



**SUPPLY AND DELIVERY OF
NAVAL SERVICE LIFE JACKETS**

SPSC-B-011-2022

**FOR
DEPARTMENT OF DEFENCE
SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

CLOSING DATE: 24 OCTOBER 2022

CLOSING TIME: 11H00

VALIDITY: 90 WORKING DAYS



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CONTACT INFORMATION

Technical Information and Administration Information:

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5144

Information regarding the completion of the Bid Documents:

Contact: Chief Petty Officer Adams
Email Address: spscbidinvitation@gmail.com
Office Tel No: (021) 787 5207

Address for depositing of bid documents

Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

BID SUBMISSIONS

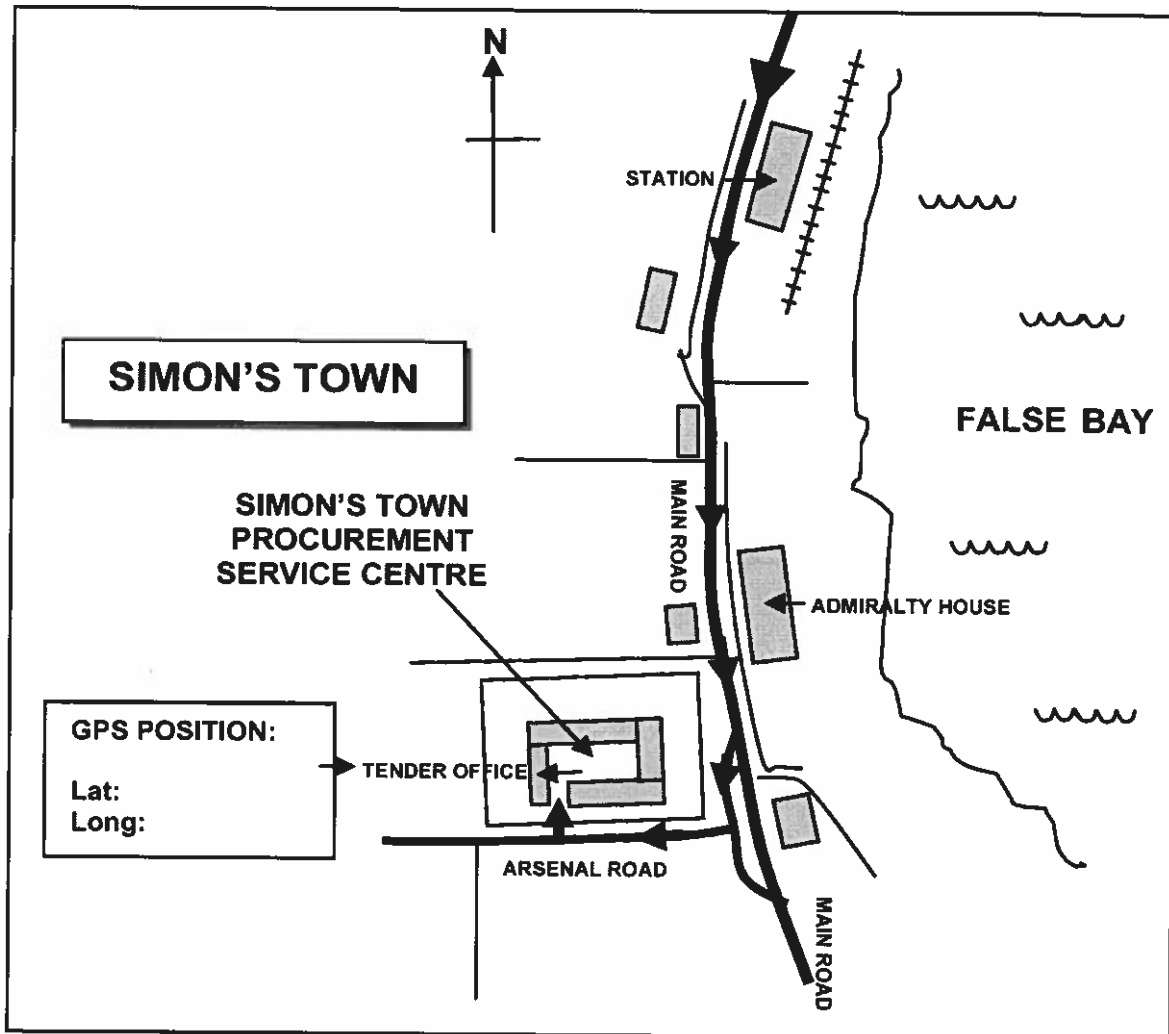
Closing period of bid: Minimum 21 working days

Validity of Bid: 120 working days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



Section A:

MANDATORY and ADMINISTRATION EVALUATION CRITERIA

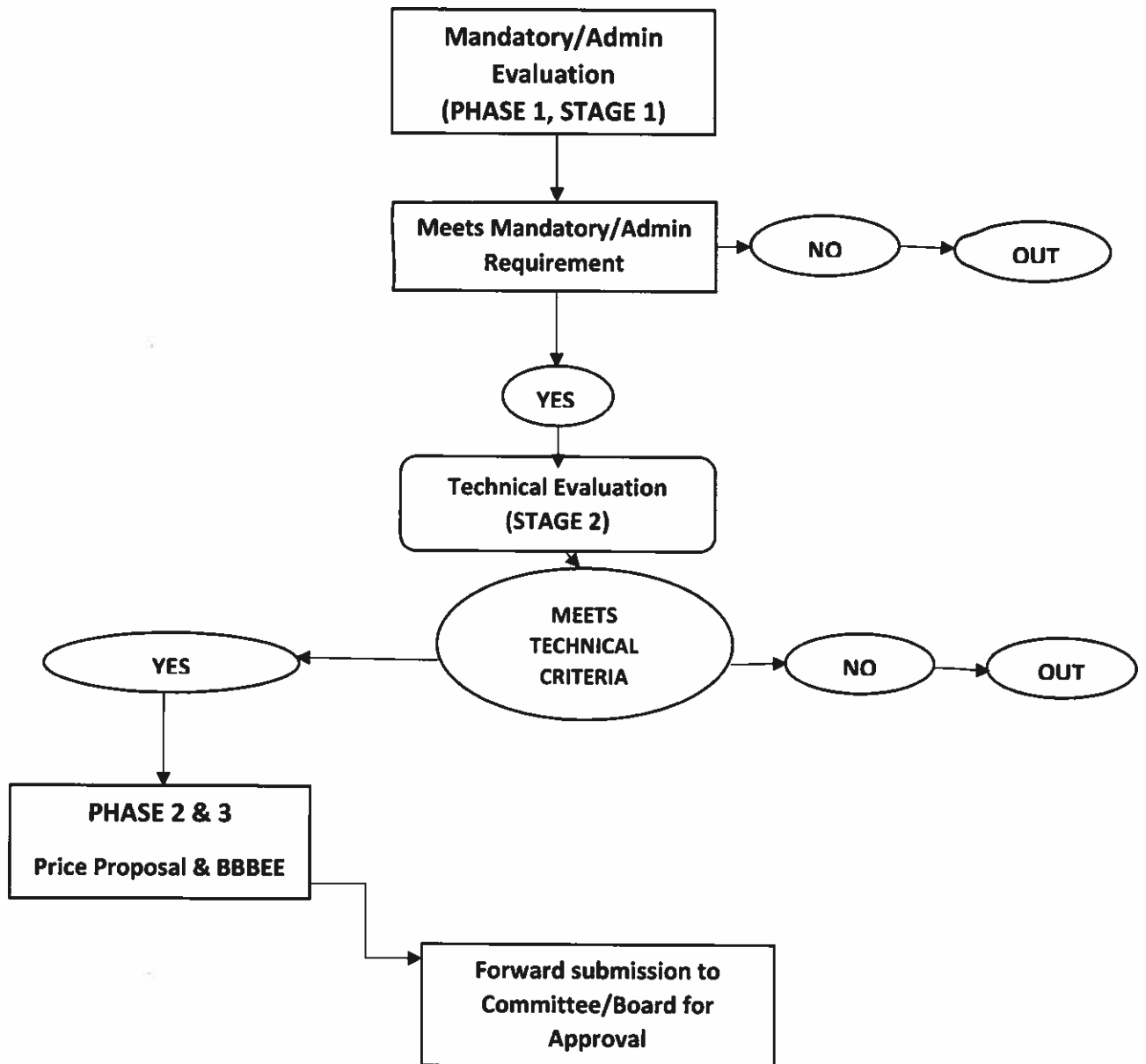
APPENDIX A

SUBMISSION FOR THE APPROVAL OF THE
TERMS OF REFERENCE FOR THE PURCHASE
OF 600 LIFE JACKETS FOR SA NAVY (NBCD
SECTION)

BID EVALUATION PROCESS**BID EVALUATION INSTRUCTIONS**

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. Any questions that are not completed will render such bids as invalid.
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (Yellow or green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document.
6. All information regarding the evaluation process must be treated as confidential.
7. The bid must be submitted in a Two (2) envelope systems as follows:
 - a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule **only**)
 - b. Envelope 2: SBD documents, Specification/ scope of work and all other required documents.
8. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1)
 - b. Technical evaluation (Phase 1, Stage 2) Offer compliance to description
 - c. Price and (Phase 2)
 - d. B-BBEE Points (Phase 3)
9. This requirement will be evaluated using the 80/20 principle.

EVALUATION PROCESS



EVALUATION CRITERIA

1. **Phase 1:** Bidders will be evaluated as follows:

- a. **Stage 1:** Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/excluded and **will not proceed to Stage 2.**

| S/No | Criteria |
|------|---|
| | A |
| | Phase 1, Stage 1 |
| | Phase 1, Stage 1, Mandatory Criteria |
| 1. | <p><u>Intenda Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's information, Lead time; Quantity available, Total Unit Cost, Total Cost and BBEE Level must be completed.</p> <p>Failure to submit this document as indicated above by the closing date and time will invalidate this offer. Appendix A</p> |
| 2. | <p><u>SBD 4-Bidders Disclosure (NEW):</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will invalidate the bid. Appendix B</p> |
| 3. | <p><u>SBD 6.1-Preference Points Claim Form:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C</p> |
| 4. | <p><u>SBD 6.2- Declaration Certificate for Local Production and Content for Designated Sectors:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will invalidate the bid. Appendix D</p> |
| 5. | <p><u>Central Suppliers Database (CSD) Registration Report:</u> The CSD Registration Full Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:</p> <ul style="list-style-type: none"> i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" iv. The supplier must be registered for the commodity/service required in this bid. <p>Failure to submit this CSD Registration Report will invalidate your offer. Appendix E</p> |
| 6. | <p><u>Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit:</u> Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time will results with points being forfeited. Appendix F</p> |

| S/No | Criteria |
|------|---|
| | A |
| | Phase 1, Stage 1, Administration Evaluation Criteria |
| 7. | SBD 1 / Invitation to Bid: This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G |
| 8. | SPSC Group Questionnaire: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H |
| 9. | SPSC Indemnity Agreement Form: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I |
| 10. | Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix J |

TECHNICAL EVALUATION

2. **Phase 1, Stage 2:** Conform to Specified requirement. Bidders that do not fully comply with the requirement will be invalidated/ excluded and will not proceed to Phase 2.

| S/No | Criteria |
|------|---|
| | A |
| | Stage 2 |
| 1. | The bidder to you supply a Technical Data sheet of Item offered Failure to comply will invalidate the bid. Appendix K Short listed bidders will be required to submit a sample of the Life jacket. |

3. **Phase 2:** Only bidders who qualified on the whole phase 1 will be evaluated on phase 2 (Price and BBEE).

| | | |
|----------------|--|------------|
| Phase 2 | Price. (Will be according to specific requirements) | 80/ |
|----------------|--|------------|

4. **Phase 3:** Preferential points. (As per B-BBEE Act, 2003 (Act No. 53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Sworn Affidavit attested by a commissioner of Oath.

| Phase 3 | Preferential B-BBEE points | 20/ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|--|------------------------------------|---------------------------------|---------------------------------|---|----|----|---|---|----|---|---|----|---|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---------------------------|---|---|--|
| | <p>Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of Points (90/10 system)</th><th>Number of Points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>10</td><td>20</td></tr> <tr><td>2</td><td>9</td><td>18</td></tr> <tr><td>3</td><td>8</td><td>14</td></tr> <tr><td>4</td><td>5</td><td>12</td></tr> <tr><td>5</td><td>4</td><td>8</td></tr> <tr><td>6</td><td>3</td><td>6</td></tr> <tr><td>7</td><td>2</td><td>4</td></tr> <tr><td>8</td><td>1</td><td>2</td></tr> <tr><td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </tbody> </table> <p>A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE.</p> <p>Calculation of the total points scored for price and B-BBEE status level of contribution The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.</p> | 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 | 8 | 14 | 4 | 5 | 12 | 5 | 4 | 8 | 6 | 3 | 6 | 7 | 2 | 4 | 8 | 1 | 2 | Non-compliant Contributor | 0 | 0 | |
| 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 | 8 | 14 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 5 | 12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 4 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 3 | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 2 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | 1 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-compliant Contributor | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

5. Thereafter the points achieved are used in the application of the Preference Point System as per the B-BBEE status Level Certificate.



SBD 3: INTENDA PRICING SCHEDULE

AS PER MANDATORY EVALUATION CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE
AND TIME WILL INVALID THIS OFFER**



INTENDA PRICING SCHEDULE

Please ensure the following fields are completed on the Intenda Pricing Schedule

- a. Company Name
- b. Attention:
- c. Tel No:
- d. Fax No: (if no fax number indicate N/A)
- e. Cell No:
- f. Email:
- g. Lead Time
- h. Quantity Available
- i. Total Unit Cost
- j. Total Cost
- k. BBBEE level



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC/B/011/2022

Author: A. Adams

Date: 09/19/2022 10:13:52

PRICING SCHEDULE

Bid No. SPSC/B/011/2022
Document No: 0000448463
Description: SUPPLY AND DELIVERY OF NAVAL SERVICE LIFE JACKETS
Currency: ZAR
Closing Date: 2022-10-24 11:00:00
Status: Created
Validity Days: 90 WORKING DAYS

Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.

| Item Code | Item Description | Consumer | Delivery Point | Purchase Unit of Measure | Date Required |
|---|---|-----------------------------|----------------|--------------------------|---------------|
| 4220-18-193-6246 | SUPPLY AND DELIVERY OF NAVAL SERVICE LIFE JACKETS, 160 NEWTON MIN BOUYANCY: ORALLY INFLATED: UNIVERSAL SIZE (ONE SIZE FITS ALL) 140CM CHEST SIZE YELLOW NYLON COATED MATL: C/W PVC COATED,NYLON CORN FLOWER, BLUE STOWAGE POUCH | NAVAL STORE DEPOT WINGFIELD | | Each | |
| Line Comment | | | | | |
| BRAND NAME: ISP CHALLENGER OR EQUIVALENT | | | | | |
| Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs | | | | | |
| Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs | | | | | |

Questionnaires

Questionnaires / Evaluation Criteria

THE 50/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

| Questions | Options |
|--|---------------|
| <p>Please provide your BEST level from the possible list provided in the dropdown :</p> | LEVEL 1 |
| | LEVEL 2 |
| | LEVEL 3 |
| | LEVEL 4 |
| | LEVEL 5 |
| | LEVEL 6 |
| | LEVEL 7 |
| | LEVEL 8 |
| | NON-COMPLIANT |

Attachment Description

Attachment File Name



SBD 4: BIDDERS DISCLOSURE

AS PER MANDATORY EVALUATION CRITERIA

Failure to submit this document by the closing date and time will invalidate this offer.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of institution | State |
|-----------|-----------------|---------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

AS PER MANDATORY EVALUATION CRITERIA

FAILURE TO FULLY COMPLETE AND SUBMIT THIS DOCUMENT BY CLOSING DATE AND TIME WILL RESULT IN B-BBEE POINTS BEING FORFEITED.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

| POINTS | |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....



SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

THIS ITEM MUST MEET THE STIPULATED MINIMUM THRESHOLD FOR DESIGNATED LOCAL CONTENT AND PRODUCTION AS REQUIRED BY THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (PPR 2017). THE DESIGNATED LOCAL CONTENT FOR THIS ITEM IS **100%**. DEVIATION WILL ONLY BE ALLOWED WHEN AND IF THE REQUEST FOR EXEMPTION IS APPROVED BY THE DTIC.

THE EXCHANGE RATE TO BE USED FOR THE CALCULATION OF LOCAL PRODUCTION AND CONTENT MUST BE THE EXCHANGE RATE PUBLISHED BY THE SOUTH AFRICAN RESERVE BANK (SARB) ON THE DATE OF THE ADVERTISEMENT OF THE BID.

ONLY THE SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011 MUST BE USED TO CALCULATE LOCAL CONTENT

This document must be fully completed.

FAILURE TO FULLY COMPLETE AND SUBMIT WILL INVALIDATE YOUR BID

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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 –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“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.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods

Stipulated minimum threshold

ITEM 1: LIFE JACKET

100 %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 4.1 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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:.....
(b) Practice number:
(c) Telephone and cell number:.....
(d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

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

IN RESPECT OF BID NO.

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(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 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

| Tender No. | Tender description: Designated product(s) | Tender Authority: | Tendering Entity name: | Tender Exchange Rate: | Specified local content % |
|------------|--|-------------------|------------------------|-----------------------|---------------------------|
| | | | | | |

1000

EU

GBB

Note: VAT to be excluded from all calculations

[illegible][illegible]

Signature of tenderer from Annex B

Date: _____

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

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

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

A. Exempted imported content

| A. Exempted imported content | | | | Calculation of imported content | | | | | | Summary | |
|-----------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|-------------------------|
| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D19) Total exempt imported value | | | | | | | | | | | R 0 |

This total must correspond with
Annex C - C 21

B. Imported directly by the Tenderer

[illegible]

| | |
|--|-----|
| (D32) Total imported value by tenderer | R 0 |
|--|-----|

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

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

| | |
|---|-----|
| (D45) Total imported value by 3rd party | R 0 |
|---|-----|

D. Other foreign currency payments

[illegible]

Signature of tenderer from Annex B

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

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

This total must correspond with
Annex C - C.23

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) | | | R 0 |

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

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

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

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____



CENTRAL SUPPLIER DATA BASE (CSD) **REGISTRATION REPORT**

AS PER MANDATORY EVALUATION CRITERIA

FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND
TIME WILL INVALID THIS OFFER



BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT

AS PER MANDATORY EVALUATION CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME
WILL RESULT IN POINTS BEING FORFEITED**



SBD 1: INVITATION TO BID

AS PER ADMINISTRATIVE CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE
AND TIME MAY INVALID THIS OFFER**

PART A INVITATION TO BID

| | | | | | | | |
|---|--|--|--|--|---------------------|---|------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) | | | | | | | |
| BID NUMBER: SPSC-B-011-2022 | | CLOSING DATE: 24 OCTOBER 2022 | | | CLOSING TIME: 11H00 | | |
| DESCRIPTION | | SUPPLY AND DELIVERY OF NAVAL SERVICE LIFE JACKETS | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT | | | | | | | |
| Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception | | | | | | | |
| Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document) | | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | | CPO A. ADAMS | | CONTACT PERSON | | WO1 T. TSOGANG | |
| TELEPHONE NUMBER | | (021) 787 5131 | | TELEPHONE NUMBER | | (021) 7875144 | |
| FACSIMILE NUMBER | | | | FACSIMILE NUMBER | | | |
| E-MAIL ADDRESS | | spscbidinvitation@gmail.com | | E-MAIL ADDRESS | | spsctechsection@gmail.com | |
| SUPPLIER INFORMATION | | | | | | | |
| LEGAL NAME OF BIDDER | | | | | | | |
| POSTAL ADDRESS | | | | | | | |
| STREET ADDRESS | | | | | | | |
| TELEPHONE NUMBER | | CODE | | | | NUMBER | |
| CELLPHONE NUMBER | | | | | | | |
| FACSIMILE NUMBER | | CODE | | | | NUMBER | |
| E-MAIL ADDRESS | | | | | | | |
| VAT REGISTRATION NUMBER | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS 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 (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA . |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SPSC GROUP QUESTIONNAIRE

AS PER ADMINISTRATIVE EVALUATION CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY CLOSING DATE AND TIME MAY
INVALIDATE THIS SOCCER**

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

24 OCTOBER 2022
11H00

BID NUMBER: SPSC-B-011-2022
VALIDITY: 90 WORKING DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Delivery: Naval Stores Depot WINGFIELD

This requirement will be evaluated as a case

Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit.
Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit v/s SBD 6.1.

FAILURE TO SUBMIT THIS DOCUMENT BY CLOSING DATE AND TIME WILL RESULTS IN B-BBEE POINTS BEING FORFEITED.

Have you submitted your B-BBEE Certificate/Sworn Affidavit YES / NO

Is your offer strictly to the description YES / NO

If not to specification, please state deviations

.....

.....

Brand Name offered

Have you submitted the technical data sheet YES / NO

Firm delivery period: eg. 1 day, 1 week or 1 month

Do you confirm compliance to 90 working days validity period? YES / NO

Is your price firm for the validity period of 90 working days? YES / NO

If not, state reason/s

Do you confirm compliance to the Special Conditions of Contract YES / NO

Do you confirm compliance to the General Conditions of Contract? YES / NO

Do you confirm that you may sign a SBD 7.2 on award, should you be the successful bidder. YES / NO

SHORT LISTED COMPANIES WILL BE REQUIRED TO SUBMIT A SAMPLE OF THE LIFE JACKET AT THE COMPANIES EXPENSE

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

24 OCTOBER 2022
11H00

BID NUMBER: SPSC-B-011-2022
VALIDITY: 90 WORKING DAYS

Page 2

General Information

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions for reference purposes: YES / NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE:..... DATE:

Capacity under which this bid is signed



SPSC INDEMNITY AGREEMENT FORM

AS PER ADMINISTRATIVE EVALUATION CRITERIA

**FAILURE TO SUBMIT THIS DOCUMENT BY THE CLOSING DATE AND TIME
MAY INVALIDATE THIS OFFER.**



Department of Defence
Chief of Logistics
Simon's Town Procurement Service Centre
PO Box 685
Simon's Town
7995

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC/ B/ 011/ 2022

INDEMNITY

1. I agree that the Department of Defence, its agents, Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC/ B/ 005 / 2022

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date

Full Name and Signature of Witness

Date

Full Name and Signature of Witness

Date



DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING QUESTIONNAIRE

AS PER ADMINISTRATIVE EVALUATION CRITERIA

The D.I. vetting form must be completed in full.

**N.B. THE SHORT LISTED COMPANIES WILL BE REQUESTED TO SUBMIT
THUMB PRINTS**

**FAILURE TO SUBMIT THE COMPLETED D.I VETTING FORM AND REQUIRED
DOCUMENTS/ PAPERWORK BY THE CLOSING DATE AND TIME MAY
INVALIDATE THIS OFFER**

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub-Contractors Company Physical Address:

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Sub-Contractors Company Postal Address:

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Sub-Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

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5. List the services that will be rendered by the company to the SANDF?

Answer:

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6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

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7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:

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8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:

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9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:
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10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:
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11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:
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12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:
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13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:
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14. What is the track record and achievements of the company? Provide details.

Answer:
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15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:
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16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:
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.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important: The following documentation is Mandatory and is to be included in the DI vetting declaration

- The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.
- The current Financial Statement(s) of the company.
- The current and valid SARS Tax Clearance Certificate.
- The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).
- The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).
- Central Data Base registration report with MAAA and Unique number.
- Name list and RSA IDs of all personnel entering DOD premises.
- Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).
- Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).



TECHNICAL DATA SHEET

FAILURE TO SUBMIT A TECHNICAL DATA SHEET WILL INVALIDATE YOUR BID.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)