

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EDET 304/2024	CLOSING DATE:	19 SEPTEMBER 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR FIELD RANGERS WITHIN ENVIRONMENTAL AFFAIRS BRANCH FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT AND TOURISM					
19 BICCARD STREET					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS MAKHUBELE VM		CONTACT PERSON	MR MUSETSHO N	
TELEPHONE NUMBER	015 293 8852/ 083 649 0624		TELEPHONE NUMBER	015 293 8617 / 082 901 1493	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MakhubeleVM@ledet.gov.za		E-MAIL ADDRESS	MusetshoN@ledet.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

1

DEPARTMENT OF ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM
ISSUED OUT ACQUISITION
16 AUG 2024
PRIVATE BAG X9464 POLOKWANE 0700
LIMPOPO PROVINCE

1

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number EDET 304/2024
Closing Time 11:00	Closing date 19/09/2024

OFFER TO BE VALID FOR **180** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
		APPOINTMENT OF A SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR FIELDRANGERS WITHIN ENVIRONMENT AFFAIRS BRANCH FOR A PERIOD OF THREE (3) YEARS	R.....
-	Required by:	.....
-	At:	.....
		
-	Brand and model	.....
-	Country of origin	.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....
			*Delivery: Firm/not firm
-	Delivery basis	.....

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

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

Signature.....

Date.....

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

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PREFERENTIAL GOALS			
HDI'S			
1	Black People	7	
2	Women	4	
3	Persons with disability	3	
SPECIFIC GOALS			
1	Youth	4	
2	Enterprise Located in Limpopo Province	2	
TOTAL		20	

Tenderers are required to furnish below documentary proof to the satisfaction of the Department that the claims for preferential goals are correct:-

- (a) CSD report and/or CIPC certificate
- (b) Original or Certified Copy of certificate/confirmation of Disability Status.
- (c) Recent Municipal account or Local Authority Letter for confirmation of Local Address (*not older than 3 months*) or lease Agreement (refer to item 7 of the TOR)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

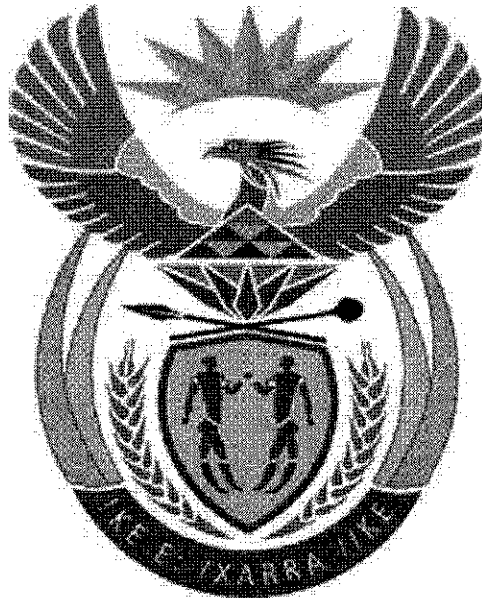
4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 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)



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
ECONOMIC DEVELOPMENT, ENVIRONMENT & TOURISM

SPECIFICATION

**SUPPLY AND DELIVERY OF UNIFORM AND PERSONAL
PROTECTIVE EQUIPMENT (PPE) FOR FIELD
RANGERS WITHIN ENVIRONMENTAL AFFAIRS
BRANCH FOR A PERIOD OF THREE (3) YEARS**

1. **PURPOSE**

To appoint a Service Provider who will provide uniform and Personal Protective Equipment (PPE) for the Field Rangers within the Environmental Affairs Sub-programme Limpopo Economic Development, Environment and Tourism (LEDET) as and when need arises.

2. **BACKGROUND**

The Environmental Affairs Sub-programme of LEDET is mandated in terms of the National Environmental Management Act (Act 107 of 1998) as amended to ensure that the environment is not harmful to the health and well-being of the citizens of South Africa and that it is protected from any degradation and form of pollution. Furthermore, this Act seeks to ensure that natural resources are utilisation in a way that current generations are able to meet their needs without compromising future generations from meeting their needs then. In addition to the NEMA, Specific Environmental Management Acts (SEMAs) listed below have also been developed and promulgated to address sector specific issues such as biodiversity management and protected areas management:

- National Environmental Management Biodiversity Act (Act 10 of 2004);
- National Environmental Management Protected Areas Act (Act 57 of 2003);
- and
- Limpopo Environmental Management Act (Act 7 of 2003).

To fulfil its mandate, the Environmental Affairs programme seeks to undertake the various activities that may posed a health and safety risk to the officials vested with such responsibilities. These activities include, but not limited to:

- Monitor the hunts e.g. lion hunt etc. (this is done on foot and it is dangerous) (video recording of lion hunt available);
- Respond to reported incidents of Danger Causing Animals;
- Vulnerable and rare species management, vulture monitoring;
- Monitoring of plant and/or animal species, and monitoring and census of cycads in the nature reserves;
- Conduct site visits for habitat assessments, veld condition Assessments and game census;
- Conducting research in nature reserves and in areas outside the nature reserves, waste facilities, taxidermies, caves, etc.

- Conduct inspections in respect of complaints and enquiries received in respect of potential environmental crimes, particularly biodiversity and conservation related crimes;
- Conduct nature conservation patrols;
- Inspect and repair boundary fences; and
- Assist with fire management services including executive fire burning programme; maintain the fire belts along fences and facilities; and conduct block burns.

3. SCOPE OF WORK/SPECIFICATION

Supply and delivery of uniform and Personal Protective Equipment (PPE) for the Field Rangers within the Environmental Affairs Sub-programme of LEDET as and when need arises for a period of three (3) years:

ITEM NO	ITEM DESCRIPTION	SIZE'S	COLOUR	ESTIMATED QUANTITY
1.	<u>Combat trouser</u> <ul style="list-style-type: none"> ▪ Non-fade, wash and wear material ▪ 50/50 Polycotton box weave ▪ 2 x side pockets; 1 x front pocket with Velcro closure; 1 x back hip pocket ▪ 230gm ▪ YKK Zip ▪ Men at work brand or "equivalent" 	<ul style="list-style-type: none"> • Size 24 x 1 • Size 28 x 6 • Size 30 x 16 • Size 32 x 49 • Size 34 x 71 • Size 36 x 65 • Size 38 x 33 • Size 40 x 40 • Size 42 x 12 • Size 44 x 13 • Size 46 x 4 • Size 48 x 2 • Size 50 x 1 	Olive green	1565 (5 items per official as per specified size per individual)
2.	<u>Short sleeve shirt with epaulettes</u> <ul style="list-style-type: none"> ▪ Non-fade, wash and wear material ▪ 50/50 Polycotton box weave ▪ 2 x large chest pockets; ▪ 230gm ▪ Two epaulettes on either side with buttons ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the shirt</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	1565 (5 items per official as per specified size per individual)

3.	<p><u>Long sleeve shirt with epaulettes</u></p> <ul style="list-style-type: none"> ▪ Non-fade, wash and wear material ▪ 50/50 Polycotton box weave ▪ 230gm ▪ 2 x large chest pockets; ▪ Two epaulettes on either side with buttons ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the shirt</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>1565</p> <p>(5 items per official as per specified size per individual)</p>
4.	<p><u>Crew Neck T-shirt</u></p> <ul style="list-style-type: none"> ▪ 100% Carded Cotton ▪ 180gm ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the shirt</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>626</p> <p>(2 items per official as per specified size per individual)</p>
5.	<p><u>Long-sleeved Jersey with epaulettes</u></p> <ul style="list-style-type: none"> ▪ 10 GGE gauge ▪ 220gm ▪ Mondri V-neck knit ▪ Hi-bulk acrylic yarn ▪ Trim elbow patches ▪ Two epaulettes on either side with buttons ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the Jersey</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>939</p> <p>(3 items per official as per specified size per individual)</p>

6.	<p><u>Sleeveless Jersey with epaulettes</u></p> <ul style="list-style-type: none"> ▪ 10 GGE gauge ▪ 220gm ▪ Mondri V-neck knit ▪ Hi-bulk acrylic yarn ▪ Trim elbow patches ▪ Two epaulettes on either side with buttons ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the Jersey</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>626</p> <p>(2 items per official as per specified size per individual)</p>
7.	<p><u>Padded jacket</u></p> <ul style="list-style-type: none"> ▪ Olive green ▪ YKK zip with storm flap ▪ 50/50 Polycotton boxweave ▪ Quilted inner lining ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the Jacket</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>626</p> <p>(2 items per official as per specified size per individual)</p>
8.	<p><u>Polar fleece jacket</u></p> <ul style="list-style-type: none"> ▪ Microfibre polar fleece ▪ 240gm ▪ Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the fleece jacket</p>	<ul style="list-style-type: none"> • Size S x 31 • Size M x 105 • Size L x 105 • Size XL x 43 • Size XXL x 23 • Size XXXL x 6 	Olive green	<p>626</p> <p>(2 items per official as per specified size per individual)</p>
9.	<p><u>Army boot</u></p> <ul style="list-style-type: none"> ▪ Upper embossed corrected grain leather ▪ Sole rubber ▪ Oil and acid resistant ▪ Laced up ▪ Gatz brand or "equivalent" 	<ul style="list-style-type: none"> • Size 3 x 1 • Size 4 x 5 • Size 5 x 27 • Size 6 x 36 • Size 7 x 62 • Size 8 x 84 • Size 9 x 66 • Size 10 x 21 • Size 11 x 9 • Size 12 x 2 	Brown	<p>313</p> <p>(1 pair per official as per specified size per individual)</p>

10.	<u>Anti-tracking boot</u> <ul style="list-style-type: none"> ▪ Elephant tread ▪ 100% full grain leather ▪ Sole rubber ▪ Rogue brand or “equivalent” 	<ul style="list-style-type: none"> • Size 3 x 1 • Size 4 x 5 • Size 5 x 27 • Size 6 x 36 • Size 7 x 62 • Size 8 x 84 • Size 9 x 66 • Size 10 x 21 • Size 11 x 9 • Size 12 x 2 	Brown	313 (1 pair per official as per specified size per individual)
11.	<u>Swat boot</u> <ul style="list-style-type: none"> ▪ Upper 100% leather / canvas mash ▪ Single density PU ▪ Oil and acid resistant ▪ Laced up ▪ Bova brand or “equivalent” 	<ul style="list-style-type: none"> • Size 3 x 1 • Size 4 x 5 • Size 5 x 27 • Size 6 x 36 • Size 7 x 62 • Size 8 x 84 • Size 9 x 66 • Size 10 x 21 • Size 11 x 9 • Size 12 x 2 	Brown	313 (1 pair per official as per specified size per individual)
12.	<u>Web belt with Metal buckles</u> <ul style="list-style-type: none"> ▪ Polyester nylon ▪ Adjustable to fit ▪ Non sun reflective clips 	<ul style="list-style-type: none"> • Size: 50mm width • Size: One size fits all 	Olive green	313 (1 belt per official as per specified size per individual)
13.	<u>Long golf hose socks</u> <ul style="list-style-type: none"> ▪ Acrylic material ▪ Turn back for snug fit ▪ Men at work brand or “equivalent” 	<ul style="list-style-type: none"> • One-size-fits-all 	Olive green	1565 (5 pairs per official as per specified size per individual)
14.	<u>Baseball Cap</u> <ul style="list-style-type: none"> ▪ Embroidered eyelets ▪ 50/50 Polycotton boxweave ▪ Buckram inner lining ▪ Closure, fabric covered Velcro ▪ Men at work brand or “equivalent” <p>NB: LEDET Logo embroidery in the front centre of the cap</p>	<ul style="list-style-type: none"> • One-size-fits-all 	Olive green	313 (1 pair per official as per specified size per individual)
15.	<u>Bush hat</u> <ul style="list-style-type: none"> ▪ Metal eyelets & press stud vents ▪ 50/50 Polycotton boxweave ▪ Inner Orange Twill 	<ul style="list-style-type: none"> • Medium x 134 • Large x 147 • X-Large x 32 	Olive green	313 (1 pair per official as per specified size per individual)

	<ul style="list-style-type: none"> Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery in the front centre of the hat</p>			
16.	<p><u>Cricket hat</u></p> <ul style="list-style-type: none"> Metal eyelets 50/50 Polycotton boxweave Inner Orange Twill Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery in the front centre of the hat</p>	<ul style="list-style-type: none"> Medium x 134 Large x 147 X-Large x 32 	Olive green	<p>313</p> <p>(1 pair per official as per specified size per individual)</p>
17.	<p><u>Knitted beanie</u></p> <ul style="list-style-type: none"> Yarn: High Bulk Acrylic Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery in the front centre of the beanie</p>	<ul style="list-style-type: none"> One size fits all 	Olive green	<p>313</p> <p>(1 pair per official as per specified size per individual)</p>
18.	<p><u>Rain Suit</u></p> <ul style="list-style-type: none"> Yarn: High Bulk Acrylic Rain top with attached hat (hoodie) Men at work brand or "equivalent" <p>NB: LEDET Logo embroidery on the front left side of the Rain Suit</p>	<ul style="list-style-type: none"> Size S x 31 Size M x 105 Size L x 105 Size XL x 43 Size XXL x 23 Size XXXL x 6 	Olive green	<p>313</p> <p>(1 pair per official as per specified size per individual)</p>
19.	<p><u>Epaulettes</u></p> <ul style="list-style-type: none"> with LEDET logo Men at work brand or "equivalent" 	<ul style="list-style-type: none"> Size: Length 85mm, width top 53mm, width bottom 63mm 	Dark Green background	<p>626</p> <p>(2 pairs per official as per specified size per individual)</p>

NB:

- The department will provide suppliers with the artwork for LEDET logo.
- The quantities above will be for the first delivery consignment in year one (1) and in the outer years orders will be made per item as and when the need arises.
- The department has approximately 313 Field Rangers from Environmental Branch that requires uniform.
- All prospective bidders shall be required to quote LEDET on all the required commodities as listed above.

- The supplier needs to advise on washing and care method.
- Due diligence will be conducted before the awarding of the contract.
- The products must be properly packaged in order to ensure that they are protected from any form of damage.

4. EVALUATION OF THE BID

The submission from the service provider will be evaluated in terms of the 80/20 point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000 and the Preferential Procurement Regulations, 2022.

4.1. The bids will be evaluated on three phases:

Phase 1: Administrative or Pre-check Compliance

Phase 2: Functionality Criteria

Phase 3: Price and Preferential Points

4.1.1. Phase 1: Administrative/Pre-check Compliance:

The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation. Bidders may be disqualified if not meeting the following requirements:

Criteria	Requirement
Tax status	Tax registered
Business registration	Entity must be in business (i.e. active status)
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.
In the service of the state status	Bid will not be considered if shareholder or director are employed by state /government departments, municipalities, municipal entities and public entities unless such shareholder or director is in an official capacity as a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.
Tender defaulting and restriction status	Entity and directors must not be restricted

Documents that must be submitted	Non-submission will result in disqualification	Requirement
Invitation to Bid – SBD 1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time.
Pricing Schedule – SBD 3.1	YES	Must be fully completed, signed and submitted with the bid by the closing date and time. Total price inclusive of taxes should be clearly indicated on the SBD3.1 form.
Bidders Declaration – SBD 4	YES	Must be fully completed, and submitted with the bid by the closing date and time. (Must declare if they have interests in other Companies. Refer to Paragraph 2.3 of SBD 4)
Preference Point Claim Form – SBD 6.1	NO	Must be fully completed, signed and submitted with the bid by the closing date and time. (Bidders must fully complete Table 1, paragraph 4.2 of SBD6.1 to claim preference points for specific goals)

4.1.2. Phase 2: Functionality Evaluation Criteria

The functionality aspects of a bid will be scored out of 100 points. A bidder must achieve a minimum of **70 points** of the total functionality points in order to be considered for the next evaluation phase. This bid will be evaluated on functionality in terms of the table below:

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
1. COMPANY EXPERIENCE Bidders must demonstrate experience and expertise in manufacturing or supply and delivery of uniform.	Bidder to attach Reference letter(s) confirming the work the bidder has executed or currently executing. Bidders must make sure that the reference letter(s) submitted indicate the following: <ul style="list-style-type: none"> contract description of service contract starting and ending date, project value, reference contact details, whether the contracting company was satisfied with the service or not; signed by the recipient of service; NB <ul style="list-style-type: none"> Reference letters must be on company letterhead For current contract, bidders will be allocated points as at closing date of the bid. Reference letters not complying with the above requirements will not be considered. Reference letters indicating irrelevant experience will not be considered and will be allocated 0 point 	Bidder's highest value of completed contracts in the supply and delivery of uniform.		35
		Score guide	Points	
		R4,500,001 and more	35	
		R3,500,001 – R4,500,000	28	
		R2,500,001 – R3,500,000	21	
		R1,000,001 – R2,500,000	14	
		R500,000 – R1,000,000	7	
		No submission of evidence.	0	

CRITERIA FOR FUNCTIONALITY	MEANS OF VERIFICATION	SUB-CRITERIA		WEIGHTS
2. FINANCIAL CAPACITY Bidders are required to submit proof / evidence to demonstrate financial capacity to supply Field Ranger's uniform.	<ul style="list-style-type: none">Letter of intent from NCR (National Credit Regulator) accredited financial institutions to provide funding (letter must be signed and not older than three months), orproof of overdraft facility in the name of business (Bank letter must be signed and not older than three months), orProof of company capability to self-fund (i.e. stamped bank statement not older than three months).	Score guide	Points	35
		More than R5,000,001	35	
		R4,000,001 – R5,000,000	28	
		R3,000 001 – R4,000,000	21	
		R2,000 001 - R3,000,000	14	
		R1000,001 – R2,000 000	7	
		Less than R1,000,000 or no submission of information or letter with no amount.	0	
3. CAPACITY TO DELIVER PRODUCTS Bidders are required to submit proof/evidence to demonstrate that they are either a manufacturer or supplier(s) who have entered into a formal agreement with a credible manufacturer(s) to supply and deliver Field Ranger's uniform.	<ul style="list-style-type: none">Proof that the bidder is a manufacturer of ranging uniform (proof of company registration explicitly stating that the bidder is a manufacturer of Field Ranger's uniform), orProof of service level agreement with or letter of intention to support from a manufacturer of Field Ranger's uniform if bidder is not a manufacturer (SLA or letter required above must be signed by both parties and not older than three months).	Score guide	Points	30
		Proof of company registration as manufacturer of ranging uniform	30	
		Signed SLA or letter of intention to support between parties if bidder is not a manufacturer of ranging uniform	15	
		No submission of required information	0	
TOTAL				100

NB: The department reserve the right to verify the validity and authenticity of the above documents.

4.1.3. Phase 3: Price and Preferential Points Scoring for Specific Goals

4.1.3.1. 80/20 Preference point system [(for acquisition of goods or services for a Rand value up to R50 million (all applicable taxes included))]

The following formula must be used to calculate the points for price of tenders/procurement with the rand value up to R50 000 000.00, inclusive of all applicable taxes:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

where:

Ps = Points scored for price of bid under consideration

Pt = Rand value of tender consideration

Pmin = Rand value of lowest acceptable tender

- a) A maximum of **20 points** will be awarded in accordance with the table below.
- b) The points scored by a tenderer in respect of the specific goals above must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- c) Only the tender with the highest number of points scored may be selected for an award.

4.1.3.2. Preferential Points for Specific Goals:

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
	HDI'S		
1.	Black People	7	CSD report or CIPC Company Registration Certificate
2.	Women	4	CSD report or CIPC Company Registration Certificate
3.	Persons with Disability	3	Original or Certified Copy of certificate/confirmation of Disability Status
	SPECIFIC GOALS		
1.	Youth	4	CSD report or CIPC Company Registration Certificate

NO.	PREFERENTIAL GOALS	POINTS	MEANS OF VERIFICATION
2.	Enterprises located in Limpopo Province	2	Recent Municipal account <u>or</u> Local Authority Letter for confirmation of Local Address (<i>not older than 3 months</i>) or Lease Agreement (<i>refer to item 7 of the TOR</i>)
TOTAL		20	

4.1.3.3. Bidders are required to furnish documentary proof to the satisfaction of the Department that the claims for above preferential goals are correct.

4.1.3.4. Non-submission of the documentary proof will lead to a zero (0) points on specific/preference goals.

4.1.3.5. Points will be allocated based on the percentage of ownership per goal.

4.1.4. Definitions

“Historically Disadvantaged Individuals” means a South African citizen –

- 1) Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the Interim Constitution”); and/or
- 2) Who is a female; and/or
- 3) Who has a disability

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, deemed not to be an HDI.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contract with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette no. 16085 dated 23 November 1994.

“Black People” is a generic term which means Africans, Coloureds and Indians as described in the Broad-Based Black Economic Empowerment Act, Act No.53 of 1993.

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

“Persons with Disability” - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998)¹.

“Price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.

“Lowest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.

“Highest acceptable tender” means any tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.

“Tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, viability, skills, experience and durability of a service or commodity.

5. BID AWARD AND CONTRACT CONDITIONS

- 5.1. Any proposal submitted by a consortium or joint venture of two or more firms must be accompanied by the consortium formation document or joint venture agreement, stating the name of the joint venture. Each member of the consortia and joint venture will be held jointly and severally liable for the performance of the consortium or joint venture.
- 5.2. Bidders must submit proof of sub - contracting arrangement between the main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and subcontractor.
- 5.3. It is the responsibility of the bidder to select competent subcontractors that meet all the requirements of the tender. Bidders are responsible for all due diligence on their subcontractors.
- 5.4. Foreign firms providing proposals must be familiar with local conditions and laws and consider them in preparing their proposals.
- 5.5. Recommended bidders will be subjected mandatory to reference checks.

- 5.6. Firms may not contact the Department on any matter pertaining to their bid from the time when bids are closed to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 5.7. LEDET reserves the right to award the bid in whole, partially or not to award at all.
- 5.8. The Department (LEDET) may, prior to the awarding of an application, cancel or abandon the process
- a) Due to changed circumstance, there is no longer a need for the services tendered for;
 - b) If funds are no longer available to cover the total envisaged expenditure, or
 - c) If no acceptable tenders are received;
 - d) If there is a material irregularity in the tender process.
- 5.9. No bid may be awarded to any bidder whose tax matters have not been declared by SARS to be in order.
- 5.10. The department reserves the right to communicate with the shortlisted bidders as and when necessary.
- 5.11. The contract period will be from the commencement date of the contract.
- 5.12. The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.
- 5.13. The contract period will be in terms of the acceptance letter.
- 5.14. Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin, Department's website and National Treasury e-Tender Portal.
- 5.15. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

6. **BID PRICING INSTRUCTIONS**

- 6.1. Bid prices should include all costs and applicable taxes, and / or any additional costs that the bidder may have. The price must be fixed unless there is a statutory price increase for the duration of the contract.
- 6.2. The onus / responsibility lies with the bidder to ensure that they have taken all the costs and escalations into consideration when compiling bid prices.
- 6.3. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying and/or adding the unit price and quantity, the unit price shall prevail. If the bidder does not accept the correction of errors, its bid may be rejected.
- 6.4. Unit price must be aligned to the quantities and sizes per item.
- 6.5. The total bid price must be transferred SBD 3.1 document.

7. **LOCALITY**

Documentary proof from a third party - municipal account/letter or Local Authority Letter or a signed valid lease agreement must be submitted to corroborate the physical address of the business as indicated on **SBD 1**. Lease agreement must be signed six (6) months prior to the advertisement date of the bid. If the Lease Agreement is less than six (6) months, then the previous lease agreement must also be submitted. Physical inspection will be conducted to confirm business location of the bidder.

8. **NEGOTIATIONS**

The department reserves the right to negotiate price with recommendable bidders.

9. **BRIEFING SESSION**

There will be no briefing session for this bid.

10. **CONFIDENTIALITY**

All documents and data provided under this contract shall remain the property of the department and shall be treated as confidential.

11. PAYMENTS

Payments shall be made in terms of the Public Finance Management Act (Act no 1 of 1999) and other related Acts.

12. BID VALIDITY PERIOD

All bids submitted by the bidders must be valid for a period of **180 days** from the closing date.

13. ADDRESS AND DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals/Bids by bidders must be hand deposited into:

**Silver Tender Box,
Evridiki Towers,
Department of Economic Development, Environment and Tourism
19 Biccard Street
Polokwane**

NB: The Department will record all bid proposals received by the deadline.

14. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder

15. DELIVERY ADDRESS AND PACKAGING OF UNIFORM

15.1. The department requires that the appointed bidder to provide samples of each of the items to be procured for quality assurance prior certification by the Department and subsequent mass production.

15.2. Thirty (30) Days delivery from issuing of Purchase Order

15.3. DELIVERY ADDRESS:

Gani House
90 Bok Street
Polokwane

15.4. PACKAGING OF THE UNIFORM

Service Provider is required to package the uniform per Nature Reserve and per officials as per the list that will be only provided to the winning bidder and will ensure that:

- Each official's uniform package must contain forty-two items (42) in respect to the first consignment in year one (1);
- Each package must be labelled in the official's name (list officials with be provided to the winning bidder).

16. ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Technical/Specification Enquiries	Bidding Process
Mr. Musetsho N Deputy Director: Provincial Protected Areas Management Tel: (015) 293 8617 Cell: 082 901 1493 Email: MusetshoN@ledet.gov.za	Ms. Makhubele VM Supply Chain Management Tel: (015) 293 8852 Cell: 083 649 0624 Email: MakhubeleVM@ledet.gov.za