



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X 142, PRETORIA, , PR0001 Masada Building, Cnr Paul Kruger & Johannes Ramokhoase street,
PRETORIA. Tel (012) 306 2088/83 Fax (012) 3234836

Ref : 6/1/3/4

Enq : Lebete D/ Smit F

The Manager

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.....

Dear Sir/Madam

BID LMN 03/2021: SUPPLY,DELIVERY,OFFLOADING AND INSTALLATION OF TEXTILE MACHINES AND SHOE FACTORY MACHINES AT WITBANK MANAGEMENT AREA FOR A PERIOD: ONCE OFF: LIMPOPO, MPUMALANGA AND NORTH WEST REGION: DEPARTMENT OF CORRECTIONAL SERVICES.

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the **SBD 1**.

Bidders must take note of the following:

- The closing date of the bid will be at 11h00 on 13 August 2021 and will be valid for a period of **ninety (90) days** after the closing date.
- Bids must be submitted in a sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of the bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD)
- A Compliance Checklist (BD 26) is provided in the bid document that will assist bidders to adhere to the conditions specified in the bid.

The following documentation must be submitted with your bid:

- Valid and original/certified copy of B-BBEE Certificate; or
- Sworn affidavit for B-BBEE Exempted Micro Enterprise/ B-BBEE Qualifying Small Enterprise
- Copy(s) of ID document(s) of the directors/shareholders/members

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully


.....
**FOR REGIONAL COMMISSIONER LIMPOPO, MPUMALANGA AND NORTH WEST
REGION**

REGIONAL COORDINATOR FINANCE AND SCM

J KGAABI

DATE: *2021/7/09*

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: LMN 03/2021		CLOSING DATE: 13 AUGUST 2021		CLOSING TIME: 11H00	
DESCRIPTION: SUPPLY, DELIVERY, OFFLOADING AND INSTALLATION OF TEXTILE MACHINES AND SHOE FACTORY MACHINES AT WITBANK MANAGEMENT AREA FOR A PERIOD: ONCE OFF: LIMPOPO, MPUMALANGA AND NORTH WEST REGION: DEPARTMENT OF CORRECTIONAL SERVICES					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF CORRECTIONAL SERVICES					
WITBANK CORRECTIONAL CENTRE					
OLD VERENA ROAD, PAXTON PRISON, WITBANK 1035					
PRIVATE BAG 7208, WITBANK, 1035					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	LEBETE DOUGLAS/ SMIT FRANK		CONTACT PERSON	NKABINDE MOSES	
TELEPHONE NUMBER	012 306 2088 /83/ 85		TELEPHONE NUMBER	013 656 8715/8625/8624 or 082 603 0608	
FACSIMILE NUMBER	012 323 0340		FACSIMILE NUMBER		
E-MAIL ADDRESS	Douglas.Lebete@dcs.gov.za Frank.Smit@dcs.gov.za		E-MAIL ADDRESS	Moses.Nkabinde@dcs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?

☐ Yes

☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED
SUPPLIER FOR THE GOODS
/SERVICES /WORKS OFFERED?

☐ Yes

☐ No

[IF YES, ANSWER THE
QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....

Bid number: **LMN 03/2021**

Closing Time 11:00 on

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1		SHOE FACTORY MACHINES N.B: The followings Items for shoe factory machines will be an awarded as a whole. (Bidders must quote for all items; failure to comply will invalidate your item quoted).	
1.1	01	TACK SEAT LASTING MACHINE	R _____
1.2	01	TRAVELLING HEAD PRESS	R _____
1.3	02	SWING BEAM CUTTING MACHINE (CLICKING PRESS)	R _____
1.4	03	FLAT BED SEWING MACHINE	R _____
1.5	02	HIGH SPEED, SINGLE NEEDLE, LOCKSTITCH, ZIG-ZAC, INDUSTRIAL SEWING MACHINE F OR SHOE PRODUCTION	R _____
1.6	01	THREE ROW VAMP MACHINE(PURITAN MACHINE)	R _____
1.7	01	FLASH ACTIVATOR FOR SHOES	R _____
1.8	01	STUCK ON PRESS FOR SHOES	R _____
1.9	01	HYDRAULIC PULLING AND LASTING MACHINE	R _____
1.10	01 pair for each size	ALUMINIUM MOULD FOR SHOE PRODUCTION	R _____
1.11	01	TWO (2) STATION TPR,PVC SOLE INJECTION MACHINE	R _____
		TOTAL AMOUNT FOR SHOE FACTORY MACHINES	R _____
		(SEE ATTACHED DETAILED SPECIFICATION)	

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
2		TEXTILE FACTORY MACHINES N.B: The followings items for textile factory machines will be awarded as a whole. (Bidders must quote for all items; failure to comply will invalidate your item quoted).	
2.1	15	SINGLE NEEDLE LOCKSTITCH STRAIGHT BUTTONHOLE MACHINE	R
2.2	15	BUTTON ATTACHER(SINGLE NEEDLE 178 X 7 SIZE 18 OR 175 X 1 SIZE – 14 – 18)	R
2.3	30	TWO NEEDLE 5-THREAD SAFETY STITCH OVERLOCK MACHINE	R
2.4	70	INDUSTRIAL FLAT BED SINGLE STITCH SEWING MACHINE	R
2.5	05	BOTTLE IRON PRESS	R
2.6	01	TWO NEEDLE, BOTTOM COVER STITCH, BELT LOOP MAKING MACHINE	R
2.7	02	HOOK AND BAR ATTACHING MACHINE: FOOT OPERATED	R
2.8	02	BLIND STITCH MACHINE SINGLE NEEDLE	R
2.9	01	STAR 2 HEAD EMBROIDERY MACHINE	R
2.10	01	HEAT SEALER MACHINE	R
2.11	02	INDUSTRIAL BLINDSTITCH MACHINE	R
2.12	01	ZT200 PRINTER MACHINE	R
		TOTAL AMOUNT FOR TEXTILE FACTORY MACHINES	R
		(SEE ATTACHED DETAILED SPECIFICATION)	

IMPORTANT NOTE :

"ALL APPLICABLE TAXES" includes Value-added tax, pay as you earn income tax, unemployment insurance fund contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

Required by :

WITBANK MANAGEMENT AREA

At :

WITBANK PRODUCTION-
WORKSHOP

Brand and model :

Country of origin :

Does the offer comply with the specification?

*

Yes	No
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If not to specification, indicate deviation(s)

Period required for delivery

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

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Yes	No
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If not, kindly indicate the following:

What value will you add to the contract?

Details of your supplier (manufacturer/producer/dealer) from whom you will source the item.

Name of supplier:

Physical Address:

Telephone number:

E-mail address:

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

*Mark the relevant block with an X

1 SPECIFICATION: TACK SEAT LASTING MACHINE

ITEM	DESCRIPTION: TACK SEAT LASTING MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	The machine must be submitted for all types of shoes and must be able to last the heel part of a man shoe		
1.2	It must be able to produce a smooth seat without distortion and eliminate surplus material in the waist area.		
1.3	It must be fitted with a heel band which can be simply adjusted and must be also inter changeable		
1.4	It must be fitted with a inclined hydraulic tack drive to ensure high accuracy and reliable clenching during lasting operations		
1.5	Jet must be fitted with heated wiper plates and a pivoting wiper head to allow wiper head		
1.6	Machine must be able to deliver eighteen (18) or more tack simultaneously in even distribution for tacking purposes and must use 10mm or 11mm machine tacks.		
1.7	The machine must be fitted with a built in sensor device which senses automatically the last depth and adjust the last accordingly to the required position.		
1.8	Machine must be fitted with a tack pot for efficient tack separation and to minimize tack damage.		
1.9	Number of machine required(quantity): 01		
2	ELECTRICAL REQUIREMENTS		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase ,50 hertz, Alternating current (AC) supply		
3	ACESSORIES TO BE INCLUDED IN THE TENDER PRICE		
3.1	All standard accessories as supplied by the manufacturer, inclusive of an operation manual and a spare parts list be inEnglish		
3.2	Manufacturer/supplier to provide training on the use of machinery		
3.3	After installation of the machine it must be tested/put into operationby the successful bidder without extra charge and issue a certificate of compliance		
4	GUARANTEE		
4.1	The machine must be guaranteed for a period of 12 months.		

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2. SPECIFICATION: TRAVELLING HEAD PRESS

ITEM	DESCRIPTION: SPECIFICATIONS: TRAVELLING HEAD PRESS	INDICATE	
		COMPLY	NON COMPLY
1.1	The machine must be able to cut all forms of sheet and roll materials for shoe production in single or multi layers.		
1.2	Must have a travelling head frame which can move horizontal which enable the operator to position the die to cut the material and remove the cuttings.		
1.3	Must be electrical and hydraulic operated.		
1.4	Machine must have a two hand safety operation for the cutting action and for the head transfer		
1.5	Must have a pressure for between 25 and 35 ton.		
1.6	Cutting are must not be smaller than 1600mm X 500mm.		
1.7	Number of machine required(quantity): 01		
2	ELECTRICAL REQUIREMENTS		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase, 50 hertz, Alternating current (AC) supply and Certificate of compliance		
2.2	The starting equipment must include a no-volt and overload protection device and a push button control easy reach for the operator.		
3	ACCESSORIES TO BE INCLUDED IN THE TENDER PRICE		
3.1	All standard accessories as supplied by the manufactures, inclusive of an operation manual and a spare parts list in English		
3.2	The supplier to provide training on the use of the machine		
3.3	After installation of the machine it must be tested /put into operation by the successful bidder without extra charge and issue the certification of compliance		
4	GUARANTEE		
4.1	The machine must be guaranteed for a period of 12 months		

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3. SPECIFICATION: SWING BEAM CUTTING MACHINE

ITEM.	DESCRIPTION : SWING BEAM CUTTING MACHINE(CLICKING PRESS)	INDICATE	
		COMPLY	NON COMPLY
1.1	The machine must be a hydraulic press to cut components from leather and a variety of synthetic materials in sheet or roll form using loose knives.		
1.2	The beam must cut and rise automatically.		
1.3	The operator must position the knife for the next cut.		
1.4	The beam must swing aside after a cut to give the operator a clean view of the work.		
1.5	The alignment of the knife to the material must be simple.		
1.6	Simple adjustment of open daylight and easy setting of the cutting stroke must give optimum cycle time for varying thickness of work.		
1.7	Number of machine required(quantity): 02		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 1.5 KW,3 phase,50 hertz, Alternating current (AC) supply		
2.2	The starting equipment must include a no-volt and overload protection device and a push button control within easy reach of the operator.		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	Bed size: Minimum 900 x 450mm Maximum Daylight (Underside of striking pad) 122mm Minimum Daylight (To table without pad) 48mm Maximum Stroke 45mm Minimum Stroke 4mm		
3.2	Double pressure device to components for varying pressure heads of different knife and beam positions, without stroke readjustment to give improved productivity and pad life.		

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3.3	All standard equipment as supplied by the manufacturer, including an instruction and spare partsbook in English. To provide training on the use of machine To issue a certification of compliance after installation		
3.4	After installation of the machine it must be tested/ put into Operation by the successful bidder without extra charge.		
4.	GUARANTEE		
4.1	The machine must be guaranteed for 12 months		

4. SPECIFICATION: FLAT BED SEWING MACHINE

ITEM	DESCRIPTION: FLAT BED SEWING MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	Must be able to produce uppers for all kind of Shoes		
1.2	Must be a single needle lock stitch machine with a lower drop feed.		
1.3	Machine must have an easy oil control system operated by an oil pump which provides equal oil to all lubricating plugs.		
1.4	Maximum stitch length between 5mm and 7mm.		
1.5	Machine must have a build in bobbin winder which must be easy accessible for the operator.		
1.6	Machine must be equipped with a roller pressure feed.		
1.7	Number of machine required(quantity): 03		
2	ELECTRICAL APPLIANCES		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase,50 hertz, Alternating current (AC) supply .		
3	ACESSORIES TO BE INCLUDED IN THE TENDER PRICE		
3.1	All standard accessories as supplied by the manufactures, inclusive of an operation manual and a spare parts list in English		
3.2	The manufacture to provide training on the use of the machine		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge and issue the certificate of compliance		
4	GUARANTEE		
4.1	The machine must be guaranteed for a period of 12 months.		

5. SPECIFICATION: ZIG-ZAG, INDUSTRIAL SEWING MACHINE FOR SHOE PRODUCTION

ITEM.	DESCRIPTION : HIGH SPEED, SINGLE NEEDLE, LOCKSTITCH, ZIG-ZAG, INDUSTRIAL SEWING MACHINE FOR SHOE PRODUCTION	INDICATE	
		COMPLY	NON COMPLY
1.1	The machine to be suitable for stitching light to heavy shoeuppers including heel seaming of shoes.		
1.2	The machine must be equipped with a center bobbin, rotating hook and ordinary presser foot suitable for zig-zag work.		
1.3	The machine must be equipped with a built in bobbin winder, hand operated presser foot lifter as well as a knee lifter.		
1.4	The machine must be equipped with an incorporate reversefeed mechanism.		
1.5	Number of machine required(quantity): 02		
2,	<u>DIMENSIONS</u>		
2.1	Sewing speed approximately : 3.500 S.P.M.		
2.2	Presser lifter By knee 10mm a) By hand 6mm		
2.3	Stitch length — 4mm		
2.4	Width of throw — 0-6mm		
3	<u>ELECTRICAL APPLIANCES</u>		
.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase,50 hertz, and Alternating current (AC) supply		
4	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
4.1	All standard equipment as supplied by the manufacturer inclusive of an operating manual and a spare parts list in English.		
4.2	To provide training on the use of the machinery.		
4.3	After installation of the machine it must be put in operation by the successful bidder without extra charge and issue the certificate of compliance		
5.	<u>GUARANTEE</u>		
5.1	The machine must be guaranteed for a period of 12 months.		

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6. SPECIFICATION: THREE ROW VAMP MACHINE(PURITAN MACHINE)

ITEM.	DESCRIPTION : THREE ROW VAMP MACHINE(PURITAN MACHINE)	INDICATE	
		COMPLY	NON COMPLY
1.1	The three needle chain stitch, bench mounted machine suitable for sewing vamps to quarters of men's shoes and boots.		
1.2	It must be capable of sewing from 1/32 inch up to and including '72 inch in thickness,		
1.3	Distance between needles 1/8 inch.		
1.4	Built in wax reservoir.		
1.5	The machine must be fitted with a safety guard covering the driving pulley and stop motion unit.		
1.6	Manual lubrication system,		
1.7	The machine must be capable of sewing various stitch length as fine as may desire up to and including 2 1/ of the inch.		
1.8	Number of machine required(quantity): 01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase ,50 hertz, Alternating current (AC) supply		
2.2	The starting equipment must include a no-volt and overload protection device and a push button control easy reach for the operator.		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English.		
3.2	to provide training on the use of the machinery		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge and issue the certificate of compliance		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12months from the date of installation.		

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7. SPECIFICATION: FLASH ACTIVATOR FOR SHOES(additional)

ITEM.	DESCRIPTION : FLASH ACTIVATOR FOR SHOES	INDICATE	
		COMPLY	NON COMPLY
1.1	Must have an infrared light with a boost bottom for activating.		
1.2	Must have an element to keep soles warm in the preparation for use.		
1.3	The device must have a time boost facility for measured heat action.		
1.4	Number of machine required(quantity): 01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	Machine must be equipped with an electrical motor suitable for 380v, 3phase ,50 hertz, Alternating current (AC) supply		
2.2	The starting equipment must include a no-volt and overload protection device and a push button control easy reach for the operator.		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English.		
3.2	The manufacturer to provide training on the use of the machine		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge and issue certificate of compliance after installation		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months.		

8. SPECIFICATION: STUCK ON PRESS FOR SHOES(additional)

ITEM.	DESCRIPTION : STUCK ON PRESS FOR SHOES	INDICATE	
		COMPLY	NON COMPLY
1.1	Must be hydraulic of pneumatic powered which is coupled with an electric controlling process.		
1.2	Pressing time and presser can be adjusted as necessary.		
1.3	Must be equipped with a power safety device and a pilot lamp. The device must have a time boost facility for measured heat action.		
1.4	Must be suitable for various shoe pressings		
1.5	Number of machine required(quantity): 01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase ,50 hertz, Alternating current (AC) supply		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English.		
3.2	The manufacturer to provide training on the use of the machine and issue certificate of compliance after installation		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge.		
4.	<u>GAURANTEE.</u>		
4.1	The machine must be guarantee for a period of 12 months.		

9. SPECIFICATION: HYDRAULIC PULLING AND LASTING MACHINE

ITEM.	DESCRIPTION : HYDRAULIC PULLING AND LASTING MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	The machine must be suitable for pulling and lasting the toe or toe part of flat bottom shoes and boots through melt rod of hot melt rod cement during the machine cycle.		
1.2	To be fitted with electric operated bedding dwell timing, wiper and cement heating and lighting where fitted.		
1.3	The machine should be equipped with heated bottom wiper blades.		
1.4	The machine must consist at least pincers to give a maximum scope for handling different last styles.		
1.5	A large shoe collection tray at the end of the cycle.		
1.6	Number of machine required(quantity): 01		
2.	<u>ELECTRICAL REQUIREMENTS</u>		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase ,50 hertz, Alternating current (AC) supply .		
2.2	The starting equipment must include a no-volt and overload and protection device and a push button control within easy reach of the operator.		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English including wiper plates, applicator and toe band		
3.2	The manufacturer to provide training on the use of the machine		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge.		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guaranteed of 12 months		

SPECIFICATION : ALUMINIUM MOULDS

ITEM	DESCRIPTION : ALUMINIUM MOULD FOR SHOE PRODUCTION	INDICATE	
		COMPLY	NON COMPLY
1.1	The mould must be suitable for injection moulding machine.		
1.2	The moulds and side frames should be manufactured from aluminum or a substance equivalent to aluminum.		
1.3	The construction of the mould must absorb the required temperature of 300 degrees Celsius without constructional stress or expansion on the mould.		
1.4	The moulds must be supplied with side frames to fit various sizes of moulds.		
1.5	Moulds per pair, left and right.		
1.6	Moulds must be suitable for direct injection to fit the existing last 6844 and consist of pairs of side rings and bottom stamps to do molding on the following sizes:- Number 5 (240) Number 6 (247) Number 7 (255) Number 8 (262) Number 9 (270) Number 10 (277) Number 11 (295) Number 12 (300)		
1.7	The successful tenderer must discuss the pattern of the moulds with this office and must design it according to the 6844 last used by the factory		
1.8	Quantity required :01 pair for each size		
3.	GAURANTEEE		
3.1	The moulds must be guaranteed for 12 months.		
3.2	The successful tenderer will be supplied with further particulars regarding type of last and required sole pattern.		
3.3	Supplier to provide short training on the use of the machine		

SPECIFICATION : 2 STATION TPR,PVC SOLE INJECTION MACHINE

ITEM.	DESCRIPTION : 2 STATION TPR,PVC SOLE INJECTION MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	A machine suitable for manufacturing of injection moulded soles using conventional plastic and raw material as TPR and PVC.		
1.2	Must have two mould holders.		
1.3	A mould clamping force of 2500KN.		
1.4	Maximum daylight of 400MM		
1.5	Mould dimension maximum 400MM		
1.6	Maximum mould high 80/180MM		
1.7	Injection height adjusting 32/96MM		
1.8	Must have security system with 2 start button		
1.9	Screw diameter of 60/65MM		
1.10	Injection volume 750/1000CM3		
1.11	Quantity required:01		
2.	ELECTRIC SPECIFICATION		
2.1	Machine must be equipped with a 4kw electrical motor suitable for 380volt, 3 phase ,50 hertz, Alternating current (AC) supply .		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in Afrikaans and English.		
3.2	The manufacturer to provide training on the use of the machine		
3.3	After installation of the machine it must be put in operation by the successful bidder without extra charge.		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months.		

SPECIFICATION: BUTTON HOLE (SINGLE NEEDLE LOCKSTITCH STRAIGHT BUTTONHOLE MACHINE)

ITEM	DESCRIPTION : SINGLE NEEDLE LOCKSTITCH STRAIGHT BUTTONHOLE MACHINE	INDICATE	
		COMPLY	NOT COMPLY
1.1	The machine must be able to perform uniform and well shaped stitches when producing buttonholes in medium to heavy materials.		
1.2	The machine must be able to perform whip and purk stitches.		
1.3	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220 volt, 50 hertz, ac supply.		
1.4	The machine must be equipped with a safety device to prevent the knife from cutting if the needle thread is broken.		
1.5	The machine must be equipped with a centre bobbin, sewing hosk and work clamp check.		
1.6	The machine must be equipped with a safety clutch, which will prevent the machine to start while the work clamp check is raised.		
1.7	Quantity required :15		
2.	ELECTRICAL SPECIFICATION		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220 volt, 1 phase, 50 hertz, ac supply.		
3.	SPECIFICATIONS		
3.1	The length or straight buttonhole approximately 6 to 25mm.		
3.2	Work clamp lift approximately : 10mm.		
3.3	Height of needle bar approximately : 10.3mm.		
3.4	Speed approximately : 2500 stitches per minute.		
4.	ACCESSORIES TO BE SUPPLIED AND MUST BE INCLUDED IN TENDER PRICE		
4.1	All standard equipment as supplied by the manufacturer including a operating and spare part manual in English.		
4.2	Manufacturer/supplier to provide training on the use of machinery		
4.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
5	GUARANTEE		
5.1	The machine must be guaranteed for the period 12 months.		

2 BUTTON ATTACHER (SINGLE NEEDLE 178 X 7 SIZE 18 OR 175 X 1 SIZE – 14 – 18)

ITEM	DESCRIPTION : BUTTON ATTACHER(SINGLE NEEDLE 178 X 7 SIZE 18 OR 175 X 1 SIZE – 14 – 18)	INDICATE	
		COMPLY	NOT COMPLY
1.1	The machine must be able to perform uniform and well-shaped stitches when producing sewing on the button. The machine must be able to sew on button on medium to heavy materials.		
1.2	The machine must be easily changed by operating lever. The machine must be able to sew on four holed button sewing mode and over the two holed button sewing mode in accordance with changing sewing specifications.		
1.3	The machine must be able to produce 1 500 stitches per minute.		
1.4	The machine must be supplied with a suitable stand and table.		
1.5	The machine must be equipped with a safety device to prevent the eyes when the needle thread is broken.		
1.6	The machine must be equipped with a looper for sewing and work check.		
1.7	The machine must be equipped with one pedal to start while the work clamp is raised.		
1.8	The machine must be supplied with a common attachment for holding the large, medium and small flat button size clamp.		
1.9	Number of machine required(quantity):15		
2.	ELECTRICAL SPECIFICATIONS		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 380 volts.3 phase, 50 hertz and ac supply		
3.	SPECIFICATIONS		
3.1	Thread trimming mechanism: Ordinary mechanism that the thread is cut out by the shock of button clamp lift.		
3.2	Sewing speed: 1500 stitches per minute.		
3.3	Feed length: 2.5 – 6.5mm.		
3.4	Kinds of buttons which the machine can sew : 2 and 4hole buttons, wrapped around buttons, wrapped around buttons with stay buttons, shank buttons and snap metal buttons.		
3.5	Button size : 10 – 28mm.		
3.6	Needle bar stroke: 48.6mm.		
3.7	Thread take up stroke: 48.6mm.		

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3.8	Button clamp lifting system: Automatic system.		
3.9	Sewing system: Single thread chain stitch.		
4.	ACCESSORIES TO BE SUPPLIED AND MUST BE INCLUDED IN TENDER PRICE		
4.1	All standard equipment as supplied by the manufacturer including an operating and spare part manual in English.		
4.2	Manufacturer/supplier to provide training on the use of machinery		
4.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
5.	GUARANTEE		
5.1	The machine must be guaranteed for 12 months.		

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3. SPECIFICATION : OVERLOCKER MACHINE (TWO NEEDLE 5-THREAD SAFETY STITCH)

ITEM	DESCRIPTION : TWO NEEDLE 5-THREAD SAFETY STITCH OVERLOCK MACHINE	INDICATE	
		COMPLY	NOT COMPLY
1.1	The machine must be able to perform uniform and well-shaped stitches when producing garments in medium to heavy materials. 2. SPECIFICATIONS 2.1 Overlock and serging without folding the material. 2.2 Pressure foot lift approximately: 10mm. 2.3 Height of needle bar approximately: 10.3mm. 2.4 Speed approximately: 2500 stitches per minute.		
1.2	The machine must be able to perform serging seams and sleeves on body, seams under sleeves, seams shoulder and side seams.		
1.3	The machine must be supplied with a suitable stand and table.		
1.4	The machine must be equipped with a safety device to prevent the needle from jumping to the eyes when not operated properly, or when the needle thread is broken.		
1.5	The machine must be equipped with the lower looper, upper looper and the chain looper in order to produce the overlocking and chain stitch.		
1.6	The machine must be equipped with two pedals, one for lifting up the pressure foot and the other operating the machine, which will be used to remove the material when the production is finished.		
1.7	Number of machine required(quantity): 30		
2.	ELECTRICAL SPECIFICATION		
2.1	The machine must be supplied with an electric induction motor wired for 220 volts. 1 phase, 50 hertz and ac supply		
3.	ACCESSORIES TO BE SUPPLIED AND MUST BE INCLUDED IN TENDER PRICE		
3.1	All standard equipment as supplied by the manufacturer including an operating and spare part manual in English.		
3.2	Manufacturer/supplier to provide training on the use of machinery		
3.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
4.	GUARANTEE		
4.1	The machine must be guaranteed for the period of 12 months.		

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4. SPECIFICATION: INDUSTRIAL FLAT BED SINGLE STICTH SEWING MACHINE

ITEM	DESCRIPTION : SPECIFICATION FOR INDUSTRIAL FLAT BED SINGLE STICTH SEWING MACHINE	INDICATE	
		COMPLY	NOT COMPLY
1.1.	The machine must be able to perform uniform with a low tension sewing that sews various kinds of medium and heavy fabrics. It must insure consistent stitch quality.		
1.2.	The machine must be have a cover around the pully (fan belt cover).		
1.3.	The machine must be equipped with an oil control system operated by a pump.		
1.4.	The machine must be equipped with a metal bobbin and bobbin case that is easy accessible for the operator		
1.5	The machine must equipped with an oil indicator on of the machine		
1.6	Quantity required :70		
2	SPECIFICATION		
2.1	Sewing speed:+-4500 stitches per minute		
2.2	Feed dog: three row		
2.3	Stitching length: max 5mm		
2.4	Needle bar stroke +-30.7mm		
2.5	Sewing system: single thread chain stitch		
2.6	- lift of the pressure foot by hand:5mm -lift of the pressure foot by knee:13mm		
2.7	Lubrication : automatically		
3.	ELECTRICAL SPECIFICATIONS		
3.1	The machine must be supplied with a cotton stand, table including and electric induction motor wired for 220 volts,1 phase, 50 hertz and ac supply.		
4	ACCESSORIES TO BE INCLUDED IN THE BID PRICE		
4.1	All standard equipment as supplied by the manufacturer included an operating and spare part manual written in English.		
4.2	Manufacturer/supplier to provide training on the use of machinery		
4.3	After installation of the machine it must be tested/put into operationby the successful bidder without extra charge and issue a certificate of compliance		
5.	GUARANTEE		
4.1	The machine must be guaranteed for the period of 12 months or more.		

5. SPECIFICATION: BOTTLE IRON PRESS

ITEM	DESCRIPTION : BOTTLE IRON PRESS	INDICATE	
		COMPLY	NOT COMPLY
1.1	The bottle must be able to hang on a hook or kept at an elevated area		
1.2.	The iron must have a 'steam press' button		
1.3.	The water must be automatically fed through a tube into the iron when pressing the 'steam button.'		
1.4.	The following must be included: -Water bottle - Steam hose and mini cleaning kit -Silicone pad for the iron to stand on		
1.5	Quantity required :05		
2	SPECIFICATION		
2.1	Power source-electric		
2.2	Power capacity-220volts, 1 phase		
2.3	Must have an on/off switch		
2.4	Must have turning heat regulator		
2.5	Water bottle capacity +-350ml		
2.6	Electrical Cord length +-1.5m with plug		
2.7	Water tube +-1.5m -2m		
3	ELECTRIC SPECIFICATION		
3.1	The machine must be supplied with a cotton stand, table including and electric induction motor wired for 220 volts,1 phase, 50 hertz and ac supply.		
4	ACCESSORIES TO BE INCLUDED IN THE BID PRICE		
4.1	All standard equipment as supplied by the manufacturer inclusive of an instruction manual, service manual and a spare part list written in English.		
4.2	The manufacturer to provide short training on the use of the iron		
4.3	After installation of the machine it must be put into operation by the successful bidder without extra charge.		
5.	GUARANTEE		
5.1	The machine must be guaranteed for the period of 12 months or more		

6. TWO NEEDLE, BOTTOM COVER STITCH, BELT LOOP MAKING MACHINE

ITEM	DESCRIPTION : TWO NEEDLE, BOTTOM COVER STITCH, BELT LOOP MAKING MACHINE	INDICATE	
		COMPLY	NOT COMPLY
1.1	The machine must be able to perform uniform and well-shaped belt loop when stitching the loop in medium to heavy materials.		
1.2	The machine must be able to sew and cut but automatically.		
1.3	The folders must be from 8 to 20mm in size.		
1.4	The machine must be equipped with a plain feed.		
1.5	The length between the needle and the needle plate must be +-34mm.		
1.6	The needles used must be UY 128 GAS from size 14-16 and equipped with one loop.		
1.7	The machine must be supplied with a suitable stand and table.		
1.8	The machine must be supplied with a knife system for cutting the belt loops.		
1.9	The machine must be supplied with two pedals for lifting and operation of the machine.		
1.10	Number of machine required (quantity): 01		
1.	ELECTRICAL SPECIFICATIONS		
2.1	The machine must be supplied with a suitable with an electric induction motor wired for 220 volts.1 phase, 50 hertz and ac supply		
3.	SPECIFICATIONS		
3.1	Stitch : 8 – 16mm.		
3.2	Lifting of pressor foot : 8 – 16mm.		
4.	ACCESSORIES TO BE SUPPLIED AND MUST BE INCLUDED IN TENDER PRICE		
4.1	All standard equipment as supplied by the manufacturer including an operating and spare part manual in English.		
4.2	Manufacturer/supplier to provide training on the use of machinery		
4.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
5.	GUARANTEE		
5.1	The machine must be guaranteed for the period of 12 months.		

7. HOOK AND BAR ATTACHING MACHINE: FOOT OPERATED.

ITEM	DESCRIPTION: HOOK AND BAR ATTACING MACHINE: FOOT OPERATED.	INDICATE	
		COMPLY	NON COMPL Y
1.1	The machine must be able to attached standard hooks and bars (hook and eye) on a trouser waistband that is manufactured from medium and heavy fabrics. .		
1.2	The machine must be made from durable material, reliable and easy to operate.		
1.3	The machine must be foot operated.		
1.4	The foot operated machine must be mounted on a durable table with the foot paddle reachable under the table.		
1.5	Quantity required :02		
2	ELECTRICAL APPLIANCES		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220 volts.1 phase, 50 hertz and ac supply		
3.	SPECIFICATIONS		
3.1	The machine must be equipped with a duel hook and bar die press tool fitted.		
3.2	Hook and Bar die: Must be able to insert a standard 4 (Four) claw hook and bar (eye).		
3.3	The machine must be equipped with a swing up top tool for easy loading of components.		
4	ACCESSORIES TO BE SUPPLIED AND MUST BE INCLUDED IN TENDER PRICE		
4.1	All standard equipment as supplied by the manufacturer included an operating and spare part manual in English.		
4.2	Manufacturer/supplier to provide training on the use of machinery		
4.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
5.	GUARANTEE		
5.1	The machine must be guaranteed for a period of 12 months or longer.		

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8. : BLIND STITCH MACHINE SINGLE NEEDLE

ITEM.	DESCRIPTION : BLIND STITCH MACHINE SINGLE NEEDLE	INDICATE	
		COMPLY	NOT COMPLY
1.1	The machine must be able to perform uniform hemming stitches. Suitable for blind stitch and chain stitch of skirts, trousers, cuffs, pockets, sleeves, neckbands and for knitwear		
1.2	The machine must be supplied with a looper and an on/off switch.		
1.3	The machine must be equipped with a knob which regulates the length of a stitch. Simple operation with complete functions		
1.4	Speed approximately 2500 stitches per minute.		
1.5	Number of machine required(quantity): 02		
1.6	Build in motor, strong and durable		
1.7	Safe and power saving		
1.8	With complete table and stand		
1.9	Simple operation with complete functions		
2.	ELECTRICAL SPECIFICATION		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220 volts.1 phase, 50 hertz and ac supply		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacture including an operating and spare part book in English.		
3.2	Manufacturer/supplier to provide training on the use of machinery		
3.3	After installation of the machine it must be tested/put into operation by the successful bidder without extra charge and issue a certificate of compliance		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for the period of 12 months.		

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9. SPECIFICATION: STAR 2 HEAD EMBROIDERY MACHINE

ITEM.	DESCRIPTION : STAR 2 HEAD EMBROIDERY MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	2 Head		
1.2	12 Needle colour change		
1.3	LCD Screen		
1.4	Automatic thread trimmer		
1.5	Fitted with a Thread break sensor		
1.7	2 sets of cap frames		
1.8	2 sets of every size flat frames		
1.9	Quantity =01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220V volts.1 phase, 50 hertz and ac supply		
2.2	Power consumption:100w		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part. Instruction book in English.		
3.2	To be tested after installation and offer short training on its operation on our premises		
3.3	After installation the manufacturer must issue a certificate of compliance		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months.		

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10. SPECIFICATION: HEAT SEALER MACHINE

ITEM.	DESCRIPTION : HEAT SEALER MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	Psf -650 foot Stamping Sealing Machine		
1.2	Quantity =01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220V volts.1 phase, 50 hertz and ac200 supply.		
2.2	Power consumption:620W		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part. Instruction book in English.		
3.2	To be tested after installation and offer short training on its operation on our premises		
3.3	After installation the manufacturer must issue a certificate of compliance		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months.		

11. SPECIFICATION: INDUSTRIAL BLINDSTITCH MACHINE

ITEM.	DESCRIPTION : INDUSTRIAL BLINDSTITCH MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	Build in motor, strong and durable		
1.2	Safe and power saving		
1.3	With complete table and stand		
1.4	Simple operation with complete functions		
1.5	Suitable for blind stitch and chain stitch of skirts, trousers, cuffs, pockets, sleeves, neckbands and for knitwear		
1.7	Quantity :02		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	Build in electric motor, strong and durable		
2.2	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 380V volts,3 phase, 50 hertz and ac supply, 9.25 kw		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English.		
3.2	To be tested after installation and offer short training on its operation on our premises		
3.3	After installation the machine must be put into operation by the successful bidder without extra charge		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months.		

12. SPECIFICATION: ZT200 PRINTER MACHINE

ITEM.	DESCRIPTION : ZT200 PRINTER MACHINE	INDICATE	
		COMPLY	NON COMPLY
1.1	8 dots per mm/203dpi • 12 dots per mm/300dpi (optional).		
1.2	Memory • Standard: 128MB flash (58MB user-available), 128MB DRAM		
1.3	Print width • 104mm/4.09" • Minimum: 0.75"/19.4mm		
1.4	Print speed • 152mm/6" per second		
1.5	Media sensors • Transmissive and reflective sensors		
1.6	Media characteristics • Maximum label and liner width: 114mm/4.5" • Maximum non-continuous label length: 991mm/39"		
1.7	Media width • 19.4mm/0.75" to 114mm/4.50"		
1.8	Print length • 203dpi: 3,988mm/157" • 300dpi: 1,854mm/73"		
1.9	Maximum media roll size • 203mm/8.0" O.D on a 76mm/3.0" I.D. core • 152mm/6.0" O.D. on a 25mm/1.0" I.D. core		
1.10	Media thickness • 0.076mm/0.003" to 0.25mm/0.010"		

1.11	Media types • Continuous, die-cut, notch, black-mark		
1.12	Quantity required:01		
2.	<u>ELECTRICAL SPECIFICATIONS</u>		
2.1	The machine must be supplied with a suitable stand and table, including an electric induction motor wired for 220 volts,1 phase, 50 hertz(47-63HZ) and ac supply; Energy Star-compliant, Power supply 100w		
3.	<u>ACCESSORIES TO BE INCLUDED IN TENDER PRICE</u>		
3.1	All standard equipment as supplied by the manufacturer including an instruction and spare part book in English.		
3.2	To be tested after installation and offer a short training on its operation on our premises.		
3.3	After installation the machine must be put into operation by the successful bidder without extra charge		
4.	<u>GUARANTEE</u>		
4.1	The machine must be guarantee for a period of 12 months from the date of installation.		

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AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL ARRANGEMENTS BETWEEN THE BIDDER AND THIRD PARTY

BID NUMBER: LMN 03/2021

DESCRIPTION: SUPPLY, DELIVERY, OFFLOADING AND INSTALLATION OF TEXTILE MACHINES AND SHOE FACTORY MACHINES AT WITBANK MANAGEMENT AREA FOR A PERIOD: ONCE OFF

NAME OF BIDDER: _____

CLOSING DATE: 13 AUGUST 2021

Are you sourcing the goods or services from a third party?

YES

NO

If you have answered YES to the above question, please provide full details from whom the items will be sourced/delivered, in the space provided on the pricing schedule (SBD 3).

DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING THE GOODS OR SERVICES FROM A THIRD PARTY:

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed on the SBD 3.1 (Pricing Schedule).
 - The unconditional written undertaking to supply the goods or services listed in the SBD 3.1 (Pricing Schedule) in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. **Failure to submit the BD 27 may invalidate the bid.**
4. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20__

Signature _____ Full name _____

Designation _____



**AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL
ARRANGEMENTS BETWEEN THE BIDDER AND THIRD PARTY**

BID NUMBER: LMN 03/2021

DESCRIPTION: SUPPLY, DELIVERY, OFFLOADING AND INSTALLATION OF TEXTILE
MACHINES AND SHOE FACTORY MACHINES AT WITBANK MANAGEMENT
AREA FOR A PERIOD: ONCE OFF

NAME OF BIDDER: _____

CLOSING DATE: 13 AUGUST 2021

THIRD PARTY UNDERTAKING

Note:

- A separate Undertaking must be completed by each Third Party;
- A letter issued on the official letterhead of the third party addressing the information below is acceptable.

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

It is hereby confirmed that a mutual agreement has been reached between myself and the bidder is therefore authorised to include the products listed in the SBD 3 (Pricing Schedule).

We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to the item/s listed in the table above.

SIGNATURE BY THE THIRD PARTY:

Signature: _____ **Full name:** _____

Designation: _____

Date: _____



DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT:

BID: LMN 03/2021

**SUPPLY, DELIVERY, OFFLOADING AND
INSTALLATION OF TEXTILE MACHINES AND
SHOE FACTORY MACHINES**

WITBANK MANAGEMENT AREA



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1. INTRODUCTION

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 2.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self-registration.

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

- 3.1 Bidders must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.
- 3.2 **The date of certification of the original on all copies submitted should not be older than six (6) months.**

4. CONTRACT PERIOD

- 4.1 The contract shall be for once-off delivery.

5. QUANTITIES

- 5.1 The quantities furnished in the bid are **actual quantities** that will be ordered.
- 5.2 The items mentioned above will be awarded as a whole, i.e. Textile machines as a whole and Shoe factory machines as a whole.

6. RESPONSE FIELDS

- 6.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 6.2 Bid documents should not be retyped or redrafted.



- 6.3 The following bid documents must be completed in ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to Bid
SBD 3	Pricing Schedule
SBD 4	Declaration of Interest
SBD 6.1	Claim Form in Terms of Preferential Procurement Regulations 2017
SBD 8	Declaration of Bidders past SCM Practises
SBD 9	Certificate of Independent Determination

- 6.4 Alternative offers may be made for any item(s) on condition that the offer complies with the specification. **It must clearly be marked as an alternative offer.**
- 6.5 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Pre-qualifying Criteria	Mandatory Requirements	Price and B-BBEE
Compliance with pre-qualifying criteria	Compliance with mandatory requirements	Bids evaluated in terms of Preferential Procurement Regulations, 2017

7.1 Phase 1: Pre-qualifying Criteria

- 7.1.1 The Preferential Procurement Regulations, 2017 prescribes that pre-qualifying must be used to advance designated groups.
- 7.1.2 **Only bids with a BBEE level one (1) to four (4) will be considered.**

7.2 Phase 2: Mandatory Requirements

7.2.1 Tax Matters

- 7.2.1.1 It is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.
- 7.2.1.2 The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 7.2.1.3 Bidder must be registered on the **Central Supplier Database (CSD)** and provide its CSD number and TCS Pin as per SBD 1.



- 7.2.1.4 When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.
- 7.2.1.5 **The bid will be awarded to the bidder who is tax compliant.**
- 7.2.2 **Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27)**
- 7.2.2.1 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/ distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid. **Failure to submit a signed (BD 27) signed by the bidder and his/her supplier will invalidate the bid.**
- 7.2.2.2 Third parties must especially acquaint themselves with the conditions applicable to price increases.
- 7.2.2.3 An original or original certified copy of a letter issued on the official letterhead of the third party addressing the information below is acceptable.
- 7.2.2.3.1 Confirmation that there is a mutual agreement between the bidder and the third party (manufacturer/dealer who normally keeps stock);
- 7.2.2.3.2 Confirmation that firm supply and financial arrangement are in place; and
- 7.2.2.3.3 Confirmation that the third party has familiarized themselves with the item descriptions / specification and bid terms and conditions relating to the listed items.
- 7.2.2.4 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.
- 7.2.2.5 **The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.**
- 7.2.2.6 If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer/dealer, the Department should immediately be notified and a new BD 27-form (confirmation of supply arrangements between the bidder and his/her supplier) should be submitted.
- 7.2.2.7 **The Department will only accept the completed and signed BD 27 and it must be attached with the standard bidding documents.**
- 7.2.3 **Bidding for all sub-items**
- 7.2.3.1 Bidders are not allowed to bid selected sub-items as the machines will be awarded as a whole as per paragraph 5.2



7.2.4 Local Content

7.2.4.1 Offers local and with regard to imported products will be considered.

7.2.5 Standards/Specifications

7.2.5.1 Bidders are required to comply with the attached National Department of Correctional Services Product Specification:

7.2.6 **Failure to comply with all requirements stipulated in paragraph 7.2.will invalidate your bid.**

7.3 Phase 3: Price and B-BBEE

7.3.1 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive price quotations will be adjudicated by the Department on the **80/20-preference** point system in terms of which points are awarded to bidders on the basis of:

- a) **Bid price (maximum 80 points)**
- b) **B-BBEE status level of contributor (maximum 20 points)**

7.3.2 The following formula will be used to calculate the points for price:

Cases with a Rand value below R50 million (all applicable taxes included)		
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$		
Where :		
PS	=	Points scored for comparative price of bid or offer under consideration
Pt	=	Comparative price of bid or offer under consideration
Pmin	=	Comparative price of lowest acceptable bid or offer

7.3.3 Subject to sub-regulation (3), points will be awarded to a bidder for attaining their B-BBEE Status Level of Contributor in accordance with the table below:

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



B-BBEE Status Level of Contributor	Number of points (80/20 system)
Non-compliant contributor	0

- 7.3.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit a valid and original/originally certified copy of B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point. **The date of certification of the original should not be older than six (6) months.**
- 7.3.5 Preference points will be allocated to bidders who have completed and signed the declaration part of the preference claim form on the SBD 6.1 and who have substantiated their claim for B-BBEE points by submitting a B-BBEE status level certificate issued by the following verification agencies:
- 7.3.5.1 *Bidders other than EMEs and QSE,s*
- a) Verification agencies accredited by SANAS; or
- 7.3.5.2 *Bidders who qualify as EMEs and QSE's*
- a) Sworn affidavit signed by the EMEs and QSEs representative and attested by a Commissioner of Oaths.
- Bidders can access the sworn affidavits templates on https://www.thedti.gov.za/economic_empowerment/bee_codes.jsp
- 7.3.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
- 7.3.7 Public entities and tertiary institutions must also submit a B-BBEE Status Level Verification Certificate together with their bids.
- 7.3.8 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 7.3.9 Failure on the part of the bidder to comply with paragraphs 7.3.4 and 7.3.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 7.3.10 The points scored will be rounded off to the nearest 2 decimals.

7.4 Phase 4: Awarding of bids

- 7.4.1 A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.
- 7.4.2 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.



- 7.4.3 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

8. VALUE ADDED TAX

- 8.1 All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

9. DECLARATION OF INTEREST (SBD 4)

- 9.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4).
- 9.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**
- a) The bidder is employed by the state; and/or
 - b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 9.3 The Declaration of Interest (SBD 4) must be completed in full.
- 9.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, and this Department will act against such bidder (company) and/or it's Directors in terms of paragraph 23 of the General Conditions of Contract.

10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

- 10.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.
- 10.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.**
- 10.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Declaration of Interest).

11. FRONTING

- 11.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:



- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
- b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.

11.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/ investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/ contract and may also result in the restriction of the bidder/ contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Department may have against the bidder/ contractor concerned.

12. PRICE AND PRICE QUALIFICATION

- 12.1 Prices for this contract are firm.
- 12.2 Prices shall be quoted in South African currency.
- 12.3 The bid prices shall be given in the units shown.
- 12.4 Prices must be inclusive of delivery cost and all applicable taxes.

13. SUBMISSION OF BIDS

- 13.1 Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the bid number and the closing date must be clearly endorsed.

14. LATE BIDS

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

15. COMMUNICATION

- 15.1 No communication with any Procurement Official will be allowed during the running period of the bid.
- 15.2 Communication after the closing date of the bid must be in writing and addressed to the Supervisor Procurement, Private bag x142, Pretoria, 0001
- 15.3 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your bid.

16. COUNTER CONDITIONS



- 16.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.

17. **VENDOR ASSESSMENT (CAPABILITY AND FINANCIAL ABILITY)**

- 17.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:

- a) The bidder's financial position to execute the contracts,
- b) Previous contracts executed and current contracts (SBD 4 and SBD 8 must be completed),
- c) Delivery **periods, quality and quantity of products.**

- 17.2 **Please provide contactable details of current and previous clients for the supply and delivery of similar items and where the business was gained in the last twelve months by means of a price quotation/bidding process (Reference letters from clients letter head).**

- 17.3 The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.

- 17.4 **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.**

18. **NEGOTIATIONS**

- 18.1 The Department reserves the right to negotiate with bidders prior to the award of the bid.

19. **ORDERS/DELIVERIES/DELIVERY BASIS**

- 19.1 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 19.2 Firm delivery period must be quoted for the duration of the contract period.
- 19.3 Products must be delivered, off loaded, installed and tested by the contractor in the factory area of the delivery point.
- 19.4 The supplier should provide **training** on the operation of the supplied equipment according to own manufacturer's training manual and trainer with costs at Departmental premises.
- 19.5 Delivery will be accepted on weekdays between 8:00 and 12:00.
- 19.6 All deliveries and dispatches must be accompanied by a delivery note stating the official order number against which the delivery is affected.
- 19.7 Deliveries not complying with the order/specifications will be returned to the contractor at the contractor's expense.



19.8 The Department of Correctional Services may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

19.9 Products must be guaranteed for a period of 12 months and training must be provided for operations.

20. PACKAGING

20.1 If applicable, your attention is drawn to the packaging requirements stipulated in the specification.

20.2 There should be a labelling/description of the delivered items on the outside of the packaging that will correspond with the invoice.

21. CONTRACT MANAGEMENT

21.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.

21.2 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

22. PENALTIES

22.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)

22.2 The following formula will be utilized for this purpose :

$$Penalty = \left(V \times \frac{10}{100} \right) \times N$$

V = Value of delayed goods or services

N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

22.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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."

22.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.



23. PAYMENTS

- 23.1 Payments will only be effected by the Department in the following cases:
- 23.1.1 The successful completion of a deliverable/ service in line with the specification/ terms of reference.
- 23.1.2 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- 23.1.3 The invoices must be accompanied by an inspection certificate and/or proof of delivery.
- 23.2 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

24. SETTLEMENT OF DISPUTES

- 24.1 Should any dispute arise from the contract paragraph 27 of the General Conditions of Contract shall apply.

25. PREVENTATIVE MEASURES FOR COVID-19 DISASTER

- 25.1 Service Providers must at all times ensure compliance with the preventative measures as espoused by the National Department of Health in combating the spread of COVID-19.
- 25.2 Your company are requested to either provide this office with your disaster plan in terms of COVID-19 or an assurance letter which details preventative mechanism for COVID-19.

The content of these Special Conditions have been noted and accepted.

Signature of Bidder: _____.

Name: _____.

Date: _____.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3

do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of

the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 ten (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 :

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction'
- (c) the period of restriction; and

- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base 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 (NIP) Programme

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.

35. 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 association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were 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.



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 Paragraph 1.2 should indicate either paragraph a) or b) not both.

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

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:

80/20

or

90/10

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

Where:

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

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of

contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of 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

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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



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

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

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

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION**
(REFER TO ANNEX B OF SATS 1286:2011)**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)****IN RESPECT OF BID NO.****ISSUED BY:** (Procurement Authority / Name of Institution):
.....**NB:**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.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
- (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



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

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the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

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

2. GENERAL

2.1. Introduction

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

The guideline consists of two parts, namely:

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

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

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

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

2.3.1.1. Imported directly by the tenderer:

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

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

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

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

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

3. ANNEXURE C

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

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

- C1. Tender Number**
Supply the tender number that is specified on the specific tender documentation.
- C2. Tender description**
Supply the tender description that is specified on the specific tender documentation.
- C3. Designated products**
Supply the details of the products that are designated in terms of this tender (i.e. buses).
- C4. Tender Authority**
Supply the name of the tender authority.
- C5. Tendering Entity name**
Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).
- C6. Tender Exchange Rate**
Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- C7. Specified local content %**
Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.
- C8. Tender item number**
Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

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

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

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

C12. Tender value net of exempted imported content

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

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

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

C15. Local content percentage (per item)

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

Tender Summary

C16. Tender quantity

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

C17. Total tender value

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

C18. Total exempted imported content

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

C19. Total imported content

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

C20. Total tender value

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

C21. Total exempted imported content

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

C22. Total tender value net of exempted imported content

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

C23. Total imported content

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

C24. Total local content

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

C25. Average local content percentage of tender

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

- D9. Local supplier**
Provide the name of the local supplier(s) supplying the imported product(s).
- D10. Overseas supplier**
Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).
- D11. Imported value as per commercial invoice**
Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).
- D12. Tender exchange rate**
Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.
- D13. Local value of imports**
Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.
- D14. Freight costs to port of entry**
Provide the freight costs to the South African Port of the exempted imported item.
- D15. All locally incurred landing costs and duties**
Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.
- D16. Total landed costs excl VAT**
Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.
- D17. Tender quantity**
Provide the tender quantity of the exempted imported products as per the tender specification.
- D18. Exempted imported value**
Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

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

D19. Total exempted imported value

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

Table B. Imported Directly By Tenderer

D20. Tender item numbers

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

D21. Description of imported content:

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

D22. Unit of measure

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

D23. Overseas supplier

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

D24. Imported value as per commercial Invoice

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

D25. Tender rate of exchange

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

D26. Local value of imports

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

D27. Freight costs to port of entry

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

D28. All locally incurred landing costs and duties

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

D29. Total landed costs excl VAT

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

D30. Tender quantity

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

D31. Total imported value

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

D32. Total imported value by tenderer

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

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

D33. Description of imported content

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

D34. Unit of measure

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

D35. Local supplier

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

D45. Total imported value by third party

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

Table D. Other Foreign Currency Payments

D46. Type of payment

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

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

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

D50. Tender rate of exchange

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

D51. Local value of payments

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

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

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

D53. Total of imported content and foreign currency payment

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

5. ANNEXURE E

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

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

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

E2. Tender description

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

E3. Designated products

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

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

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

Local Goods, Services and Works

E6. Description of items purchased

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

E7. Local supplier

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

E8. Value

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

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

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

E10. Manpower costs:

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

E11. Factory overheads:

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

E12. Administration overheads and mark-up:

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

E13. Total local content:

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

Local Content Declaration - Summary Schedule

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

[illegible]

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Note: VAT to be excluded from all calculations

[illegible][illegible]

Signature of tenderer from Annex B

Date: _____

(C20)	Total tender value
-------	--------------------

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

SATS 1286.2011

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: _____

Note: VAT to be excluded from all calculations

Pula

EU R 9.00

GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Calculation of imported content				Summary	
						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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

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

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Calculation of imported content				Summary	
						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

D. Other foreign currency payments

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

Summary of payments

Local value of payments

(D51)

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

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

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

(E1)

(E2)

(E3)

(E4)

(E5)

Tendering Entity name:

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)	

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

DECLARATION OF INTEREST

(NB : In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act No. 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department)

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where –
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full name of bidder or his or her representative :
 - 2.2 Identity number :
 - 2.3 Position occupied in the Company (director, trustee, shareholder, member) :
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust :
 - 2.5 Tax Reference Number :
 - 2.6 VAT Registration Number :
 - 2.6.1 The names of all directors / trustees / shareholders² / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the



management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder, presently employed by the state?

Yes

No

2.7.1 If so, furnish the following particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution

Any other particulars :

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes

No

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes

No

(Note : Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof :

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

2.8 Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the state in the previous twelve (12) months?

Yes

No

2.8.1 If so, furnish particulars :

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

2.9 Do you, or any person connected with the bidder, have any

Yes

No



relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

--	--

2.9.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars :

Name of person/ director/ shareholder/ member	Name of state institution to which the person is connected	Position occupied in the state institution	Nature of relationship

2.11 Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars :

.....

.....

.....

3. Full details of directors / trustees / members / shareholders :

Full name	Identity number*	Personal Tax Reference Number	State Employee Number / Persal Number



***Copies of Identity Document must be attached.**

DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPH 2 TO 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THE DECLARATION
PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

Note : Should the bidder or any of its directors/members or shareholders be employees of any organ of state as contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), such member/director or shareholder must submit a certified copy of the permission granted by the Executive Authority of his/her Department to conduct remunerative work in the Public Service as contemplated in the Public Service Act, 1994 (Act 103 of 1994) Chapter VII, Sections 30 and 31. Failure to submit the proof will automatically invalidate the bid. Knowingly not submitting it will make the person liable for fraud.



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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



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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



**CHECKLIST : COMPILATION TO ASSIST BIDDERS WITH COMPLETION OF
BID DOCUMENTS**

**BID LMN 03/2021: SUPPLY, DELIVERY, OFFLOADING AND INSTALLATION OF
TEXTILE MACHINES AND SHOE FACTORY MACHINES AT WITBANK
MANAGEMENT AREA FOR A PERIOD: ONCE OFF: LIMPOPO, MPUMALANGA
AND NORTH WEST REGION: DEPARTMENT OF CORRECTIONAL SERVICES.**

<u>Very important</u>	Did you take note the contents of the General Conditions of Contract and Special Conditions of Contracts regarding the below requirements?	Yes	No
1.	PRE - QUALIFYING CRITERIA Did you take note that only bids with a BBBEE Level one (1) to four (4) will be considered? (see Special Condition par 7.1.2)		
2.	MANDATORY CRITERIA		
2.1	TAX COMPLIANCE STATUS Did you take note that it is the responsibility of the bidder to ensure that their tax matters are in order (see Special Condition 7.2.1)		
2.2	AUTHORISATION DECLARATION (BD 27) Did you take note that any bidder who does not normally keep stock of the item and is sourcing the goods and services from the third (manufacturer/producer or dealer/ distributor who keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarized themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid?. Failure to submit a signed (BD27) signed by the bidder and his/her supplier will invalidate the bid (see Special Condition par 7.2.2.7)		
3.	STANDARDS / SPECIFICATION Did you take note that Bidders are required to comply with the attached National Department of Correctional		



	Services Product Specification? (see Special Condition par 7.2.5.1)		
4.	SUBMISSION OF BIDS		
4.1	Did you complete and sign the SBD 1 (invitation to Bid Form) ? Did you list the directors of your company with their contact details?		
4.2	Did you complete the preference claim form (SBD 6.1) w.r.t BBEE points?		
4.3	Did you attach an original certified BBEE certificate/sworn affidavit in support of your BBEE points claim?		
5.	DECLARATIONS		
5.1	Did you familiarize yourself with the contents of the Declaration of Interest (SBD4) and did you indicate your declaration (if applicable)?		
5.1.1	Did you complete and sign the Declaration of Interest SBD 4 form?		
5.2	Did you familiarize yourself with the contents of the Declaration Certificate for local production and content for designated sectors? (SBD 6.2)		
5.2.1	Did you complete and sign the declaration SBD 6.2 and local content annexures?		
5.3	Did you familiarize yourself with the contents of the Declaration of Bidder's past Supply Chain Management Practices?(SBD 8)		
5.3.1	Did you complete and sign the declaration SBD 8?		
5.4	Did you familiarize yourself with the contents of the Independent Bid Determination (SBD 9)		
5.4.1	Did you complete and sign the Independent Bid Determination form (SBD 9)?		
6.	PRICE AND PRICE QUALIFICATION (PRICING STRUCTURE AND SCHEDULE)		
6.1	Did you take note that all prices quoted for must be inclusive of supply, delivery and installation cost and all applicable taxes (see Special Condition par 12.4)		
7.	LATE BIDS		
7.1	Bids received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the bidder at the address indicated in the envelope(see Special Condition par 14.1)		
	Take note that no late bids will be considered!		