



**Western Cape
Government**

Community Safety

FINANCE: Supply Chain Management

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DCS01/2022-2023

REQUEST TO BID

DEPARTMENT OF COMMUNITY SAFETY

**MANUFACTURING AND SUPPLY OF SECURITY UNIFORMS AND
CONCIERGE UNIFORM FOR A PERIOD OF 36 MONTHS**

CLOSING DATE: 14 DECEMBER 2022 @ 11H00

VALIDITY: 120 Days

- PLEASE NOTE THAT IT IS REQUIRED THAT ALL BIDDERS BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) AND ON THE WESTERN CAPE SUPPLIER EVIDENCE BANK (WCSEB).
- To complete your CSD registration please log onto <https://secure.csd.gov.za/Account/Login>
- To complete registration on WCSEB please log onto <https://www.westerncape.gov.za/provincial-treasury/tenders/supplier-databases>

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Note: The compulsory standard bid documentation and the mandatory documentation must be submitted by the closing date and time. Failure to submit the documentation and appendices by the closing date and time will result in the Bid being invalidated.

1.1. Compulsory Standard Bid Documentation

- 1.1.1. CBD 1: Invitation to Bid
- 1.1.2. CBD 3.1: Pricing Schedule – firm prices (purchases); (Choose applicable WCBD 3
- 1.1.3. CBD 3.3: Pricing Schedule (professional services)
- 1.1.4. CBD 4: Declaration of interest; Bidders Past SCM Practices and Independent Bid Determination
- 1.1.6 CBD 5: National Industrial Participation Programme.
- 1.1.7 Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied
by a valid certified B-BBEE Status Level Verification Certificate as issued by SANAS
accredited service, Accredited Registers Auditors. Submission of fully complete:

- 1.1.8 SBD 6.2 Declaration Certificate for Local Production and Content for Designated Sectors (if applicable)
- 1.1.9 SBD 8
- 1.1.10 SBD 9
- 1.1.11 Proof of registration or Summary Report on the Centralised Supplier Database (CSD)/ proof of application to CSD
- 1.1.12 Proof of registration or application on WCSEB.

SPECIFICATIONS

SECTION A

1. SPECIAL INSTRUCTIONS TO BIDDERS:

- 1.1. All Bidders **MUST** attend a compulsory briefing session to be held on Wednesday **30 November 2022 at 11H00**. Registration will start at 10H00 and doors will close promptly at 11H00. No late comers will be permitted to attend. This session will provide bidders with an opportunity to obtain clarity on certain aspects of the process as set out in this document and to address any substantial issues they might have regarding the bid.
- 1.2. Record of attendance at the compulsory briefing session will be kept as well as a record of the documentation issued at the briefing session.
- 1.3. An attendance certificate will be issued at the briefing session to each Bidder in attendance and this certificate **MUST** be attached to all bids submitted.
- 1.4. Any Bidder not attending the compulsory briefing session will not be considered for this bid and as such will be disqualified.
- 1.5. Bidders are required to complete the standard bid documentation (WCBID documentation) in full, which will form part of the bidding documentation and submit on the closing date and time. Failure to do so will invalidate your Bid.
- 1.6. Bidders **MUST** submit their bids on the closing date, 14 December 2022 by **11H00**, in the tender box for the Department, which is situated at the entrance of the Ground Floor, 35 Wale Street, Cape Town. Under no circumstances will late bids be accepted.
- 1.7. Where bids are not able to fit in the tender box, Bidders are to request the security on the Ground Floor of 35 Wale Street to contact Ms Lizanne Martins (021) 483 5712 or Ms Raylene Pike on (021) 483 4415 to place the bid in the tender box.
- 1.8. The validity period for all bids are 120 (one hundred and twenty) days from the closing date for the submission of bids referred to in clause 1.6 above.
- 1.9. The Department will assess each bid based on its viability and feasibility.
- 1.10. The Department may at any given time request further information from the Bidder by means of a formal written request signed by the Deputy Director: Supply Chain Management
- 1.11. Where information is requested, Bidders will have 2 (two) Business Days to supply the information requested via email in PDF format to the Department. Where information exceeds 3MB (three megabytes) a hard copy of the document must be delivered to the Head of Supply Chain Management or the Director: Finance.

- 1.12. All additions to the proposal documents i.e., annexures, supporting documentation pamphlets, photographs, technical specifications, and other support documentation relating to the specifications must be neatly bound and indexed.
- 1.13. All responses regarding questions posed in the annexures attached herewith must be answered.
- 1.14. Bidders shall provide full and accurate answers to the mandatory questions posed in the specification, and, where required explicitly state either "YES or NO" regarding compliance with the requirements. Failure to do so will invalidate your bid.
- 1.15. Bidders must substantiate their response to all questions, including full details on how their offers will address the requirements of this bid.
- 1.16. Proposals received later than the date and time stipulated in the tender document will not be considered but will be returned back to the company unopened.
- 1.17. The Department reserves the right to have the tender awarded wholly, partially or retract and terminate the bidding process during any stage prior to award.
- 1.18. The Department reserves the right to disqualify a bidder should it be found that information disclosed during the bidding process was inaccurate and/or where such information was a misrepresentation on the part of the bidder.

2. DEFINITIONS

- 2.1 "BBBEE" means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;
- 2.2 "BBBEE Act" means the Broad Based Black Economic Empowerment Act 53 of 2003;
- 2.3 "Bidders" means any party submitting or intending to submit a bid;
- 2.4 "Business Day" means any day other than a Saturday, Sunday, or statutory public holiday in the Republic of South Africa;
- 2.4 "DTIC" means Department of Trade Industry and Competition;
- 2.5 "Calendar Day" means any day of the week and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;
- 2.6 "CMT" means the Cut Make Trim
- 2.7 "CSD" Central Supplier Database
- 2.8 "Department" means the Department of Community Safety;
- 2.9 "GCC" means the General Conditions of Contract which form part of the Bid Documents;
- 2.10 "SCC" means the Special Conditions of Contract;
- 2.11 "PPPFA" means Preferential Procurement Policy Framework Act 5 of 2000;
- 2.12 "SABS" means the South African Bureau of Standards

- 2.13 **"SANS"** means the South African National Standard
- 2.14 **"SLA"** means the Service Level Agreement entered into between the successful Bidders and the Department and "contract" and "agreement" will have a corresponding meaning;
- 2.15 **"Service Provider"** means the successful Bidders to which the bid is awarded and accepted;
- 2.16 **"Specifications"** means the bid specification which will be provided to all Bidder at the briefing session;
- 2.17 **"VAT"** means value-added tax;
- 2.18 **"WCG"** means the Western Cape Government;
- 2.19 **"WCSEB"** means the Western Cape Supplier Evidence Bank; and

CONTACT PERSONS

- DTIC – Mrs Patricia Khumalo (012) 394 1390 or Ms Belinda Pick 012 394 5480
- DTIC: Emails:
KhumaloP@thedtic.gov.za / cmatidza@thedtic.gov.za / MMasinga@thedtic.gov.za
Bpick@thedtic.gov.za
- Tender Related Enquiries – Ms Lizanne Martins (021) 483 5712 or Ms Raylene Pike on (021) 483 4415
- Submission of Sample - Ms Lizanne Martins (021) 483 5712 or Ms Raylene Pike on (021) 483 4415
- Sample to be delivered at: 35 Wale Street, 4th Floor, Cape Town CBD
- Specification Enquiries - Ms Chrizelda Buys (021) 483 7830 or Ms Mamosadi Mpengesi (021) 483 0692

3. LOCAL PRODUCTION AND CONTENT

- 3.1. Please note that only locally produced goods or locally manufactured goods with a stipulated minimum threshold (100% for Textile, Clothing, Leather, and Footwear) for local production and content (refer to paragraph 3 of the WCBD 6.2 bid document) will be considered. Please find attached WCBD 6.2 document that needs to be completed and submitted with the Price Breakdown. In the case where goods are not manufactured locally, suppliers are then required to obtain authorisation from The Department of Trade Industry and Competition (DTIC). A letter (Contents below) should be sent to DTIC requesting authorisation for utilising imported content before the closing date and time of this event. In the case where goods are 100% imported proof (confirmation letter from the manufacturer) needs to be submitted to support the WCBD 6.2.
- 3.2. Also, if the supplier indicates that goods are 100% local content and manufactured the supplier must submit a letter from the manufacturing party to clearly indicate that the garment is manufactured, and materials are sourced within South Africa. Supplier to clearly indicate the following:
- Where is the cotton fibre coming from?
 - The certificate to highlight if a portion of cotton will be imported since SA does not have enough capacity

- Who will be spinning the yarn?
- Who will be knitting, dyeing, and finishing the fabric?
- The textile dyes and chemicals will be imported since there is no local manufacturer
- Who will be doing the CMT or the sewing of the garments?

3.3. If the above is not met the supplier must apply for exemption from DTIC. Suppliers are encouraged to request exemption as soon as possible and not delay the process, so that the DTIC has sufficient time to respond.

No bid will be accepted without a DTIC exemption/authorisation letter for imported raw materials.

Please be reminded that the dtic has a 48-hour turnaround time for Clothing, Textile, Footwear and Leather exemption requests.

Please note that suppliers cannot submit previous supporting letters or exemption letters, especially where the DTIC have not granted exemption for CMT. Also, if the supplier indicates that it is 100% local content and manufactured the supplier must submit a letter from the manufacturing party to clearly indicate that the garment is manufactured, and materials are sourced within South Africa.

Please furnish the following details in your company letterhead for each tender you wish to participate in:

1. Tendering Authority.
2. Tender No.
3. Tender Item specification and quantity.
4. Closing date.
5. Company Name.
6. Company physical address.
7. Full name of company representative.
8. List of items/components for import authorization.
9. Supporting letters from local sub-suppliers and manufacturers.

NB: Supporting documents from manufacturers must not be older than 6 months.

Bidders are invited forward the information to Mrs Patricia Khumalo obtain an exemption for clothing, textile, and footwear, and you may contact her on 012 394 1390, KhumaloP@thedtic.gov.za/ cmatidza@thedtic.gov.za/ MMasinga@thedtic.gov.za

Bidders are invited to contact Ms Belinda Pick at the DTIC to obtain an exemption/authorisation letter for imported raw materials. Contact details for Belinda Pick – Bpick@thedtic.gov.za and 012 394 5480

The request of the letter should be submitted to DTIC before the closing date and time of the bid.

4. PRICE & QUANTITIES- To include:

- 4.1. Delivery costs must be included or incorporated in the unit price – (Anticipated orders/deliveries annually or as the need is identified within the department – bulk orders or individual orders may be requested by the Department).
- 4.2. Bidders are required to provide labourers and equipment for the offloading during delivery.
- 4.3. Detailed Pricing schedule to show ONE price per item per sizes over the 36 month period. All increases relating to the textile and clothing industry that may impact on the offer must be taken into account and demonstrated in the price break down for the full duration of the 36 month period by the bidder.
- 4.4. The total price quoted must be an all-inclusive price reflecting transport costs, labour costs, operational costs and administrative costs; inclusive of VAT (where applicable).

Refer to detailed description of each item in Annexure X

HERE BELOW IS THE SPECIFICATIONS OF THE SECURITY UNIFORMS FOR FEMALE AND MALE:

Item	Year 1	Year 2	Year 3	Quantity for 36 Months
Long sleeve shirt	400	160	160	720
Short sleeve shirt	400	160	160	720
Trousers	240	160	160	560
Lady skirts	51	34	34	119
Lady Slacks	14	14	14	42
Long Socks	400	400	400	1200
Short Socks	400	400	400	1200
Long sleeve jersey	80	80	80	240
Sleeveless jersey/Pullover	80	80	80	240
Tie (Men)	63	0	63	126
Bowtie (Ladies)	17	0	17	34
Belt	80	0	80	160
Shoes (Men)	80	80	80	240
Shoes (Ladies) Court Shoe	17	17	17	51
Shoes (Ladies)Parabellums	17	17	17	51
Rain Suit	80	0	80	160
Beanie	80	0	0	80
Jacket	80	0	80	160
Peak Cap	80	0	0	80

Combat Trouser	160	0	0	160
Combat Boots	80	0	0	80
Combat Belt	80	0	0	80

HERE BELOW IS THE SPECIFICATIONS OF THE UNIFORMS FOR FEMALE AND MALE: CONCIERGE

Item	Year 1	Year 2	Year 3	Quantity for 36 Months
Female Blouses	60	60	60	180
Female Jackets	40	40	40	120
Female Slacks	40	40	40	120
Female Scarfs	20	20	20	60
Male Jackets	40	40	40	120
Male Trouser	40	40	40	120
Male Shirts	60	60	60	180
Female Shoes	20	20	20	60
Male Shoes	20	20	20	60
Male Tie	20	20	20	60
Socks	100	100	100	300
Belt	20	20	20	60

HERE BELOW IS THE SPECIFICATIONS OF THE UNIFORMS FOR FEMALE AND MALE: CONTRACT MANAGEMENT JACKET

Item	Year 1	Year 2	Year 3	Quantity for 36 Months
Female & Male Jacket	10	0	10	20

5. SUBMISSION OF BIDS

- 5.1. Very important: Bidders are required to submit one (01) original bid document.
- 5.2. The Department may request clarification regarding any aspect of the bid. The bidder must supply the requested information within two (2) business days or unless otherwise indicated after the request has been made; otherwise, the bidder may be disqualified.

6. SAMPLES

- 6.1. The award of this bid is subject to approval of samples.
- 6.2. **SAMPLING PHASES:**
 - 6.2.1 **Unbranded Sample evaluation (Compliant bidders):**
 - 6.2.2 Once the bid sample is compliant bidders will be contacted and required to provide a sample (which corresponds with the specifications as advertised, submitted quotes should also correspond with the advertised specifications and sample) within 5 BUSINESS Days upon receipt of email request.

- 6.2.3 Bidders who are requested to submit samples will submit to the following address and the sample register must be signed: Ground Floor, 35 Wale Street, Cape Town
- 6.2.4 Samples must be marked clearly with your company details and contact number alternatively a business card may be attached to the plastic sleeve you will be providing your sample in.
- 6.2.5 All samples received and delivered will be retained for evaluation purposes until the bid has been awarded.
- 6.2.6 After the award of the bid all unsuccessful bidders will be informed in writing and shall be required to ensure that samples are collected from the Department within 10 business days. Failure to collect the samples within the stipulated timeframe will result in the samples becoming the property of the Department.
- 6.2.7 Mass production can only commence AFTER sample approval was granted. The successful bidders' sample will be retained until the first order is delivered.
- 6.3 Bidders who are requested to submit samples must ensure that:
 - 6.3.1 samples are placed in a sealed container and that it reached this office in a sealed container
 - 6.3.2 samples are submitted within five (5) working days from date of request, and not later than 15:00 on the fifth working day;
 - 6.3.3 The container must be properly marked with the name and address of the bidder.
 - 6.3.4 Samples must be submitted individually in sealed packaging clearly indicating the company name and description of the item. All items must be placed in a clear plastic bag with the **SABS** manufacturing certificate and DTIC letter (Where applicable).
 - 6.3.5 A list of the contents must be handed to the dedicated official of the Department mentioned above.
 - 6.3.6 Bidders must supply only one size of each item upon request, at no cost to the Department.
 - 6.3.7 Samples are delivered at 35 Wale Street, 4th Floor, Cape Town CBD for attention Ms Lizanne Martins (021) 483 5712 or Ms Raylene Pike on (021) 483 4415.
 - 6.3.8 The successful bidder's sample will be retained at the office of the Department of Community Safety to compare the final delivered items to the samples submitted.
- 6.4 It is a condition of this tender that the successful bidder submit a sample of a finished product tested by **SANS**, at own cost before mass production commenced. Both samples mentioned in 6.2.9 and 6.3 will be used for evaluation purposes. Final award of the bid will be subject to sample approval in accordance with the SABS Certificate submitted with the bid, verifying the validity of the SABS certificate together with the sample submitted.
- 6.5 After the award of the bid all unsuccessful bidders will be required to ensure that samples are collected from the Department within 10 working days. Failure to collect the samples within the stipulated timeframe will result in the samples becoming the property of the Department.

7. ITEM SPECIFIC REQUIREMENTS

- 7.1 The uniforms shall be free from defects that affect their appearance or may affect serviceability (or both) and from marks, spots and stains incurred in the making up. All fusing shall be resistant to washing, shall have a uniform finish and shall be free from strike-back, strike-through, unbounded areas, and other imperfections (e.g., blisters, ripples)
- 7.2 Seams and stitching shall be smooth and free from wrists, pleats and puckers and shall be sufficiently extensible to obviate seam cracking and undue shrinkage in use. All ends of sewing shall have been trimmed and loose threads removed. The garment shall be of uniform and acceptable make, colour and finish, and the matching of the shades of the component parts of each garment shall be of such as to be acceptable.
- 7.3 The successful bidder must supply a **SABS** certificate of compliance of all items, at own cost. The successful bidder must do the physical measurements of the individuals annually AT A DATE AND TIME CONFIRMED BY THE DEPARTMENT at the WCG buildings within the Cape Metropole to

ensure correct sizes for production and order purposes.

- 7.4 Contact persons for anything has to do with procurement: Mamosadi Mpengesi 021 483 0692, Chrizelda Buys 021 483 7830.
- 7.5 A label, indicating the caring instructions, must be sewn at an appropriate space onto each garment.

8 EXCHANGES

- 8.1 It must be allowed for unused/unworn items to be exchanged (sizes) 3 months after the delivery date.
- 8.2 Timelines for exchanges will be managed as per the capability assessment information submitted by successful bidder.
- 8.3 Defect items on delivery must be collected by the service provider and exchanged within 5 working days.

9 THE DEPARTMENT RESERVES THE RIGHT:

- 9.1. To verify any information supplied by the Bidders.
- 9.2. Not to appoint any of the Bidders.
- 9.3. To cancel or withdraw this bid at any time without attracting any penalties or liabilities.
- 9.4. To appoint one or more bidders, depending on the outcome, to separately or jointly be responsible for the manufacturing and supply of security uniform to the Department, meaning the Department reserves the right to award this Bid per line (item) or per case.
- 9.5. To disqualify a bidder should it be found that information disclosed during the bidding process was inaccurate and/or where such information was a misrepresentation on the part of the bidder.
- 9.6 During any stage of the evaluation process to request samples for validation/verification against the SABS certificates provided.

10 SERVICE LEVEL AGREEMENT (SLA)

- 10.1 The successful bidder will be required to sign a SLA with the Department.
- 10.2. The successful bidder will be required to meet with the Department to finalise the SLA and the start date thereof.
- 10.3. The content of the SLA will be comprehensive and will include all documents that will be used to monitor, evaluate and indicate any penalties as agreed upon by both parties.
- 10.4. The content of the Service Provider's bid will form part of the SLA together with the GCC which is attached hereto.
- 10.5. Should the SLA not be concluded on or before the successful bidder is required to commence the services in which case the terms and conditions as set out in the bid response (to the extent that it does not conflict with the Specifications), bid documentation, Specifications and GCC will constitute the agreement, until such time as the SLA is signed.

11 EVALUATION PHASES

- 11.1 The successful bidder must comply with all legislation, regulations, government notices and policies relevant to the clothing industry as well as comply with the Department's terms and conditions including those specified in the SLA and the Specifications.
- 11.2 Bids will be deemed to be unacceptable by the Department when failing to comply with each phase of the evaluation process. Bidders that do not pass a phase will not continue to the following phase, or phases as the case may be.
- 11.3 The bid documents received will be evaluated based on phases one (1) to five (5) in order to arrive to the final phase of bid award and the phases will be as follow:

12 **PHASE ONE (01): MANDATORY / MINIMUM REQUIREMENTS SCREENING**

*In this phase All bids received will be verified for **compliance** and **completeness** of the submitted proposal per the below set of mandatory requirements. Bidders who fail to provide / comply with the below requirements WILL be eliminated and bidders who provide / comply with the below progresses to the next phase of technical evaluation.*

- 12.1 Bid forms must be properly received on the bid closing date and time specified on the invitation, fully completed, dated, and signed in ink.
- 12.2 Submission of the bid document must be bound and is without tearing any pages off.
- 12.3 Invitation to Bid (WCBD 1) must be fully completed.
- 12.4 The bidder must ensure that they are Tax Compliant from the date of closing of the bid until the award. The Department will allow 7 days from the bid closing date to respective bidders who already made necessary arrangements with SARS to comply (**Attach proof as obtained from SARS Branch**).
- 12.5 Submission of fully completed Pricing Schedule (Purchases – Goods - WCBD 3)
- 12.6 Submission of fully completed WCBD 4 (Declaration of Interest),
- 12.7 Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by certified B-BBEE Status Level Verification Certificate as issued by SANAS accredited service, / or original Sworn Affidavit-B-BBEE Exempted Micro Enterprise (Attached).
- 12.8 WCBD 6.2: Declaration certificate for local production and content for designated sectors. Must be completed for all items bidding on.
Annexure – C: Local Content Declaration - Summary Schedule
Annexure – D: Imported Content Declaration - Supporting Schedule to Annex C
Annexure – E: Local Content Declaration - Supporting Schedule to Annex C
- 12.9 The submission must be accompanied by all valid SABS, DTIC certificates related to the bid in question.
- 12.10 All responses (Bids Submitted) that will not meet the required minimum threshold of **100%** for local content as stipulated in the specification and or less than will be disqualified – see WCBD 6.2 for Local Content.
- 12.11 If the raw materials or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTIC should there be a need to import such raw material or input

- 12.12 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of bid.
- 12.13 Business Registration Certificate e.g., CK 1, certificate of incorporation and Identification document of directors / shareholders (certified copies)
- 12.14 Certified copy of a B-BBEE Certificate / Original Sworn Affidavit – B-BBEE Exempted Micro Enterprise.
- 12.15 Proof of registration on Western Cape Supplier Evidence Bank (WCSEB) / proof of registration (certified copy) on the Centralised Supplier Database (CSD) / proof of application to the WCSEB or CSD.

NB: All bidders who complied with the mandatory / minimum requirements i.e., Phase 1, will progress to Phase 2: Mandatory Evaluation for further evaluation per the below set criteria.

13 PHASE TWO (2): MANDATORY EVALUATION (APPENDICES)

- 13.1 Bidders **MUST** attach the following **VALID** documentation, **FAILURE OF WHICH WILL DISQUALIFY THE BID:**

- 13.10.1 **Appendix A:** Briefing Session Certificate (ORIGINAL)
- 13.10.2 **Appendix B:** Valid SABS Capability Report (CERTIFIED COPY)
- 13.10.3 **Appendix C:** List of three (3) references
- 13.10.4 **Appendix D:** SABS certificate
- 13.10.5 **Appendix E:** Cost structure of all items for each year
- 13.10.6 **Appendix F:** Company Profile
- 13.10.7 **Appendix G:** Execution Plan

14 PHASE THREE (3): TECHNICAL EVALUATION CRITERIA FOR EVALUATION OF SAMPLES

- 14.1. In this phase all the bids that comply to **PHASE TWO (2)**, submitting all mandatory documents required will progress to **PHASE THREE (3)**.
- 14.2. All SABS Certificates submitted in **PHASE TWO (2)** to be verified by the Technical Team.
- 14.3. Technical Specifications to be evaluated by the Technical Team in terms of Annexure X.
- 14.4. Evaluation will be based on Quantity and Quality which will be 20% and 80% respectively. Quantity being the number of items bidders have submitted prices on and Quality the standard of the actual item along with SABS certificate.
- 14.5. Bidders who score 70% and more in terms of the specifications in terms of Annexure X will progress to the next phase of the evaluation.

15 PHASE FOUR (4): CAPABILITY ASSESSMENT OF SERVICE PROVIDER

ASSESSMENT PURPOSE

- 15.1 The objective of Phase 4 is to evaluate the bidder's capability to render the goods and service over the term of the contract.

Each bidder must provide an executive summary highlighting the following criteria in Support of their bid.

DISCRIMINATORY CRITERIA

15.2 Each bidder must provide an executive summary of the following criteria in support of their bid:

- 15.2.1 Proven relevant experience
- 15.2.2 Execution Plan

DISCRIMINATORY CRITERIA POINTS:

The Discriminatory Criteria will be based on the following:

No	Criteria	Weight
	In terms of evaluating the proposals from interested parties, the 100 points for functionality will be according to the following focus area:	
1.	Proven relevant experience of the company: Number of years in supply, packing and transporting of relevant/similar products/ services. Submit proof of minimum of 12 months' experience relating to the manufacturing of uniforms. (i.e., photos, samples, and references (minimum of 2), etc.	25
2.	Execution Plan Bidders must submit a comprehensive detailed execution plan, indicating the intended management of the contract. Example: Plan on how and when physical measurements will be taken (lead times), delivery, collection, how exchanges/ replacement of defective items will be dealt with.	75
TOTAL		100

NB: Qualification Threshold – Bidders must achieve 60% and above for consideration to the next phase of Preference Point System. Bidders who fail to achieve minimum threshold of 60% of the requirements WILL be eliminated and bidders who comply with the below progresses to the final phase of Sampling evaluation.

15.13 GUIDELINES FOR EVALUATION OF DISCRIMINATING CRITERIA:

NO	FUNCTIONALITY ASSESMENT	WEIGHTING
1.	Proven relevant experience	25
1.1	Number of years in manufacturing of uniforms, supplying and delivering of goods and services of a similar nature i.e., Reference letters / Testimonial letters from previous or current client Scoring: Business performance in the last 12 months in this relevant field = 25 Business performance in supplying a field other than the relevant field = 15 No business performance = 0	25

NO	FUNCTIONALITY ASSESMENT	WEIGHTING
2.	Execution plan	75
2.1	<p>Detailed Plan on</p> <p>indicating the intended management of the contract. Example: Example: Plan on how and when physical measurements will be taken (lead times), delivery, collection, how exchanges/ replacement of defective items will be dealt with</p> <p>Scoring:</p> <p>Lead time 2-3 business days = 5</p> <p>Lead time more than 3 business days = 2</p>	5
2.2	<p>Project plan of how order will be managed i.e., Detailed project plan with the following headings:</p> <ol style="list-style-type: none"> 1. Project scope (goals, deliverables, activities, and milestones 2. Resources required and resource allocation (Number of personnel i.e., roles and responsibilities, equipment and materials needed) 3. Project Risks (Heading 1: identify risks, heading 2: categorize and prioritize each risk, heading 3: likelihood of risks occurring, heading 4: impact if risk should occur, heading 5: practical steps for mitigation of risks, Heading 6: contingency plan with timeframe) 	<p>20</p> <p>10</p> <p>15</p>
2.3	<p>Plan for management of defective items with the following headings:</p> <ol style="list-style-type: none"> 1. Name and contact details of 2 persons responsible for dealing with defective items/specific order i.e., telephone number and e-mail addresses <p>Scoring:</p> <p>Name and contact details (telephone number and e-mail address) of 2 persons = 5</p>	5

NO	FUNCTIONALITY ASSESMENT	WEIGHTING
	<p>Name and contact details (telephone number and e-mail address) of 1 person = 3, Incomplete details = 1, No contact details = 0</p> <p>2. Lead time to replace items found to be defective upon delivery Scoring: All items with lead times of 1 - 3 business days = 5 All items with lead times of more than 3 business days = 1 No lead time = 0</p> <p>3. Lead time to collect and replace defective items (all as listed in the bid) that is within guarantee period Scoring: Lead time for defective items (all as listed in the bid) 5 business days = 5 Lead time more than 5 business days = 0</p> <p>4. Company criteria for replacement of defective items that is within the guarantee period Scoring: Company criteria indicated = 5 No requirements listed = 0</p>	<p>5</p> <p>5</p> <p>5</p>
2.4	<p>Distance from bidder's premises to Cape Town CBD (exchange purposes)</p> <p>Scoring: Bidders premises within the Western Cape = 5 Bidders premises outside of the Western Cape = 2</p>	5

15.13.1 **Proven relevant experience (Manufacturing and supply of uniforms):** Shall be evaluated out of a total score of twenty-five (25) points as follows:

15.13.2 Twenty-five (25) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date provides sufficient information proving their experience in the Clothing Industry in the last three (3) years.

15.13.3 Twenty-five (25) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date provides sufficient information proving their experience in the Clothing Industry in less than three (3) years.

15.13.4 Zero (0) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date does not provide any documents proving their experience in the Clothing Industry in the last three (3) years.

15.13.2 **Company profile and Execution plan (Appendix F and Appendix G):** Shall be evaluated out of a total score of seventy-five (75) points as follows:

15.13.2.1 Seventy-Five (75) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date provides a comprehensive detailed execution plan as per Appendix F and Appendix G, indicating the intended management of the contract.

15.13.2.2 Thirty (30) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date provides an execution plan that is not detailed and comprehensive as required in Appendix F and Appendix G, indicating the intended management of the contract.

15.13.2.3 Zero (0) points shall be awarded to each bidder who, upon receipt of Bidding documents on the closing date does not provide a comprehensive detailed execution plan as per Appendix F and Appendix G, indicating the intended management of the contract.

NB: Responses to capability assessment will form basis of Service Level Agreement (SLA) and will be subjected to penalties for non-performance.

16 PHASE 5: THE 80/20 PREFERENCE POINT SYSTEMS

16.1 In this phase All bids that meet all the requirements in terms of compliance and completeness, capability assessment and technical evaluation of samples will be evaluated as per the Preferential Procurement Regulation, 2017, pertaining to the Preferential Procurement Policy Framework Act: No 5 of 2000 Preferential Procurement Policy Framework Act.

A maximum of 80 points is allocated for price and 10 points for BBBEE on the following basis:

80/20

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

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

SECTION C

BID NUMBER: _____

SPECIAL CONDITIONS OF CONTRACT

Bidders MUST indicate in the column provided that special conditions have been read, understood, and will be complied with-

YES OR NO

17.1. Workmanship

The garment shall be free from defects that affect their appearance or may affect serviceability (or both) and from marks, spots and stains incurred in the making up. All fusing shall be resistant to washing, shall have a uniform finish and shall be free from strike-back, strike-through, unbounded areas, and other imperfections (e.g. blisters, ripples).

Seams and stitching shall be smooth and free from wrists, pleats and puckers and shall be sufficiently extensible to obviate seam cracking and undue shrinkage in use. All ends of sewing shall have been trimmed and loose threads removed. The garment shall be of uniform and acceptable make, colour and finish, and the matching of the shades of the component parts of each garment shall be of such as to be acceptable.

It is expected that prospective service providers must ensure that full account of compliance to the relevant SABS Textile Standards is maintained and proven.

It is a condition of this tender that the successful bidder submit a sample of a finished product tested by SABS, at own cost before mass production commenced.

The successful bidder must supply a SABS certificate of compliance of each item, at own cost.

The cost of the afore mentioned must be included in the tender price.

Unless otherwise specified, the successful bidder shall unconditionally guarantee the products and workmanship on all products supplied by him/her for a period of twelve (12) months (one year) from date of acceptance of the items delivered, unless otherwise specified herein. If, within the warranty period, any defects or signs of deterioration are noted, which, in the opinion of the Department are due to faulty design of the products, workmanship, upon ratification, the supplier, at supplier expense, shall collect and repair or replace the faulty products or parts to correct the condition, or the successful bidder shall replace the entire unit to the complete satisfaction of the Department.

17.2 Labels

A label, indicating the caring instructions, must be sewn at an appropriate space onto each garment.

17.3 Measurement of Garments

The successful bidder must do the annual physical measurements of the individuals at the WCG buildings within the Cape Metropole as indicated in the "Execution Plan". A name list will be provided by the Department.

Contact persons: Mamosadi Mpengesi (021) 483 0692 and Chrizelda Buys (021) 483 7830.

17.4 Exchanges

It must be allowed for unused/unworn items to be exchanged (sizes) 3 months after the delivery date. Exchanges will be dealt with as indicated by successful bidder in "Execution Plan".

17.5 Late Bids

Late Bids will not be considered.

17.6 WCBD 6.2

Please note that only locally produced goods or locally manufactured goods with a stipulated minimum threshold for local production and content (refer to paragraph 3 of the WCBD 6.2 document) will be considered.

Please find attached WCBD 6.2 document that needs to be completed and submitted with Bid document.

In the case where goods are not manufactured locally, suppliers are then required to obtain authorisation from The Department of Trade Industry Competition (DTIC).

A letter should be sent to DTI requesting authorisation for utilising imported content.

Please furnish the following details on your company letterhead to DTI for each item of the Bid you wish to participate in:

- Tendering Authority
- Tender number
- Tender item specification and quantity
- Closing date
- Company name
- Company physical address
- Full name of company representative
- List of items / components for import authorization
- Supporting letters from local sub-suppliers and manufacturers.

NB: Supporting documents from local sub-suppliers and manufacturers must not be older than 6 months.

Forward the information to Mrs Patricia Khumalo, and you may contact her on (012) 394 1390 or on KhumaloP@thedti.gov.za / cmatidza@thedtic.gov.za / MMasinga@thedtic.gov.za / Contact details for Belinda Pick – Bpick@thedtic.gov.za and 012 394 5480

The letter requesting approval should be submitted to DTIC before the closing date and time. DTIC will respond with a "Letter of Approval" which must accompany the Bidding documents on the closing date and time.

17.9 SABS Certificate

The successful bidder must supply a **SABS** certificate of compliance of all items, at own cost.

17.10 SLA

The award of this bid to the Service Provider is conditional upon the conclusion and execution of the SLA.

17.11 Request for Information

The Department may at any given time request in writing further information from a Bidder for purposes of evaluation and/or adjudication.

17.12 Confidentiality

All information made available to the Service Provider by the Department in connection with this bid and all negotiations in relation to this bid and the SLA shall be regarded as confidential and shall not be made available to any other parties without the prior written consent of the Department.

17.13 Size

Successful bidder to provide size/ measurements taken per official to the Department.

17.14 Packaging

Items to be delivered in a clearly marked individually packaged form i.e., per name of official and Kenny Jacket – in bulk order.

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. packaging, 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.

The packaging, 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, and in any subsequent instructions ordered by the purchaser.

17.15 Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

When all deliverables, as specified in this specification, have been satisfied, payment shall be made within thirty (30) days of receipt of invoice(s). Payment will be made in Rand unless otherwise stipulated

17.16 Breach of Contract

Should a party breach any of the terms and conditions of the contract and remain in such breach for fourteen (14) Calendar Days after receipt of a written notice calling upon it to remedy such breach, then the Party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel the contract.

In the case where the Service Provider remains in breach despite the notice as contemplated by clause 17.1, the Department may impose penalties as contemplated by clause 22 of the General Conditions of Contract (GCC) or claim damages in lieu of penalties.

Notwithstanding the provisions of clauses 17.1 and 17.2, the Department may elect to appoint a third party without notice to render part of the Services at the Service Provider's expense, if the Service Provider fails to render any part of the Services for a period of more than thirty (30) days.

17.17 Termination of Contract

Without prejudice to any other remedies or rights under this Contract, either Party may terminate this Contract by giving thirty (30) days written notice at any time to terminate the Contract.

The Department shall be entitled to terminate the contract forthwith by written notice to the Service Provider if the Service Provider:

- (a) enters into insolvency.
- (b) commits a fraudulent or dishonest act.
- (c) is, through its own actions, prevented from performing its duties for a period exceeding thirty (30) days.

- (d) administrator, administrative receiver, receiver, or receiver manager is appointed in respect of the whole or any part of the Other Party's assets or business or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or
- (e) renders a standard of service which is below the standards set out in the bid specifications and fails to remedy such standards of service within fourteen (14) consecutive days of receiving written notice informing it of such breach.
- (f) in respect of performance after exhausting the escalation process as based per specifications / SLA.

17.18 Consequences of Termination

- If this Contract is terminated for any reason whatsoever the Parties shall co-operate with each other for a smooth transition and handover of the Services to the Department.
- The Price which remains unpaid for Services provided shall remain payable by the Department to the successful bidder up to and including the termination date.
- The successful bidder shall use all reasonable endeavors to transfer all data in accordance with industry standard format (or any format reasonably specified by the Department) relating to the Services including without limitation requests for Services to be undertaken which have not been completed.

17.19 Force Majeur

17.19.1 Neither of the parties shall be liable for a failure to perform any of its obligations insofar as it proves :

- 17.19.1.1 that the failure was due to an impediment beyond its control;
- 17.19.1.2 that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Contract;
- 17.19.1.3 that it could not reasonably have avoided or overcome the impediment or its effects.

17.19.2. An impediment, as aforesaid, may result from events such as the following:

- 17.19.2.1 war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
- 17.19.2.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- 17.19.2.3 explosions, fires, destruction of machines, and of any kind of installations;
- 17.19.2.4 acts of authority, whether lawful or unlawful, part from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of the Contract.

17.19.3. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than sixty (60) Business Days, either of the Parties shall be entitled to terminate the Contract.

17.19.4. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. As soon as practicable following such notification of delay or failure in performance, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the relevant circumstances facilitate the continued performance of this Contract.

17.19.5. Either Party shall give the maximum possible advance warning of prospective industrial action by the other Party's Staff or other industrial disputes likely to affect the performance of this Contract adversely.

17.20 Sub-Contracting

No sub-contracting of work to other companies is allowed for this Contract.

17.21 SABS Capability report

The successful bidder to ensure that the SABS capability report is submitted annually i.e. 30 calendar days after expiry.

17.22 Delivery

The delivery of the items will be the sole responsibility of the successful bidder. The successful bidder will ensure delivery in terms of orders placed and exchanges shall not exceed the stipulated period as identified by the successful bidder in Appendix G of the bid documents.

Orders and exchanges that are delivered after the stipulated period will be subjected to penalties indicated in 17.22 unless an acceptable written notification was received and accepted by the Department.

Deliveries to be done Monday to Friday at no later than 13:00, therefore no deliveries will be accepted after 13:00.

The manufacturing periods must not be longer than five (5) weeks after receipt of an order.

17.23 Penalties

Where the Service Provider fails to render the Services in terms of this Contract, penalties for the failure will be calculated per transgression. Penalties shall be imposed for the following transgressions:

Penalty	Penalty Percentage
Any item delivered not according to SABS standard / retained sample.	3% of specific line item for total order delivered amount
Late delivery – delivery after lead time specified in execution plan (appendix G)	Penalty as specified in General Conditions of Contract par 22.1 calculated on the total order amount x current prime interest
Short delivery of order	Penalty as specified in General Conditions of Contract par 22.1 calculated on the total order amount x current prime interest
Exchanges – not delivered in terms of exchange plan stated in Appendix G	Penalty as specified in General Conditions of Contract par 22.1 calculated on the total order amount x current prime interest

The Department shall inform the Service Provider in writing of the penalties and the value imposed.

The Service Provider shall be required to provide the Department with a credit note in respect of the value of the penalties imposed.

Annexure X

SPECIFICATIONS OF SECURITY UNIFORMS

Below find the detailed specifications of uniforms.

ITEM 1: JERSEYS:

Item no 1.1: LONG SLEEVE JERSEY	Comply YES/NO
1.1.1 V-neck jersey: long sleeve with set in sleeves and shoulder flaps 1.1.2 Colour: Traffic Blue 1.1.3 Fabric: 100% Hi bulk acrylic, 1 x 1 Flat knit 10 gauge 1.1.4 Double welt, blind stitched cuffs and waistband 1.1.5 Woven fabric elbow patches and shoulder flaps to match 1.1.6 Sizes from small to XXXXXL	
Item no 1.2: SLEEVELESS JERSEY/PULLOVER	YES/NO
1.2.1 V-neck jersey (without sleeves): with shoulder flaps 1.2.2 Colour: Traffic Blue 1.2.3 Fabric: 100% Hi bulk acrylic, 1 x 1 Flat knit 10 gauge 1.2.4 Double welt, blind stitched cuffs and waistband 1.2.5 Sizes from small to XXXXXL	

ITEM 2: SHIRTS:

Item no 2.1: LONG SLEEVE SHIRT	YES/NO
2.1.1 Poplin - long sleeve 2.1.2 Fabric: 65% Polyester, 35% cotton 2.1.3 Colour: Mazarine Blue CKS 129-30C 1992 2.1.4 Weight: 115g 2.1.5 Shoulder flaps 2.1.6 Two-piece collar and two breast pockets 2.1.7 2 mitred edged pockets 2.1.8 Pen hole slit in left pocket flap 2cm in length 2.1.9 All sewing shall be done in accordance with SABS 0101 2.1.10 Seven button front including collar button 2.1.11 All buttons to have four holes	

<p>2.1.12 Extra button must be sewn on the garment (spare).</p> <p>2.1.13-Interlining:</p> <p>A fusible interlining that complies with the requirements of CKS 627 for interlining that is suitable for use on garments that will be washed. The mass per unit area shall be such that the interlining is suitable for use in the collar.</p> <p>2.1.14-Threads:</p> <p>The threads shall comply with the relevant requirement SABS 1362. They shall be of a colour that is an acceptable match to the shirting and shall be as follow:</p> <p>(a) Sewing thread: A polyester-and-cotton core-spun thread, or a spun polyester thread.</p> <p>(b) Over locking thread: A crimp-textured polyester thread.</p> <p>2.1.15 - Hems:</p> <p>The hem at the bottom of the shirt and the hem of the cuff shall have finished widths of 15mm and 25mm respectively. All hems shall be turned in and stitched down 2mm from the turned-in edge.</p> <p>2.1.16 - Sleeves:</p> <p>Shall be pail shirt sleeves with a single cuff faced with outer material. Each sleeve shall have at the cuff, one knife pleats, each of the finished depth 20mm. At the hind arm shall be a laid-on placket of the outer material. The finished placket shall be 18cm long (measured to the buttonhole) and its width shall be 25mm.</p> <p>2.1.17 - Cuffs:</p> <p>Each cuff shall have one button. Shall have a depth of 65mm and shall be interlined with interlining. Cuffs shall have blunted corners.</p> <p>2.1.16 Collar, cuffs, pocket flaps and shoulder flaps to be top stitched</p> <p>2.1.17 Sizes: 28 to 52</p>	
Item no 2.2: SHORT SLEEVE SHIRT	YES/NO
<p>2.2.1 Poplin – short sleeve with French cuffs</p> <p>2.2.2 Fabric: 65% Polyester, 35% cotton</p> <p>2.2.3 Colour: Mazarine Blue CKS 129-30C 1992</p> <p>2.2.4 Weight: 115g</p> <p>2.2.5 Shoulder flaps</p> <p>2.2.6 Open glad neck collar (collar top stitched) and two breast pockets</p>	

<p>2.2.7 2 mitred edged pockets</p> <p>2.2.8 Pen hole slit in left pocket flap 2cm in length</p> <p>2.2.9 All sewing shall be done in accordance with SABS 0101</p> <p>2.2.10 Six button front</p> <p>2.2.11 All buttons to have four holes</p> <p>2.2.12 Extra button must be sewn on the garment (spare).</p> <p>2.2.13 - Interlining:</p> <p>A fusible interlining that complies with the requirements of CKS 627 for interlining that is suitable for use on garments that will be washed. The mass per unit area shall be such that the interlining is suitable for use in the collar.</p> <p>2.2.14 - Threads:</p> <p>The threads shall comply with the relevant requirement SABS 1362. They shall be of a colour that is an acceptable match to the shirting and shall be as follow:</p> <p>(a) Sewing thread: A polyester-and-cotton core-spun thread, or a spun polyester thread.</p> <p>(b) Over locking thread: A crimp-textured polyester thread.</p> <p>2.2.15 - Hems:</p> <p>The hem at the bottom of the shirt and the hem of the cuff shall have finished widths of 15mm and 25mm respectively. All hems shall be turned in and stitched down 2mm from the turned-in edge.</p> <p>2.2.16 - Style:</p> <p>The shirt shall have a laid-on buttonhole stand. Short sleeves with French cuffs. Seven buttons fastening and a two-piece collar with shoulder flaps. Side seams and the bottom hem shall be straight.</p> <p>2.1.17 - Cuffs:</p> <p>Shall be plain shirt sleeves with a plain cuff.</p> <p>Collar, cuffs, pocket flaps and shoulder flaps to be top stitched</p> <p>Sizes from 28 to 52</p>	
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ITEM 3: TROUSERS AND SKIRTS

Item no 3.1: TROUSERS - MALE	YES/NO
<p>3.1.1 Fabric: 55% Polyester, 45% New Wool</p> <p>3.1.2 Colour: Mazarine Blue CKS 129-30C 1992 (Traffic Blue)</p> <p>3.1.3 Weave pattern: Plain</p> <p>3.1.4 Mass per m²: 280g</p> <p>3.1.5 Plain waistband with seven 70mm belt loops</p> <p>3.1.6 Rubberised waistband insert and reinforced edges</p> <p>3.1.7 Nylon zip fly with French bearer</p> <p>3.1.8 The two side pockets must slant; one jettied hip pocket with button and a fob pocket.</p> <p>3.1.9 Pocket inner to be colour of the trouser (not white)</p> <p>3.1.10 Woven polyester/cotton pocketing shall be used throughout.</p> <p>3.1.10 The trouser shall have a 30mm inlay at each side of the back seam.</p> <p>3.1.11 Chain stitching used on seat and side seam for extra strength,</p> <p>3.1.12 All stress points to be bar tacked throughout.</p> <p>3.1.13 Finished blind stitched bottoms</p> <p>3.1.14 Sizes from 28 to 52</p>	
Item no 3.2: TROUSERS: FEMALE	YES/NO
<p>3.2.1 Fabric: 55% Polyester, 45% wool</p> <p>3.2.2 Colour: Mazarine Blue CKS 129-30C 1992 (Traffic Blue)</p> <p>3.2.3 Weave pattern: Plain</p> <p>3.2.4 Mass per m²: 280g</p> <p>3.2.5 Flat front classic style</p> <p>3.2.6 Zip fly</p> <p>3.2.7 Two slanted side pockets</p> <p>3.2.8 Woven polyester/cotton pocketing shall be used throughout</p> <p>3.2.9 Semi elastic waistband with seven 70mm belt loops</p>	

3.2.10 The waistband shall be fully clothed inner and outer with an inner fused liner	
3.2.11 The bottom of the trouser to be hemmed.	
3.2.12 The seat and side seams shall be chain stitched	
3.2.13 The seat to have 3-4cm allowance for alterations	
3.2.14 All stress points to be bar tacked.	
3.1.15 Sizes from 28 to 52	
Item no 3.3: LADIES SKIRTS	YES/NO
3.3.1 Fabric: 55% Polyester, 45% wool (alternative Polyester Tetrex)	
3.3.2 Colour: Mazarine Blue CKS 129-30C 1992 (Traffic Blue)	
3.3.3 Weave pattern: Plain	
3.3.4 Mass per m ² : 280g	
3.3.5 Self-material waistband	
3.3.6 Nylon zip fly with button back	
3.3.7 3 panel with kick pleat at the back	
3.3.8 Lining zip at seat	
3.3.8 Finished blind stitched bottoms	
3.3.9 Sizes from 28 to 52	
Item no 3.4: COMBAT TROUSERS	YES/NO
3.4.1 Fabric: 50% polyester, 50% cotton	
3.4.2 Colour: Air Force Blue	
3.4.3 Patch pocket on left leg with Velcro flap	
3.4.4 Fob pocket on right front	
3.4.5 75mm loops	
3.4.6 Two straight side pockets	
3.4.7 One hip pocket with Velcro closure	
3.4.8 Self-material pocketing and waistband	
3.4.9 permanent seems front and back	

3.4.10 Draw cords at bottom of leg	
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ITEM 4: SOCKS

Item no 4.1: SHORT SOCKS	YES/NO
4.1.1 Male/Female	
4.1.2 Fabric: Nylon/wool blend - 80/20	
4.1.3 Colour: Traffic Blue (Air force blue)	
4.1.4 Bio-guard treated to prevent fungal growth and odour	
4.1.5 Half hose sock	
4.1.6 Reinforced heel and toe	
4.1.7 Shrink free	
4.1.8 Sizes: Fit all	
Item no 4.2: LONG SOCKS	YES/NO
4.2.1 Male/Female	
4.2.2 Fabric: Nylon/wool blend - 80/20	
4.2.3 Colour: Traffic Blue	
4.2.4 Bio-guard treated to prevent fungal growth and odour	
4.2.5 Knee length	
4.2.6 Reinforced heel and toe in high bulk wool blend	
4.2.7 Shrink free	
4.2.8 Sizes: Fit all	

ITEM 5: SHOES

Item no 5.1 SHOES: MALE		YES/NO
5.1.1	Colour: Black	
5.1.2	Parabellum sole	
5.1.3	Good year welted construction	
5.1.4	Square toe, lace up style	
5.1.5	Fully padded insole	
5.1.6	Genuine leather uppers and inners	
5.1.7	SABS approved Gibson style.	
5.1.8	All sizes	
Item no 5.2 SHOES: FEMALE		YES/NO
5.2.1	Material: Leather	
5.2.2	Colour: Black	
5.2.3	Court shoes with rubber soles, SABS approved	
5.2.4	Plain lightweight shoe that has a low-cut upper, no fastening and a medium heel.	
5.2.5	All sizes	
Item no 5.3 COMBAT BOOTS		YES/NO
5.3.1	Material: Leather	
5.3.2	Type: Magnum Combat boots	
5.3.3	Colour: Black	
5.3.4	Height: 17cm	
5.3.5	10 eyelet lace-up	
5.3.6	Sole: direct injected polyurethane for hard wear and flexibility – oil/petrol resistant	
5.3.7	Sizes: All sizes	

Item no 5.4 SHOES: FEMALE	YES/NO
5.4.1 shoes: Parabellum	
5.4.2 Colour: Black	
5.4.3 Good year welted construction	
5.4.4 Parabellum sole	
5.4.5 Square shoelace up style	
5.4.6 Fully padded insole	
5.4.7 Lock stitched sole	
5.4.8 Genuine Leather uppers and inners	
5.4.9 SABS approved Gibson style	
5.4.10 Sizes - All sizes	

ITEM 6: ACCESSORIES

Item no 6.1: BELT	YES/NO
6.1.1 Colour: Black	
6.1.2 Male/Female	
6.1.3 Genuine leather	
6.1.4 Width: 50mm	
6.1.5 Basket weave	
6.1.6 Border patrol belt buckle	
6.1.7 Silver Colour buckle	
6.1.8 All sizes	
Item no 6.2: COMBAT BELT	YES/NO
6.2.1 Male/Female	
6.2.2 Colour: Air force blue	
6.2.3 Width: 50mm to 55mm	

6.2.4 Canvas web belt with silver metal slider buckle	
Item no 6.3: TIE	YES/NO
6.3.1 Fabric: 100% Polyester	
6.3.2 Colour: Navy	
6.3.3 Pattern: Plain	
6.3.4 Sizes: Standard	
Item no 6.3: BOW TIE (LADIES)	YES/NO
6.4.1 Fabric: 100% Polyester	
6.4.2 Style: Female bow tie	
6.4.3 Colour: Navy blue	
6.4.4 Pattern: Plain	
6.4.5 Hook and slide finish	

ITEM 7: JACKET

Item no 7.1 HUNTING JACKET (LONG SLEEVE)	YES/NO
7.1.1 Colour: Navy	
7.1.2 Fabric: 100% cotton 210-gram twill outer fabric	
7.1.3 Fabric: 100% polyester 260-gram polar fleece inner lining	
7.1.4 Long sleeve	
7.1.5 Six pocket Nixon style hunting jacket	
7.1.6 Elasticated waistband and cuffs	
7.1.7 Warm padded zip front short jacket	
7.1.8 Two top and side pockets	
7.1.9 Departmental logo to be printed rubberized (see below detail)	
7.1.10 Sizes from small to XXXXXL	

ITEM 8: RAIN SUIT

Item no 8.1 TWO-PIECE RAIN SUIT (MALE/FEMALE)		YES/NO
8.1.1	Two-piece waterproof, breathable rain suit	
8.1.2	Colour: Navy shoulder panels = Day-Glo yellow	
8.1.3	Fabric: 100% nylon Oxford	
8.1.4	Outer Fabric: K-tech	
8.1.5	Trouser: silver reflective and luminous tape on legs (below knee), fully elasticated waist	
8.1.5	Sizes from small to XXXXXL	
8.1.6	Jacket:	
8.1.6.1	silver reflective and luminous tape on lower and upper arms and across torso	
8.1.6.2	Colour: Navy shoulder panels = Day-Glo yellow	
8.1.6.3	Full front zip, 2x front bellows patch pockets press stud flaps	
8.1.6.4	Padded – thin, light weight and warm insulation	
8.1.6.5	Lined articulated hood moves with the wearer's head for improved safety	
8.1.6.6	Large inside pocket to accommodate detachable hood	
8.1.6.7	Seams sealed with hot melt tape to keep water out	
8.1.6.8	Side reflective arrows for nighttime visibility	
8.1.6.9	Double storm flaps over front zip to keep water out	
8.1.6.10	Fleece lined collar and cuffs for comfort and warmth	
8.1.6.11	Elasticated cord in back hem so no adjusting required	
8.1.6.12	Sizes from small to XXXXXL	

SPECIFICATION FOR CONCIERGE UNIFORM

ITEM 1 FEMALE BLOUSES

Item no 9.1: FEMALE BLOUSES		YES/ NO
9.1.1	Colour: Sapphire	

9.1.2 Fabric: Pearl Polyester Classic	
9.1.3 Description: The blouse must be a Long Tab Sleeve (to be versatile style that can be worn as a long-sleeved top buttoned at the wrist for a crisp, clean look or rolled into a three-quarter sleeve length for a casual feel). Blouse must have open collar with Y-placket, Dyed-to-match buttons, front, and back darts, contrast inner tab, contrast inner collar stand and Contrast trim on collar and cuff tips.	
9.1.4 Metal Buttons: The blouse must have tiny metal seven buttons from top to bottom	
9.1.4 Size Small -Large	

ITEM 2 FEMALE JACKETS

Item No 10.1: FEMALE JACKETS	YES/ NO
<p>10.1.1 Colour: Nautical Navy</p> <p>10.1.2 Material: Formal Jacket, Marble polyester (Material: 70% polyester, 30% viscose (non-elastic))</p> <p>10.1.3 Long Sleeve Fitted Flaps, Shaped Jacket</p> <p>10.1.4 Buttons: Two metal buttons on Jacket</p> <p>10.1.4 Size: From Small – XLarge</p> <p>Size full Description</p> <p>Size: Small, Bust:100cm, Shoulder:46.2cm, Sleeve:63cm, Front Length:72cm, Back Length:70cm</p> <p>Size: Medium, Bust:104cm, Shoulder:47.2cm, Sleeve:64.5cm, Front Length:74cm, Back Length:72cm</p> <p>Size: Large, bust:110m, Shoulder:48.6cm, Sleeve:66cm, Front Length:75cm, Back Length:73cm Size: XLarge, Bust:118cm, Shoulder:49.8cm, Sleeve:67.5cm, Front Length:76cm, Back Length:74cm</p>	

ITEM 3 FEMALE: SLACKS

Item No 11.1: FEMALE: SLACKS	YES/ NO
11.1.1 Colour - Nautical Navy	
11.1.2 Material- Marble Polyester Fitted	
11.1.3 Descript Long Slim Leg Classic Pants	
11.1.4 Size: 28- 40	

ITEM 4 FEMALE SCARFS

Item No 12.1: FEMALE SCARFS	YES/ NO
12.1.1 Colour: White Blue Motif	
12.1.2 Scarf Narrow Georgette Classic	
12.1.3 Narrow Rectangular Scarf	

ITEM 5 MALE JACKETS

Item No 13.1: MALE JACKETS	YES/ NO
13.1.1 Colour: Navy -poly viscose (65% Polyester 33% Viscose 2% Elastane)	
13.1.2 Descript: Slim fit blazer Slim fit blazer Long sleeve, Double button front, Double vents, and Welt chest pocket Two flap pockets	
13.1.3 Buttons: double metal buttons front	
13.1.4 Size: Small -XLarge	

ITEM 6 MALE TROUSER

Item No 14.1: MALE TROUSER	YES/ NO
14.1.1 Colour: Navy	
14.1.2 Descript: Slim fit flat in front- the trouser material lies flat in front near the zipper. The pant must have button closure, Fitted through hip and thigh, with tapered leg. Sits below the waist Silky smooth and movable twill	

14.1.3 Material: polyester fabric (100% polyester)	
14.1.4 Two button- Pant featuring off-seam side pockets through welt pockets at rear	
14.1.5 Size: 28-40	

ITEM 7 MALE SHIRTS

Item No 15.1: MALE SHIRTS:	YES/NO
15.1.1 Colour: Light Blue	
15.1.2 Descript: Long sleeve, light blue with white stripe	
15.1.3 Size: S-L	

ITEM 8 FEMALE SHOES

Item No 16.1: FEMALE SHOES	YES/NO
16.1.1 Material: Leather	
16.1.2 Colour: Black	
16.1.3 Court shoes with rubber soles, SABS approved	
16.1.4 Plain lightweight shoe that has a low-cut upper, no fastening and a medium heel.	
16.1.5 All sizes	

ITEM 9 MALE SHOES

Item No 17.1: MALE SHOES	YES/NO
17.1.1 Parabellum sole	
17.1.2 Good year welted construction	
17.1.3 Square toe, lace up style	
17.1.4 Fully padded insole	
17.1.5 Genuine leather uppers and inners	
17.1.6 SABS approved Gibson style.	

17.1.7 All sizes	
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ITEM 10 SOCKS

Item No 18.1: SOCKS	YES/NO
18.1.1 Male/Female	
18.1.2 Fabric: Nylon/wool blend - 80/20	
18.1.3 Colour: black	
18.1.4 Bio-guard treated to prevent fungal growth and odor	
18.1.5 Knee length	
18.1.6 Reinforced heel and toe in high bulk wool blend	
18.1.7 Shrink free	
18.1.8 Sizes: Fit all	

ITEM 11 BELT

Item No 19.1: BELT	YES/NO
19.1.1 Colour: Black	
19.1.2 Male/Female	
19.1.3 Genuine leather	
19.1.4 Width: 50mm	
19.1.5 Basket weave	
19.1.6 Border patrol belt buckle	
19.1.7 Silver Colour buckle	
19.1.8 All sizes	

Specification Security Contract Management Jackets

Item No 20.1: SOFTSHELL JACKET - BLACK	YES/NO
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20.1.1	Colour - Black	
20.1.2	Material- 100% Polyester 315gsm	
20.1.3	Outer shell with bonded fleece in contrast colour (The colours inside the Jacket is a black lined material and the fleece material colour is grey.)	
20.1.4	zip guard and side pockets with zip closure adjustable cuffs draw cord in hem with adjustable toggles with safety catch two large inside pockets vertical chest pocket with zip closure	
20.1.5	Size – Medium - XXXXL	

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	DCS01/2022-2023	CLOSING DATE:	14 DECEMBER 2022	CLOSING TIME:	11H00
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DESCRIPTION	MANUFACTURING AND SUPPLY OF SECURITY UNIFORMS AND CONCIERGE UNIFORM FOR A PERIOD OF 36 MONTHS FOR THE DEPARTMENT OF COMMUNITY SAFETY
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF COMMUNITY SAFETY, GROUND FLOOR, 35 WALE STREET, CAPE TOWN, 8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	LIZANNE MARTINS
TELEPHONE NUMBER	021 483 5712
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Lizanne.Martins@westerncape.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MAMOSADI MPENGESI
TELEPHONE NUMBER	021 483 0692
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Mamosadi.Mpengesi@westerncape.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	TCS PIN:		AND CSD 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
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[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 TOGETHER WITH A COMPLETED 6.1 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 PART B:3)
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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 SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA/ JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 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.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
- Required by:		
- At:		
- Brand and model		
- Country of origin		
- Does the offer comply with the specification(s)?			*YES/NO
- If not to specification, indicate deviation(s)		
- Period required for delivery		
			*Delivery: Firm/not firm
- Delivery basis		

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

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

*Delete if not applicable

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)																		
1.	The accompanying information must be used for the formulation of proposals.																			
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....																			
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)																			
4.	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">PERSON AND POSITION</th> <th style="width: 20%;">HOURLY RATE</th> <th style="width: 40%;">DAILY RATE</th> </tr> </thead> <tbody> <tr><td>.....</td><td>R.....</td><td>.....</td></tr> <tr><td>.....</td><td>R.....</td><td>.....</td></tr> <tr><td>.....</td><td>R.....</td><td>.....</td></tr> <tr><td>.....</td><td>R.....</td><td>.....</td></tr> <tr><td>.....</td><td>R.....</td><td>.....</td></tr> </tbody> </table>	PERSON AND POSITION	HOURLY RATE	DAILY RATE	R.....	R.....	R.....	R.....	R.....	
PERSON AND POSITION	HOURLY RATE	DAILY RATE																		
.....	R.....																		
.....	R.....																		
.....	R.....																		
.....	R.....																		
.....	R.....																		
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td>.....</td><td>R..... days</td></tr> <tr><td>.....</td><td>R..... days</td></tr> <tr><td>.....</td><td>R..... days</td></tr> <tr><td>.....</td><td>R..... days</td></tr> </tbody> </table>	R..... days	R..... days	R..... days	R..... days											
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Bid No.:

Name of Bidder:

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

3. **Definitions**

"**bid**" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"**Bid rigging (or collusive bidding)**" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"**business interest**" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

intermediary and any potential interest in terms of any of those paragraphs;

"Consortium or Joint Venture" 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;

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person, in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

- (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
- (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;

(ii) that amounts to-

- (aa) the abuse of a position of authority;
- (bb) a breach of trust; or
- (cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or not to do anything, of the, is guilty of the offence of corruption

"CSD" means the Central Supplier Database maintained by National Treasury;

"employee", in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

"entity" means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

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(b) sole proprietorship;

"entity conducting business with the Institution" means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

"Family member" means a person's -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

"Intermediary" means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

"Institution" means -

a provincial department or provincial public entity listed in Schedule 3C of the Act;

"Provincial Government Western Cape (PGWC)" means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

"RWOEE" means -

Remunerative Work Outside of the Employee's Employment

"spouse" means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. 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.

SECTION A: DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.		

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details

SECTION C: PERFORMANCE/MANAGEMENT AND BIDDER'S PAST-SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES	

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

- I, hereby swear/affirm;
- i. that the information disclosed above is true and accurate;
 - ii. that I understand the content of the document;
 - iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
 - iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was placed thereon in my presence.

.....
SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date: Place:

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 per cent of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30 per cent of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Western Cape Bidding Document (WCBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid/contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 1.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at EMalapane@thedtic.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:.....
Name of bidder:.....	
Postal address:.....	
Signature	Name (in print)
Date	

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE

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 (TENDERERS) MUST STUDY THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering; *(Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning*
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** 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;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.14 **"non-firm prices"** means all prices other than "firm" prices;
- 1.15 **"person"** includes a juristic person;
- 1.16 **"price"** includes all applicable taxes less all unconditional discounts;
- 1.17 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.21 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **"the Regulations"** means the Preferential Procurement Regulations, 2017;
- 1.23 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013*;
- 1.24 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 1.25 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 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).

- 2.2 Preference point system for this bid:

- (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).

- 2.3 Preference points for this bid shall be awarded for:

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

- 2.4 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

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 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.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, the bidder obtaining the **highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
 (a) points out of 80 for price; and
 (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest points for functionality.
- 3.7 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of tender under consideration
 P_{\min} = Price of lowest acceptable tender

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 5.3 A **QSE that is less than 51% (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 5.4 A **QSE that is at least 51% black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 5.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.10 A tenderer awarded a contract may not sub-contract 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5

- 7.1 B-BBEE Status Level of Contribution..... = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? **YES / NO** (delete which is not applicable)

- 8.1.1 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** (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/ entity:

9.2 VAT registration number:

9.3 Company Registration number:

9.4 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 contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.**
- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:**
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;**
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;**
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or**
 - (iv) engages in a fronting practice.**
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 9.1 (a) above will be reported to an appropriate law enforcement agency for investigation.**
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 9.4 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10% of its annual turnover.**
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may 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.

- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.dti.gov.za/industrial_development/ip.jsp Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



the dti

Department
Trade and Industry
REPUBLIC OF SOUTH AFRICA

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Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: "Local Content Declaration – Summary Schedule" (see Annexure C);
 - Declaration D: "Imported Content Declaration – Supporting Schedule to Annex C" (see Annexure D); and
 - Declaration E: "Local Content Declaration – Supporting Schedule to Annex C" (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: "Imported Content Declaration – Supporting Schedule to Annexure C"

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: "Local Content Declaration-Supporting Schedule to Annexure C"

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

Industrial Procurement

 thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/

The revised Preferential Procurement Policy Framework Act (PPPFA) regulations which came into effect on the 7 December 2011 empower the Department of Trade and Industry (the dti) to designate industries, sectors and sub-sectors for local production at a specified level of local content.

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Industry/sector/sub-sector	Minimum threshold for local content
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
<ul style="list-style-type: none"> • OSD Tender • Family Planning Tender 	<ul style="list-style-type: none"> • 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
<ul style="list-style-type: none"> • Office Furniture • School Furniture • Base and Mattress 	<ul style="list-style-type: none"> • 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	

<ul style="list-style-type: none"> • Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters 	<ul style="list-style-type: none"> • 70% • 70% • 50%
Working Vessels/Boats (All types):	60%
Components	10% – 100%
Conveyance Pipes	80% – 100%
Transformers and Shunt Reactors:	
<ul style="list-style-type: none"> • Class 0 • Class 1 • Class 2 • Class 3 • Class 4 	<ul style="list-style-type: none"> • 90% • 70% • 70% • 45% • 10%
Components and conversion activities	50% – 100%
Solar PV Components:	
<ul style="list-style-type: none"> • Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter 	<ul style="list-style-type: none"> • 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:	
<ul style="list-style-type: none"> • Portable Radio • Mobile Radio • Repeater 	<ul style="list-style-type: none"> • 60% • 60% • 60%
Components	20% – 100%
Rail Signaling:	65%
Components	40% – 100%
Wheely Bins:	100%
Fire Fighting Vehicle	30%

<ul style="list-style-type: none"> • Crew Cabin • Super Structure • Assembly 	<ul style="list-style-type: none"> • 100% • 100% • 100%
Steel Products and Component for Construction	
Steel Value-added Products <ul style="list-style-type: none"> • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Steel Value-added Products <ul style="list-style-type: none"> • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
<ul style="list-style-type: none"> • Casting or Frame Fabrication • Fabrication and winding of the Rotor Core • Accessories • Assembly and testing of the fully-built unit 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100%
Rail Permanent Way	90%
<ul style="list-style-type: none"> • Rails and rail joints • Ballasts • Ballastless • Turnouts/switches and crossings • Railway sleepers • Rail fastening and accessories • Railway maintenance of way plant & equipment • Assembly and testing of fully build unitst 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100% • 100% • 100% • 70% • 100%
Plastic Pipes	100%
<ul style="list-style-type: none"> • Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes 	<ul style="list-style-type: none"> • 100% • 100% • 100% • 100%

Air insulated MV Switchgear	50%
<ul style="list-style-type: none"> • Instrument Transformers • Busbars • Housing • Switching Devices 	<ul style="list-style-type: none"> • 15% • 5% • 25% • 5%
Bulk Material Handling	85%
<ul style="list-style-type: none"> • Conveyer Idlers • Structural Steel • Rubber • Conveyer Belt • Pulleys 	<ul style="list-style-type: none"> • 70% • 100% • 100% • 100% • 60%
Industrial lead Acid Batteries	50%

To access the practice notes to the above designated sectors, please go to www.treasury.gov.za

Other industries, sectors and sub-sectors are still being considered for designation. Once a thorough research and consultations have been concluded a decision to designate will be communicated to the public.

Regulation 8(4) of the 2017 Preferential Procurement Regulations provides that if there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered. The per the standard issued by National Treasury designated sectors circular number 11 of 2019/2020.

Please note that the Minister of Finance has approved the following instructions relating to the amendment of:

- Declaration Certificates for Local Production and Content for designated sectors (SBD 6.2 and MBD6.2); and
- National Treasury Instruction on: Invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for Valve Products and Actuators

These instructions will be effective from the date of issue and can be accessed on the [National Treasury website](#).

The standard bidding documents (SBD 6.2 or MBD 6.2) must be completed in line with the requirements of the SABS approved technical specification number [SABS approved standard SANS 1286:2017](#) and the [Guidance Document for the Calculation of Local Content](#) together with the Local Content Declaration Templates

- Annexure C: Local Content Declaration – Summary Schedule,
- Annexure D: Imported Content Declaration – Supporting Schedule to Annexure C and
- Annexure E: Local Content Declaration – Supporting Schedule to Annexure C.

All these documents are important for the calculation, measurement and verification of local content.

SABS approved standard SANS 1286:2017

- Guidance Document for the Calculation of Local Content
Annexures C, D and E – Download in [[PDF](#)] or [[XLS](#)] format.
- Preferential Procurement Regulations, 2017
- Process when requesting exemption letters

For local content related enquiries, please call the helpline on +27 (12) 394 1435.

For technical enquiries please contact Ms Cathrine Matidza:

Director: Fleet Procurement

Tel: +27 (12) 394 5598

E-mail: cmatidza@thedti.gov.za

For local content enquiries or complaints, please send an e-mail to localcontent@thedti.gov.za

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

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

GBP[illegible][illegible][illegible]

Signature of tenderer from Annex B

(C21) Total Exempt imported content

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU	R 9.00
----	--------

GBP **12.00**

A. Exempted imported content

[illegible]

(210) Total export imported value

This total must correspond with
 Article C-123

B. Imported directly by the Tenderer

[illegible]

(D32) Total imported value by tenderer

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

[illegible]

(D45) Total imported value by 3rd party

D. Other foreign currency payments

[illegible]

(DS2) Total of foreign currency payments declared by tenderer and/or 3rd party

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

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(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)
(E9) Total local products (Goods, Services and Works)			

(E10) Manpower costs (Tenderer's manpower cost)

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder