



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

Private Bag X152, PRETORIA, 0001 • OR Tambo Bld, 460 Soutpansberg Road, Rietondale, PRETORIA, 0084
Tel: +27 (0) 12 351 1000 • www.dirco.gov.za

Reference : **DIRCO 05/2021/22**
Enquiries : Mr K Mokoro; Mr S Molekoa; Mr RT Motloun and Mr NC Seema
Telephone : 012 351 0915/ 0362/ 8640/ 0000
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 05-2021/22**
2. **REQUEST FOR INVITATION TO SERVICE PROVIDERS TO BID FOR THE MANUFACTURING AND SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING TO ELIGIBLE OFFICIALS WITHIN THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION FOR A PERIOD OF THREE (3) YEARS**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 4 November 2021 at 11:00AM**
5. **A non-compulsory virtual briefing session will be held on: 20 October 2021 10:00am. Bidders can join a non-compulsory briefing session using a link provided on the website where the tender is advertised.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

This envelope can be placed in the bid box at DIRCO New Head office Building, 460 Soutpansberg road Rietondale Pretoria.

OR

If posted, place the aforementioned envelope in a covering envelope addressed as follows:
Department of International Relations and Cooperation 460 Soutpansberg Road Rietondale 0084.

NB: Please submit one original and two copies of the proposal.

Non compliance with any of **the above** conditions will result in **your bid being disqualified**.

Yours faithfully

Acting

CHIEF DIRECTOR

DATE: 08/10/2021

• Kgoro ya Tirisano le Tšhomišano ya Dinaga tša Boditšhabatšhaba • Lefapha la Dikamano le Tshebedisano Dinaheng tsa Matjhaba • Lefapha la Dikamano tsa Boditšhabatšhaba le Tirisano • UMnyango Wezobudlelwano Nokubambisana Bamazwe Namazwe • Litiko Letebudlelwane Bemave kanye Nekusebentsana • ISebe lezobudlelwane neNtsebenziswano yamZwe ngamaZwe • UmNyango weTjhebiswano nokuSebenzisana kweenTjhabatjhaba • Muhasho wa Vhushaka ha Dzitshakatshaka na Tshumisano • Ndzawulo ya Vuxaka bya Matiko ya Misava na Ntirhisano • Departement van Internasionale Betrekkinge en Samewerking

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

**DIRCO 05/2021/2022: INVITATION TO BID FOR THE
MANUFACTURING AND SUPPLY OF UNIFORM AND
PROTECTIVE CLOTHING TO ELIGIBLE OFFICIALS WITHIN
THE DEPARTMENT OF INTERNATIONAL RELATIONS AND
COOPERATION FOR A PERIOD OF THREE (3) YEARS**



TERMS OF REFERENCE

1. INTRODUCTION

- 1.1. The Department of International Relations and Cooperation (DIRCO) is entrusted with the formulation, promotion and execution of South Africa's foreign policy and with daily conduct of South Africa's international relations. The Minister of DIRCO, in accordance with Cabinet portfolio responsibilities advises the Presidency and Ministers on international matters in which they should be involved, provides them with strategic information on developments in the international arena, facilitates their participation at international events, and advises them on policy options that they may pursue in the national interest.
- 1.2. The Directorate: Security provides safe and secure work environment within DIRCO in compliance with the Minimum Information Security Standards and create a condition that enables DIRCO to formulate and implements foreign policy objectives without interference, manipulation and diversion by adversaries.
- 1.3. DIRCO therefore has an obligation to provide uniform and protective clothing to eligible officials within the Directorate: Security, in line with the PSCBC Resolution No 3 of 1999 which prescribes for the employer to provide uniform if an employee's work requires that she/he wear a uniform and/or provide and launder protective clothing for an employee where necessary.

2. PURPOSE

- 2.1. The Terms of Reference (TOR), is compiled to assist DIRCO to identify and select the most appropriate bidder/s to manufacture and supply uniform and protective clothing to eligible officials within the Directorate: Security.
- 2.2. DIRCO invites interested bidder/s that meet the requirements listed in this document to submit proposals regarding their products and service offerings. All information shall be submitted in the format stipulated in this TOR.

3. SPECIFICATIONS REQUIREMENTS

- 3.1 The bidder/s are requested to refer to annexures A and B:
 - 3.1.1. **Annexure A** – Detailed specifications
 - 3.1.2. **Annexure B** – Pricing Schedule

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4. EVALUATION METHODOLOGY

All bids received will be evaluated in the following phases:

4.1. Phase 1: Responsive Criteria

4.1.1. The minimum requirements that must be satisfied / met by prospective bidder/s in order to proceed to the next stage of the evaluation process are:

Documents that must be submitted	Comments
Standard Bid Documents (SBD): SBD1, SBD 4, SBD 8, SBD 9	Completed and signed SBD1, SBD 4, SBD 8, SBD 9 In the event a bidder fails to submit the completed documents at the time of submitting the proposal, the bidder will be requested to submit the documents within 3 days from the date of request, failure to submit the documents will disqualify the bidders. In case of Joint Venture arrangement, all parties must also submit all the mandatory documents.
SBD 6.1	Completed and signed SBD 6.1 B-BBEE points will be allocated to bidders on submission of the following documentation or evidence: • A duly completed and signed Preference Point Claim Form: SBD 6.1; and • B-BBEE Certificate or a sworn affidavit Failure to submit the signed documents will not be a disqualifying factor but will result in the bidder forfeiting the BBEE points.
SBD 6.2 form	All bidders must complete, initial and sign the SBD 6.2 to comply with the requirements of local content as per the requirements set by the Department of Trade Industry and Competition (DTIC) SBD 6.2 must be submitted along with the relevant annexures provided. Failure to submit these documents will result in the bidder being disqualified.

Registration on Central Supplier Database (CSD)	Bidders must be registered as a service provider on the CSD. If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration. Bidders that are not registered on the CSD will be disqualified.
Tax compliance Status on CSD	Tax compliance Status will be confirmed upon awarding of the bid. Bidders who are not compliant after being given 7 days to correct their tax status will be eliminated.
SBD 3.1 form	All bidders must complete, initial and sign the SBD 3.1 form. All prices must be quoted in South African Rand and include VAT The form must be filled in looking at Annexure B NB: All SBD 3.1.1, SBD 3.1.2, SBD 3.1.3 and SBD 3.1.4 must be signed Failure to submit SBD 3.1 will result in the bidder being disqualified
Joint Venture agreement	In case of Joint Venture arrangement, a signed Joint Venture agreement must be attached with all SBD forms and a joint BBBEE certificate. Failure to submit proof will result in the bidder being disqualified
The bidder/s must submit a commitment letter indicating that they will be able to keep the same fabric, colors and embroidery for the duration of the contract period without variations.	Failure to provide this letter will result in the bidder being disqualified
The bidder/s must submit a commitment letter indicating that they will be able to deliver within 3 months after	Failure to provide this letter will result in the bidder being disqualified

within 3 months after appointment and also indicate that replacement orders will delivered within 2 weeks	
Submission of verifiable capacity to deliver the services and goods (financial viability). Bidders should be able to provide proof that they have access to finance of a minimum of two hundred thousand Rand (R200 000.00) to procure, supply and deliver the goods and services.	Failure to submit proof will result in the bidder being disqualified
Bidders are required to submit a current SABS capability report with the bid	Bidders are required to submit a current SABS capability report indicating that all garments comply with SABS clothing and protective wear standards. Failure to submit the report will result in the bidder being disqualified.

4.2. Phase 2: Functionality Criteria

4.2.1. Evaluation stages – Phase 1 (Paper Evaluation) and Phase 2 (Site inspection)

The evaluation will be conducted based on proposals submitted.

4.2.2. A bidder/s and its partner that scores less than 60% in respect of Functionality will be regarded as having submitted a non- responsive bid and will be disqualified.

4.2.3. Proposal Evaluation

The following evaluation criteria will be used by the panel members of the Bid Evaluation Committee to evaluate proposals and score them according to the under mentioned criteria:

A panel will evaluate all proposals for functionality.

Functionality (Stage 1): Paper Evaluation

NR	CRITERIA	RESPONSE REQUIRED	WEIGHT												
1	Capability to Deliver	Bidder/s must demonstrate that they have experience in designing, manufacturing and supplying of uniform and protective clothing. Provide details on designing, manufacturing and supplying and signed letter/s of reference with contactable details. References should be for clients with requirements similar to those of bid requirements. DIRCO reserves a right to contact these references, and to discuss the client's level of satisfaction with the bidder and its services. <table><tr><th>Matrix</th><th>Points</th></tr><tr><td>2 testimonial with reference</td><td>1 Point</td></tr><tr><td>3 testimonials with references</td><td>2 Points</td></tr><tr><td>4 testimonials with references</td><td>3 Points</td></tr><tr><td>5 testimonials with references</td><td>4 Points</td></tr><tr><td>6 testimonials with references</td><td>5 Points</td></tr></table>	Matrix	Points	2 testimonial with reference	1 Point	3 testimonials with references	2 Points	4 testimonials with references	3 Points	5 testimonials with references	4 Points	6 testimonials with references	5 Points	30
Matrix	Points														
2 testimonial with reference	1 Point														
3 testimonials with references	2 Points														
4 testimonials with references	3 Points														
5 testimonials with references	4 Points														
6 testimonials with references	5 Points														
2	Experience	Bidder/s must have relevant five years' experience <table><tr><th>Matrix</th><th>Points</th></tr><tr><td>1 year</td><td>1 Point</td></tr><tr><td>2 years</td><td>2 Points</td></tr><tr><td>3 years</td><td>3 Points</td></tr><tr><td>4 years</td><td>4 Points</td></tr><tr><td>5 years</td><td>5 Points</td></tr></table>	Matrix	Points	1 year	1 Point	2 years	2 Points	3 years	3 Points	4 years	4 Points	5 years	5 Points	30
Matrix	Points														
1 year	1 Point														
2 years	2 Points														
3 years	3 Points														
4 years	4 Points														
5 years	5 Points														

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3	Project Management Plan	Bidder/s must provide a detailed Project Management Plan that highlights the following factor: • Planning • Design • Production • Delivery timeframes • Quality Control <table><tr><th>Matrix</th><th>Points</th></tr><tr><td>One factor</td><td>1 Point</td></tr><tr><td>Two factors</td><td>2 Points</td></tr><tr><td>Three key factors</td><td>3 Points</td></tr><tr><td>Four Factors</td><td>4 Points</td></tr><tr><td>Five factors</td><td>5 Points</td></tr></table>	Matrix	Points	One factor	1 Point	Two factors	2 Points	Three key factors	3 Points	Four Factors	4 Points	Five factors	5 Points	40
Matrix	Points														
One factor	1 Point														
Two factors	2 Points														
Three key factors	3 Points														
Four Factors	4 Points														
Five factors	5 Points														
Values: 1=Poor, 2=Fair, 3=Good, 4=Very Good, 5=Excellent															
	Total		100												

NB: All bidders that obtained at least 60% on paper evaluation will qualify for the next stage which is site inspection

Functionality (Stage Two): Site Visits

NR	Criteria	Response required	WEIGHT												
	Site Visits	Site inspection will be conducted at the production site indicated by the bidder. During the site inspection the bidder must demonstrate/illustrate the following focus points: • Company establishment (offices, warehouses, storerooms, security etc.) • Infrastructure (production equipment, machinery etc.) • Company Management system and labour • Capacity to deliver • Patterns and designs • Materials and fabrics <table><tr><th>Criteria</th><th></th></tr><tr><td>2</td><td>1 Point</td></tr><tr><td>3</td><td>2 Points</td></tr><tr><td>4</td><td>3 Points</td></tr><tr><td>5</td><td>4 Points</td></tr><tr><td>6</td><td>5 Points</td></tr></table>	Criteria		2	1 Point	3	2 Points	4	3 Points	5	4 Points	6	5 Points	100
Criteria															
2	1 Point														
3	2 Points														
4	3 Points														
5	4 Points														
6	5 Points														
Values: 1=Poor, 2=Fair, 3=Good, 4=Very Good, 5=Excellent															
	Total Weight		100												

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NB: All bidders that obtained at least 60% on site visit will qualify for the last phase which is Price and BEE

4.3. Phase 3: Price and preference

A panel will evaluate all proposals received on a basis of price (80) points and B - B B E E (20) points.

The applicable formula 80/20 will be utilized to evaluate the bid, of which ninety (80) points are allocated for price and for the remaining ten (20) points certain goals have been targeted and the points allocated for these goals are indicated in the enclosed SBD 6.1 form that must be completed in detail.

POINTS AWARDED FOR PRICE

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

In terms of Regulation 5 (2) and 6 (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 (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

- a. Bidder/s and its partner who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor or a sworn affidavit. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- b. Bidder/s and its partner other than EME's must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- c. **A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**
- d. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5. INSTRUCTIONS TO BIDDER/BIDDERS

- 5.1. Bidder/s must provide a proposal in response to this TOR and responses must be in three (3) hard copies.
- 5.2. The proposal should be signed by a person, or people, duly authorized to bind the provider to contract.
- * 5.3. Fabric of each item must be included and samples of uniform and protective clothing to fit A4 size envelope.
- 5.4. The bidder/s agrees that design, material and colors of all items would be made available during the period of the contract.
- 5.5. Covering Letter

The proposal must be accompanied by a covering letter appropriately signed by a duly authorized official of the organization to bind the bidding entity.
- 5.6. TOR Questions and Clarifications

All requests for clarification, as well as DIRCO's responses, will be made available in writing to all parties that have received copies of the TOR, without identifying the source of the enquiry.

All questions relating to the bid must be directed to DIRCO Supply Chain Management section.
- 5.7. Proposal Response Format

Bidder/s must address all information specified by this TOR. All questions must be answered completely. DIRCO reserves the right to verify any information contained in the bidder's TOR response, and to request additional information after the TOR response has been received.

6. GENERAL CONDITIONS

- 6.1. DIRCO will enter into a service level agreement with the successful bidder/s to supplement the master agreement. The service level agreement will among others, govern the relationship between the parties; ensure that services are provided according to specified standards and within stipulated timeframes; and to provide for remedies for under/poor performance and non-compliance with terms and conditions of the service level agreement.
- 6.2. DIRCO reserves the right to appoint more than one bidder/bidders.
- 6.3. The bid evaluation will only be done on the basis of information that was requested and provided.

- 6.4. The bid evaluation process does not obligate DIRCO to make use of any proposed services. Acceptance of any proposal shall only indicate a willingness to include the information into an analysis or to commence negotiations and shall not place any other duties or liabilities on DIRCO. DIRCO shall have no obligation to furnish any formal acceptance or non-acceptance of any information presented.
- 6.5. All documents submitted in response to this proposal shall become the property of DIRCO.
- 6.6. DIRCO reserves the right and full discretion to:
 - 6.6.1. Withdraw from this process and the provisions of the bid at any time;
 - 6.6.2. Cancel this bid at any time and all subsequent proposals may be rejected in whole or in part.
 - 6.6.3. Change the dates of adjudication and submission;
- 6.7. The department's decisions will be final and no correspondence will be entered into from the closing date of submissions until after the selection process has been completed. Bidder/s will be formally notified of the outcome of the bid.
- 6.8. A bid proposal will only be deemed accepted once written notice is given by DIRCO to the successful bidder and a service level agreement has been entered into between parties.
- 6.9. Receipt of a proposal neither commits DIRCO to award the bid to any entity, even if all requirements stated in this TOR are met, **nor does it limit DIRCO's right to negotiate in its best interest.**
- 6.10. It will be accepted that the bidder/s, on submitting the bid response, has read, understood and accepted all the terms and conditions of this TOR. It shall therefore be presumed by DIRCO that the submission of the bid proposal by any bidder confirms its complete acceptance of the terms and conditions of the document.
- 6.11. DIRCO reserves the right to invite bidder/s to present or otherwise demonstrate their proposed solution to clarify aspects that are required as part of the evaluation process, at the respondent's own costs.
- 6.12. DIRCO reserves the right to conduct site visit to verify the existence of the facilities and resources that will enable to the bidder to deliver as part of the evaluation process.
- 6.13. DIRCO will not be responsible for or pay any expense or losses which may be incurred by any bidder/s in the preparation and submission of the bid proposal and the costs of the proposal at all stages of the bid process shall be for each bidder's own account.
- 6.14. If a bidder/s and its partner, or any person employed by him/her/it, is found to have either directly or indirectly offered, promised or given to any person in the employ of DIRCO any commission, gratuity, gift or other consideration, DIRCO shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to immediately disqualify the bidder. The bidder/s will be responsible for all and any loss that DIRCO suffers as a result hereof.



- 6.15. All information and pricing will be treated as strictly confidential and will be used for the evaluation of the bid only. No information will be disclosed to parties outside of the bid evaluation committee.
- 6.16. Please supply a covering letter on your own letterhead signed by your duly authorised representative of the entity and acknowledgement containing the following:
- "The bidder/s and its partner warrants that any or all the information disclosed in the bid response is true and correct and will be binding; the bidder agrees to provide any documentary proof of such information that may be requested by DIRCO at any stage during the bid process"**
- 6.17. Throughout this bid process and thereafter, prospective bidder/s must obtain from DIRCO written approval prior to the release of any information that pertains to the potential work or activities covered by this bid or the subsequent process. Failure to adhere to this requirement will result in immediate disqualification from the bid process and DIRCO reserves the right to institute legal proceedings against the bidder/s.
- 6.18. DIRCO will treat all proposals as confidential until a contract is awarded or the process is completed. Thereafter, proposals and related documentation may be made available for inspection at DIRCO's sole discretion, except for material that is proprietary or confidential. DIRCO will not disclose or make public any information, which the bidder/s and its partner has marked "proprietary" or "confidential".
- 6.19. Short-listed bidder/s will be required to undergo security screening. The successful bidder/s will be required to sign Confidentiality Agreements with DIRCO as and when required.
- It is compulsory for all persons employed or contracted by the successful bidder/s and its partner and who will partake in this project to undergo security vetting.**
- 6.20. DIRCO reserves the right to require the replacement of any person assigned to this project, should they not receive a successful security clearance, at the commencement of the contract.
- 6.21. Bidder/s are required to submit a list of their partners that will be involved in this projects and during the contract period.
- 6.22. Bidder/s are reminded that as per National Treasury regulations, all prospective must have registered on the national Treasury central supplier database.
- 6.23. Bidder/s are required to indicate the costing per item for ease of evaluation, including total ceiling price for the period of three years.
- 6.24. The material delivered must be the same as the samples presented to DIRCO during evaluation process.

7. SPECIAL CONDITIONS

- 7.1. The company must be able to supply the entire uniform and protective clothing (both male and female) including the accessories, these include items such as the ties, scarves, shoes, socks etc. in a box for each official. If a company is not in a position to design, manufacture and supply, a consortium may be formed, however DIRCO will enter into a contract with the appointed company
- 7.2. The appointed company will be required to cede the design rights for the uniform to DIRCO
- 7.3. Provisions should be made for maternity range.
- 7.4. The delivery of the first consignment of uniforms must be within 3 months of placing an order. Any supplementary and replacements orders must be delivered within 2 to 4 weeks of placing an order
- 7.5. Unless otherwise stated, orthopedic shoes must be supplied as staff work long and rigorous hours
- 7.6. The appointed company will be expected to measure personnel to ensure the fit of uniform and this will be done onsite i.e. DIRCO Head Office.
- 7.7. The appointed company will be expected to do all alterations and deliver within 2 to 4 weeks of submission of garments to be altered
- 7.8. A current SABS capability report must be submitted with the bid
- 7.9. All garments must comply with SABS clothing and protective wear standards.
- 7.10. The evaluation committee may randomly select a wardrobe and send it to SABS for testing to ensure that the delivered garments comply with the specifications. This testing will be at the cost of the appointed service provider.
- 7.11. All related expenses i.e., transport / shipping, alterations, fabric testing, manufacturing and overheads etc. will be at the expense of the supplier.
- 7.12. The appointed service providers will be required to deliver the uniforms to DIRCO Head Office.
- 7.13. The recommended Service Provider will be expected to provide the Department with **TWO** pre-production samples in the following size ranges i.e., 32, 40 and 50. The Department will hold **ONE** pre-production sample while the other will remain with the Service Provider for reference purposes before appointment.
- 7.14. Upon appointment a Service Level Agreement between the Service Provider and the Department will be entered into.

8. FEES AND PAYMENT SCHEDULE

- 8.1. Fees must be quoted in South African currency.
- 8.2. All prices quoted must include Value Added Tax (VAT).
- 8.3. Price adjustments will be allowed at the times and periods specified in the Terms of reference. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 8.4. Bidder/bidders and its partner should take note that the Department will pay within 30 days after the receipt of a valid tax invoice and after the services have been rendered to DIRCO's satisfaction.
- 8.5. The format of the quotation/price list must be the same as the specification list attached to this document. (SBD3.1) Please do not submit in any other format.

9. CONTACT PERSONS AND SUBMISSIONS

9.1. Enquiries

All enquiries can be directed to Supply Chain Management: Tel: +27 12 351 0915/9198/012 301 8640
Fax: +27 12 329 1267
Email address: mokorok@dirco.gov.za or seeman@dirco.gov.za or motloungr@dirco.gov.za or molekoas@dirco.gov.za

9.2. Submission of Proposals

- 9.2.1. Prospective bidders should submit their bonded proposals in a sealed envelope with the details of the specific bid on the outside of the envelope to:

Per hand

Department of International Relations and Cooperation
Bid Box, OR Tambo Building
460 Soutpansberg Street
Rietondale
Pretoria
0084

NB: Please submit one original and two copies of the proposal.

- 9.2.2. Submissions should be posted to be received or hand delivered to the mentioned addresses on or before 11:00am on the **04 November 2021**
- 9.2.3. A Non-Compulsory briefing session will be on the **20 October 2021** on Microsoft Teams, a link will be provide on the DIRCO website as well as etenders.

Prospective service providers/suppliers are encouraged to submit their proposals before the closing time and date, as late submissions will not be accepted.

E-Mailed or faxed submissions shall not be accepted.

A handwritten signature in black ink, appearing to be 'Mark', is located in the bottom right corner of the page.

ANNEXURE "A"**DETAILED SPECIFICATIONS**

SECURITY (INTERNAL MAIL DISTRIBUTION) FEMALES	
ITEM	FABRIC DESCRIPTION
Dust Coat	Cotton (M, XL, XXL)
Dust masks	Filtering face piece (FFP3) Disposable
Safety gloves	Durable leather
Shoes	Genuine Leather, Black Formal Shoes Orthopaedic Lace up or Slip on shoes Size Range from 4 – 13 Company must bring sample for selection
Winter Breaker	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219)
Pantyhose	Extra sheer black
Pullover (V Neck style)	100% cotton
Belt	Black genuine leather
4 Skirts/Pants	Black knee-skirt, 100% lining
Blouses	100% Cotton polyester 2 x short sleeve, 2 x long sleeve
SECURITY (INTERNAL MAIL DISTRIBUTION) MALES	
ITEM	FABRIC DESCRIPTION
Dust Coat	Cotton (M, XL, XXL)
Dust masks	Filtering face piece (FFP3) Disposable
Safety gloves	Durable leather
Safety shoes	Safety shoes Boot-type slip on with plastic toe-cap (not steel)
Winter jacket (windbreaker)	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219)
Safety goggles	100% UV protection
Durable genuine leather shoes	Genuine leather/black/formal Orthopaedic lace up or slip on shoes
Belt	Black genuine leather
Pullover (V Neck style)	100% cotton
Shirts	2 x Long sleeve 2 x short sleeve
Chinos	100% cotton
Golf T-shirts	Cotton nylon with Coat of Arms (Not on ToR)
SECURITY (DIPLOMATIC BAG) FEMALES	
ITEM	FABRIC DESCRIPTION
Dust Coat	Cotton (M, XL, XXL)
Dust masks	Filtering face piece (FFP3) Disposable
Safety gloves	Durable leather

Shoes	Genuine Leather, Black Formal Shoes Orthopaedic Lace up or Slip on shoes Size Range from 4 – 13 Company must bring sample for selection
Winter Breaker	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219)
Pantyhose	Extra sheer black
Pullover (V Neck style)	100% cotton
Belt	Black genuine leather
4 Skirts/Pants	Black knee-skirt, 100% lining
Blouses	100% Cotton polyester 2 x short sleeve, 2 x long sleeve

SECURITY (DIPLOMATIC BAG) MALES

ITEM	FABRIC DESCRIPTION
Dust Coats	Cotton (M,XL,XXL)
Chinos	100% cotton
Golf Shirts	100% Acrylic (S,M,XL,XXL)
Durable Genuine Leather Shoes	Genuine leather
Pairs of socks	100% polyester
Shirts (Short Sleeve)	100% polyester
Winter Jacket	Cotton/Polyester mix, fully lined zip or buttons, wind breaker Full length of front
Pull Over (V Neck Style)	100% cotton
Belts	Black, genuine leather
Trouser	Trousers, classic fit with pleats, 100% cotton

SECURITY (MISSION AND INFORMATION SECURITY) FEMALES

ITEM	FABRIC DESCRIPTION
Suits (Jacket & Skirt)	Jacket , SANS Type 39 Knee Skirt, SANS 985 Type 39, 100% Polyester 100% Lining, Black
Trouser (To match suit)	Polyester 100%, Make Provision for Belt Hook and eye above Zip Classic pants front Zip 2 Pleats on either side of the zip in front Black (167c-2006 of CKS 1219)
Blouse	100 % Cotton, White Button and Holes, Long sleeve cufflink shirt Sleeve of different lengths
Jersey (V-Neck)	100% Wool, Open with buttons from top to bottom
Shoes	Genuine Leather, Black Formal Shoes, Orthopaedic, Non slip shoes Size Range from 3 – 9 Company must bring sample for selection
Pairs of pantyhose	Extra sheer, cotton lined gusset and matt, Panty house for winter (5) Black, Stockings Mexican Silver/ Black Mail
Winter Jacket	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219) Double Breasted and Long Sleeve 2 Sided pockets, Button and holes in the front and on the sleeve. Fully lined (Part 7 SANS 1387:2003)
Chinos (Skirt)	100% Cotton, Silver Grey with front pockets
Warm Coat	100% Cotton, Short

Belt	Ladies Belt, Genuine Leather. Black Fit Sizes 32 to 52 Width 3.5
Golf T Shirt	Cotton Nylon, Black. Code of Arm With 1 Pocket Company must bring sample for selection as we are looking for ladies design
Scarf	100% Chiffon– cruvets and rectangular. Maroon and Black Patterned featuring the code of Arms Shape of Scarves
Raincoat	With a cap , unisex, Navy Blue/ Black
Umbrella	Auto Open and Manual Close 2 fold Umbrella, Navy Blue/ Black

SECURITY (MISSION AND INFORMATION SECURITY) MALES	
ITEM	FABRIC DESCRIPTION

Suits (Jacket & Trouser)	Jacket SANS Type 3 Pants SANS 985 Type 39 100% Polyester, Black (167c-2006 of CKS1219) Double breasted Lined Collar (Part 7 SANS 1387:2003) Rounded jacket without sledges
Trouser (To match suit)	Trousers, classic fit with pleats, 100% cotton
Shirt (L Sleeve)	100% Cotton, White
Shirt (S Sleeve)	100% Cotton, White
Tie	100% Polyester, Black and Maroon Featuring the code of Arms
Jersey (V-Neck)	100% Cotton, Black Featuring the code of Arms
Shoes	Genuine Leather, Black Formal Shoes Orthopaedic Lace up or Slip on shoes Size Range from 4 – 13 Company must bring sample for selection
Pair of Socks	100% cotton, Black
Winter Jacket	80% cotton % 20% Polyester, With no Flips, Black
Chinos	Silver Grey, Two Back Pockets
Warm Coat	100% Cotton, Short, Black
Belt	Genuine Leather, Black Fit Sizes 32 to 52 Width 3.5
Golf T Shirt	Cotton Nylon, Black Code of Arm With 1 Pocket
Rain Coat	With a cap, Navy Blue/ Black
Umbrella	2 Fold Manual Open rain Umbrella, Navy Blue/ Black

SECURITY (OPERATIONAL SECURITY) MALES	
ITEM	FABRIC DESCRIPTION

Suits (Jacket & Trouser)	Jacket SANS Type 3 Pants SANS 985 Type 39 100% Polyester, Black (167c-2006 of CKS1219) Double breasted Lined Collar (Part 7 SANS 1387:2003) Rounded jacket without sledges
Trouser (To match suit)	Trousers, classic fit with pleats, 100% cotton
Shirt (L Sleeve)	100% Cotton, White
Shirt (S Sleeve)	100% Cotton, White

Tie	100% Polyester, Black and Maroon Featuring the code of Arms
Jersey (V-Neck)	100% Cotton, Black Featuring the code of Arms
Shoes	Genuine Leather, Black Formal Shoes Orthopaedic Lace up or Slip on shoes Size Range from 4 – 13 Company must bring sample for selection
Pair of Socks	100% cotton, Black
Winter Jacket	80% cotton % 20% Polyester, With no Flips, Black
Chinos	Silver Grey, Two Back Pockets
Warm Coat	100% Cotton, Short, Black
Belt	Genuine Leather, Black Fit Sizes 32 to 52 Width 3.5
Golf T Shirt	Cotton Nylon, Black Code of Arm With 1 Pocket
Rain Coat	With a cap, Navy Blue/ Black
Umbrella	2 Fold Manual Open rain Umbrella, Navy Blue/ Black
SECURITY (OPERATIONAL SECURITY) FEMALES	
ITEM	FABRIC DESCRIPTION
Suits (Jacket & Skirt)	Jacket , SANS Type 39 Knee Skirt, SANS 985 Type 39, 100% Polyester 100% Lining, Black
Trouser (To match suit)	Polyester 100%, Make Provision for Belt Hook and eye above Zip Classic pants front Zip 2 Pleats on either side of the zip in front Black (167c-2006 of CKS 1219)
Blouse	100 % Cotton, White Button and Holes, Long sleeve cufflink shirt Sleeve of different lengths
Jersey (V-Neck)	100% Wool, Open with buttons from top to bottom
Shoes	Genuine Leather, Black Formal Shoes, Orthopaedic, Non slip shoes Size Range from 3 – 9 Company must bring sample for selection
Pairs of pantyhose	Extra sheer, cotton lined gusset and matt, Panty house for winter (5) Black, Stockings Mexican Silver/ Black Mail
Winter Jacket	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219) Double Breasted and Long Sleeve 2 Sided pockets, Button and holes in the front and on the sleeve. Fully lined (Part 7 SANS 1387:2003
Chinos	100% Cotton, Silver Grey with front pockets
Warm Coat	100% Cotton, Short
Belt	Ladies Belt, Genuine Leather. Black Fit Sizes 32 to 52 Width 3.5
Golf T Shirt	Cotton Nylon, Black. Code of Arm With 1 Pocket Company must bring sample for selection as we are looking for ladies design
Scarf	100% Chiffon– cruvets and rectangular. Maroon and Black

	Patterned featuring the code of Arms Shape of Scarves
Raincoat	With a cap , unisex, Navy Blue/ Black
Umbrella	Auto Open and Manual Close2 fold Umbrella, Navy Blue/ Black

Notes:

- The asterix (*) is on items which require Departmental branding/Logo.
- The colour of the suits/skirts and pants is Black
- The colour of blouse/shirts is White
- Scarves and ties to be embossed with the Departmental logo/emblem
- Golf shirts colours will be – Black.
- Maternity wear to be accommodated in the design.
- QTY means quantity

ANNEXURE "B"

PRICING SCHEDULE

ITEM	QUANTITY PER OFFICIAL RECEIVE	TOTAL NUMBER OFFICIALS REQUIRED	TOTAL QUANTITIES	COST PER UNIT	TOTAL
SECURITY (IMD) LADIES					
Dust Coats	1	5	5		
Winter Jacket	1	5	5		
Pairs of pantyhose	10	5	50		
Durable Genuine Leather Shoes	2	5	10		
Shirts (Short/ Long Sleeve	4	5	20		
Neck Style(Cardigan)	1	5	5		
Pull Over	1	5	5		
Belts	1	5	5		
Trouser	2	5	10		
Skirt	2	5	10		
SECURITY (IMD) MALES					
Dust Coats	1	10	10		
Safety Shoes	1	10	10		
Durable Genuine Leather Shoes	1	10	10		
Winter Jacket	1	10	10		
Dust Masks	5 per week per person	10	2500		
Latex Gloves	5 pairs per week per person	10	2500		
Safety Goggles	2	10	20		
Pairs of socks	5	10	50		
Shirts (Short Sleeve)	2	10	20		
Pull Over	1	10	10		
V Neck Style	1	10	10		
Belts	1	10	10		
Trousers	2	10	20		
SECURITY (DB) LADIES					
Dust Coats	1	9	9		
Chinos	2	9	18		
Golf Shirts	2	9	18		
Pairs of pantyhose	10	9	90		
Durable Genuine Leather Shoes	1	9	9		
Shirts (Short Sleeve)	2	9	18		

Shirts (Long Sleeve)	2	9	18		
Trouser	2	9	18		
Skirts	2	9	18		
Winter Jacket	1	9	9		
V-neck style	1	9	9		
Pull Over	1	9	9		
Belts	1	9	9		
SECURITY (MIS) MALES					
Dust Coats	1	8	8		
Trousers	2	8	16		
Winter Jacket	1	8	8		
Long sleeve collar shirts	2	8	16		
Short sleeve collar shirts	2	8	16		
Pairs of socks	5	8	40		
Durable Genuine Leather Shoes	1	8	8		
Safety Shoes	1	8	8		
Jersey	1	8	8		
Pull over	1	8	8		
Belt genuine leather	1	8	8		
Chinos	2	8	16		
Golf T Shirt	2	8	16		
SECURITY (OP) MALES					
Suits (Jacket, Waist Coat & Trouser)	2	58	116		
Trouser (To match suit)	2	58	116		
Shirt (L Sleeve)	2	58	116		
Shirt (S Sleeve)	2	58	116		
Tie	2	58	116		
Jersey (V-Neck)	1	58	58		
Pull over	1	58	58		
Shoes	2	58	116		
Pair of Socks	5	58	290		
Winter Jacket	1	58	58		
Chinos	2	58	116		
Warm Coat	1	58	58		
Belt	1	58	58		
Golf T Shirt	2	58	116		
Rain Coat	1	58	58		
Umbrella	1	58	58		
SECURITY (OP) FEMALES					
Suits (Jacket, Waist Coat & Skirt)	2	40	80		
Pants (To match suit)	2	40	80		
Blouse	4	40	160		
Jersey (Cardigan)	1	40	40		
Pull over	1	40	40		

Shoes	2	40	80		
Pairs of pantyhose/Winter	10	40	400		
Winter Jacket	1	40	40		
Chinos	2	40	80		
Warm Coat	1	40	40		
Belt	1	40	40		
Golf T Shirt	2	40	40		
Scarf	2	40	40		
Raincoat	1	40	40		
Umbrella	1	40	40		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
BID NUMBER:	DIRCO 05-2021/22	CLOSING DATE:	04/11/2021	CLOSING TIME:	11:00am
DESCRIPTION	INVITATION TO SERVICE PROVIDERS TO BID FOR THE MANUFACTURING AND SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING TO ELIGIBLE OFFICIALS WITHIN THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
		☐ No			☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		☐	A REGISTERED AUDITOR		
		NAME:			
[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes	☐ No
	[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON			
CONTACT PERSON		TELEPHONE NUMBER			
TELEPHONE NUMBER		FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS			
E-MAIL ADDRESS					

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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.1.1 (YEAR1)

**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

Name of bidder.....

Bid number...DIRCO 05/2021/2022

Closing Time 11:00am

Closing date: 04 November 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Required by: DIRCO

PRICE SUMMARY:

ITEM	TOTAL QUANTITIES	COST PER UNIT (RAND)	TOTAL PRICE OFFERED (RAND)
SECURITY (IMD) LADIES			
Dust Coats	5		
Winter Jacket	5		
Pairs of pantyhose	50		
Durable Genuine Leather Shoes	10		
Shirts (Short/ Long Sleeve	20		
Neck Style(Cardigan)	5		
Pull Over	5		
Belts	5		
Trouser	10		
Skirt	10		
SECURITY (IMD) MALES			
Dust Coats	10		
Safety Shoes	10		
Durable Genuine Leather Shoes	10		
Winter Jacket	10		
Dust Masks	2500		
Latex Gloves	2500		
Safety Goggles	20		
Pairs of socks	50		
Shirts (Short Sleeve)	20		
Pull Over	10		
V Neck Style	10		

Initials.....

Signature.....

Belts	10		
Trousers	20		
SECURITY (DB) LADIES			
Dust Coats	9		
Chinos	18		
Golf Shirts	18		
Pairs of pantyhose	90		
Durable Genuine Leather Shoes	9		
Shirts (Short Sleeve)	18		
Shirts (Long Sleeve)	18		
Trouser	18		
Skirts	18		
Winter Jacket	9		
V-neck style	9		
Pull Over	9		
Belts	9		
SECURITY (MIS) MALES			
Dust Coats	8		
Trousers	16		
Winter Jacket	8		
Long sleeve collar shirts	16		
Short sleeve collar shirts	16		
Pairs of socks	40		
Durable Genuine Leather Shoes	8		
Safety Shoes	8		
Jersey	8		
Pull over	8		
Belt genuine leather	8		
Chinos	16		
Golf T Shirt	16		
SECURITY (OP) MALES			
Suits (Jacket, Waist Coat & Trouser)	116		
Trouser (To match suit)	116		
Shirt (L Sleeve)	116		
Shirt (S Sleeve)	116		
Tie	116		
Jersey (V-Neck)	58		
Pull over	58		
Shoes	116		
Pair of Socks	290		
Winter Jacket	58		
Chinos	116		
Warm Coat	58		
Belt	58		
Golf T Shirt	116		
Rain Coat	58		
Umbrella	58		
SECURITY (OP) FEMALES			
Suits (Jacket, Waist Coat & Skirt)	80		
Pants (To match suit)	80		
Blouse	160		
Jersey (Cardigan)	40		
Pull over	40		
Shoes	80		
Pairs of pantyhose/Winter	400		

Initials.....

Signature.....

Winter Jacket	40		
Chinos	80		
Warm Coat	40		
Belt	40		
Golf T Shirt	40		
Scarf	40		
Raincoat	40		
Umbrella	40		
TOTAL			
15% VAT			
TOTAL PRICE OFFERED			

Initials.....

Signature.....

SBD 3.1.2 (YEAR2)**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

Name of bidder.....

Bid number...DIRCO 05/2021/2022

Closing Time 11:00am

Closing date: 04 November 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**Required by: DIRCO****PRICE SUMMARY:**

ITEM	TOTAL QUANTITIES	COST PER UNIT (RAND)	TOTAL PRICE OFFERED (RAND)
SECURITY (IMD) LADIES			
Dust Coats	5		
Winter Jacket	5		
Pairs of pantyhose	50		
Durable Genuine Leather Shoes	10		
Shirts (Short/ Long Sleeve Neck Style(Cardigan)	20		
Pull Over	5		
Belts	5		
Trouser	10		
Skirt	10		
SECURITY (IMD) MALES			
Dust Coats	10		
Safety Shoes	10		
Durable Genuine Leather Shoes	10		
Winter Jacket	10		
Dust Masks	2500		
Latex Gloves	2500		
Safety Goggles	20		
Pairs of socks	50		
Shirts (Short Sleeve)	20		
Pull Over	10		
V Neck Style	10		
Belts	10		

Initials.....

Signature.....

Trousers	20		
SECURITY (DB) LADIES			
Dust Coats	9		
Chinos	18		
Golf Shirts	18		
Pairs of pantyhose	90		
Durable Genuine Leather Shoes	9		
Shirts (Short Sleeve)	18		
Shirts (Long Sleeve)	18		
Trouser	18		
Skirts	18		
Winter Jacket	9		
V-neck style	9		
Pull Over	9		
Belts	9		
SECURITY (MIS) MALES			
Dust Coats	8		
Trousers	16		
Winter Jacket	8		
Long sleeve collar shirts	16		
Short sleeve collar shirts	16		
Pairs of socks	40		
Durable Genuine Leather Shoes	8		
Safety Shoes	8		
Jersey	8		
Pull over	8		
Belt genuine leather	8		
Chinos	16		
Golf T Shirt	16		
SECURITY (OP) MALES			
Suits (Jacket, Waist Coat & Trouser)	116		
Trouser (To match suit)	116		
Shirt (L Sleeve)	116		
Shirt (S Sleeve)	116		
Tie	116		
Jersey (V-Neck)	58		
Pull over	58		
Shoes	116		
Pair of Socks	290		
Winter Jacket	58		
Chinos	116		
Warm Coat	58		
Belt	58		
Golf T Shirt	116		
Rain Coat	58		
Umbrella	58		
SECURITY (OP) FEMALES			
Suits (Jacket, Waist Coat & Skirt)	80		
Pants (To match suit)	80		
Blouse	160		
Jersey (Cardigan)	40		
Pull over	40		
Shoes	80		
Pairs of pantyhose/Winter	400		
Winter Jacket	40		

Initials.....

Signature.....

Chinos	80		
Warm Coat	40		
Belt	40		
Golf T Shirt	40		
Scarf	40		
Raincoat	40		
Umbrella	40		
TOTAL			
15% VAT			
TOTAL PRICE OFFERED			

Initials.....

Signature.....

SBD 3.1.3 (YEAR3)**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

Name of bidder.....

Bid number...DIRCO 05/2021/2022

Closing Time 11:00am

Closing date: 04 November 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**Required by: DIRCO****PRICE SUMMARY:**

ITEM	TOTAL QUANTITIES	COST PER UNIT (RAND)	TOTAL PRICE OFFERED (RAND)
SECURITY (IMD) LADIES			
Dust Coats	5		
Winter Jacket	5		
Pairs of pantyhose	50		
Durable Genuine Leather Shoes	10		
Shirts (Short/ Long Sleeve	20		
Neck Style(Cardigan)	5		
Pull Over	5		
Belts	5		
Trouser	10		
Skirt	10		
SECURITY (IMD) MALES			
Dust Coats	10		
Safety Shoes	10		
Durable Genuine Leather Shoes	10		
Winter Jacket	10		
Dust Masks	2500		
Latex Gloves	2500		
Safety Goggles	20		
Pairs of socks	50		
Shirts (Short Sleeve)	20		
Pull Over	10		
V Neck Style	10		
Belts	10		

Initials.....

Signature.....

Trousers	20		
SECURITY (DB) LADIES			
Dust Coats	9		
Chinos	18		
Golf Shirts	18		
Pairs of pantyhose	90		
Durable Genuine Leather Shoes	9		
Shirts (Short Sleeve)	18		
Shirts (Long Sleeve)	18		
Trouser	18		
Skirts	18		
Winter Jacket	9		
V-neck style	9		
Pull Over	9		
Belts	9		
SECURITY (MIS) MALES			
Dust Coats	8		
Trousers	16		
Winter Jacket	8		
Long sleeve collar shirts	16		
Short sleeve collar shirts	16		
Pairs of socks	40		
Durable Genuine Leather Shoes	8		
Safety Shoes	8		
Jersey	8		
Pull over	8		
Belt genuine leather	8		
Chinos	16		
Golf T Shirt	16		
SECURITY (OP) MALES			
Suits (Jacket, Waist Coat & Trouser)	116		
Trouser (To match suit)	116		
Shirt (L Sleeve)	116		
Shirt (S Sleeve)	116		
Tie	116		
Jersey (V-Neck)	58		
Pull over	58		
Shoes	116		
Pair of Socks	290		
Winter Jacket	58		
Chinos	116		
Warm Coat	58		
Belt	58		
Golf T Shirt	116		
Rain Coat	58		
Umbrella	58		
SECURITY (OP) FEMALES			
Suits (Jacket, Waist Coat & Skirt)	80		
Pants (To match suit)	80		
Blouse	160		
Jersey (Cardigan)	40		
Pull over	40		
Shoes	80		
Pairs of pantyhose/Winter	400		
Winter Jacket	40		

Initials.....

Signature.....

Chinos	80		
Warm Coat	40		
Belt	40		
Golf T Shirt	40		
Scarf	40		
Raincoat	40		
Umbrella	40		
TOTAL			
15% VAT			
TOTAL PRICE OFFERED			

Initials.....

Signature.....

SBD 3.1.4 (CONSOLIDATION)

**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

Name of bidder.....

Bid number...DIRCO 05/2021/2022

Closing Time 11:00am

Closing date: 04 November 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Required by: DIRCO

PRICE SUMMARY:

ITEM	TOTAL PRICE OFFERED (RAND)
TOTAL COST FOR YEAR 1	
TOTAL COST FOR YEAR 2	
TOTAL COST FOR YEAR 3	
TOTAL	
15% VAT	
TOTAL PRICE OFFERED	

Initials.....

Signature.....

SBD 4

DECLARATION OF INTEREST

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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 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, shareholder², 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 / shareholders / 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 / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / 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:

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = 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:

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

(Tick applicable box)

YES	☐	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:.....

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

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

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

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:**

Description of services, works or goods	Minimum Threshold for Local Content
Belt genuine leather	100%
Blouse	100%
Chinos	100%
Durable Genuine Leather Shoes	100%
Dust Coats	100%
Dust Masks	100%
Golf T Shirt	100%
Jersey (V-Neck)	100%
Latex Gloves	100%
Long sleeve collar shirts	100%
Pair of shoes	100%
Pairs of pantyhose	100%
Pairs of socks	100%
Pull Over (V Neck Style)	100%
Rain Coat	100%
Safety Goggles	100%
Scarf	100%
Shirt (L & S Sleeve)	100%
Shoes	100%
Short sleeve collar shirts	100%
Suits (Jacket, Waist Coat & Trouser)	100%
Suits (Jacket, Waist Coat & Skirt)	100%
Tie	100%
Trouser (To match suit)	100%
Umbrella	100%
Warm Coat	100%
Winter Jacket	100%

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

(Tick applicable box)

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

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

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

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/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be**

submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP

[illegible]

Signature of tenderer from Annex B

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

A. Exempted imported content

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

This total must correspond with
Annex C - C 21

B. Imported directly by the Tenderer

[illegible]

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

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

[illegible]

(P45) Total Imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

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

(P52) Total of foreign currency payments declared by tenderer and/or 3rd party

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

This total must correspond with
Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

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

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

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

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

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

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	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:
-------	-----------------------------

SBD 8

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)