]

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. GT/GDSD/092/2022
 (D2) Tender description: School Uniform
 (D3) Designated Products: Textile, Clothing Leather and Foot ware
 (D4) Tender Authority: Gauteng Department of Social Development
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate:

Note: VAT to be excluded from all calculations

EU

GBP

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
	School Shoes										

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	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	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Date:

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GT/GDSD/092/2022
(E2)	Tender description:	School Uniform
(E3)	Designated products:	Textile, Clothing Leather and Foot ware
(E4)	Tender Authority:	Gauteng Department of Social Development
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
-------	--	-----

(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
-------	---	-----

(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
-------	---	--	-----

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No.

GT/GDSD/092/2022

Tender description:

School Uniform

Designated product(s)

Textile, Clothing, Leather and Foot wear

Tender Authority:

Gauteng Department of Social Development

Tendering Entity name:

Pula

EU	
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GBP	
-----	--

Specified local content %

Note: VAT to be excluded from all calculations

Calculation of local content

[illegible]

Tender summary

[illegible]

(C20) Total tender value	R 0
--------------------------	-----

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Signature of tenderer from Annex B

Date: _____

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. GT/GDSD/092/2022
 (D2) Tender description: School Uniform
 (D3) Designated Products: Textile, Clothing, Leather and Foot wear
 (D4) Tender Authority: Gauteng Department of Social Development
 (D5) Tendering Entity name:
 (D6) Tender Exchange Rate:

Note: VAT to be excluded from all calculations

EU

GBP

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
	School Jersey										

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	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	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

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

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(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 R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GT/GDSD/092/2022
(E2)	Tender description:	School Uniform
(E3)	Designated products:	Textile, Clothing, Leather and Foot wear
(E4)	Tender Authority:	Gauteng Department of Social Development
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	School Jersey		
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
-------	---	-----

(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
-------	---	-----

(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
-------	---	--	-----

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)
(C2)
(C3)
(C4)
(C5)
(C6)
(C7)

Tender No. GT/GDSD/092/2022

Tender description: Supply and delivery of school uniform

Designated product(s): Textile, Clothing, Leather and Foot wear

Tender Authority: Gauteng Department of Social Development

Tendering Entity name:

Tender Exchange Rate: Pula EU GBP

Specified local content %

Note: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	School Socks										
	School Trouser long and short pants										
	Tunics										
	Skirts										
	School shirts long and short										
	White Vests										
	Underware										
	Draw String bag										

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No. GT/GDSD/092/2022
 Tender description: Supply and delivery of school uniform
 Designated Products: Textile, Clothing, Leather and Foot wear
 Tender Authority: Gauteng Department of Social Development
 Tendering Entity name:
 Tender Exchange Rate:

Note: VAT to be excluded from all calculations

EU

GBP

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
	School Socks										
	School Trouser long and short pants										
	Tunics										
	Skirts										
	School shirts long and short sleeves										
	White Vests										
	Underware										
	Draw strings bag										
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

Tender item no's	Description of imported content	Unit of measure	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	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

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

Calculation of foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments

Local value of payments

(D51)

(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

R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GT/GDSD/092/2022
(E2)	Tender description:	Supply and delivery of school uniform
(E3)	Designated products:	Textile, Clothing, Leather and Foot wear
(E4)	Tender Authority:	Gauteng Department of Social Development
(E5)	Tendering Entity name:	

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	School Socks		
	School Trouser Long and Short Pants		
	Tunics		
	Skirts		
	School Shirts Long and Short Sleeves		
	White Vests		
	Underware		
	Draw String bag		
	(E9) Total local products (Goods, Services and Works)		R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 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.
- 1.4 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.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

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 ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A**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 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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)

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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.

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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 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;

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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


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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:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE?

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		

If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups. (As per Preferential Procurement Regulations 2017)


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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 [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium

- One person business/sole propriety

- Close corporation

- Company

- (Pty) Limited

☐
☐
☐
☐

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer

- Supplier

- Professional service provider


- Other service providers, e.g. transporter, etc.

☐
☐
☐
☐

 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-BBEE 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 contribution 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 –

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- (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

<p>Name(s) & Signature(s) of Bidder(s)</p>
--

DATE:

ADDRESS:

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1	
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2	
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