Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM

Ref: [reference number]
Tel: 043 605 7153 | Fax: 086 511 7610

Contact Person: [Hlokoma Mtshotshisa]
| Email:Hlokoma.mtshotshisa @dedea.gov.za
www.dedea.gov.za

INVITATION TO BID

Bid No.	**SCMU- PP09-24/25-04**
Bid Description	**APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) ON JUST IN TIME (JIT) CONTRACT TO DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND PACKAGING PROTECTIVE CLOTHING, CORPORATE CLOTHING, UNIFORM AND FOOTWEAR FOR A PERIOD OF THIRTY-SIX (36) MONTHS**
Venue where Tender Box is allocated	Ground floor, corner of Mc Lean and Downing Street, Old Standard Bank Building, King Williams Town
Date for compulsory briefing session	**14 June 2024 at 10h00**
Venue for compulsory briefing session	**Ground floor Boardroom Palm Square, Bonza Bay Road, Beacon Bay, East London**
Bid Closing Date & Time	**24 June 2024 at 11H00**
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	**Mr. Vuyani Balman** **Email:Vuyani.balman@dedea.gov.za** **All technical enquiries must be forwarded to the above e-mail address**
SCM related enquiries:	**Ms Hlokoma Mtshotshisa** **043 605 7153** **Email:** **Hlokoma.mtshotshisa@dedea.gov.za**
Conditions	• **Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic**

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	Development and Environmental Affairs - **The ECBD forms and all other forms relating to this bid must be completed and signed in the original in ink.** - **Forms with photocopies signatures or other such reproduction may be rejected.** - **Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.**

Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend compulsory briefing session will be regarded as non- responsive and will be disqualified

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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)*

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 ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

---

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

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

2.2.1 If so, furnish particulars:

....
....

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

2.3.1 If so, furnish particulars:

....
....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	…………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
HDI women	5
HDI with disabilities (attach medical evidence)	5
HDI youth	5

HDI who are military veterans (submit proof of registration with Department of Defence and Military Veteran)	5
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm...

4.4. Company registration number: ....

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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.

UNIFORM AND PROTECTIVE CLOTHING FOR DEDEAT

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Ref: UNIFORM AND PROTECTIVE CLOTHING

TERMS OF REFERENCE (TOR)

APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) ON JUST IN TIME (JIT) CONTRACT TO DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND PACKAGING PROTECTIVE CLOTHING, CORPORATE CLOTHING, UNIFORM AND FOOTWEAR FOR A PERIOD OF THIRTY-SIX (36) MONTHS

UNIFORM AND PROTECTIVE BID

1. BACKGROUND

In terms of the Departmental Uniform and protective clothing policy some officials are required to wear uniform / protective clothing / corporate clothing as part of their day to day operations and the image of the Department.

2. PURPOSE

The Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) seeks to appoint a suitable service provider to design, package, supply and deliver uniform, corporate clothing and protective clothing for Departmental Officials and Departmental activities as and when required for period of Thirty-Six (36) months.

3. DELIVERY

Items requested will be delivered to this address: **The Department of Economic Development, Environmental Affairs and Tourism, Old Standard Banking Building, Corner of McLean Street, King Williams Town.**

4. SPECIFICATION

The suitable service provider(s) will be required inter alia to supply goods as indicated on the specification below.

Unit price must include delivery costs.

No.	Items	Specifications	Quantity	Sizes	Unit Price
Protective clothing (Size chart defined in Appendix 1 unless otherwise specified.)					
1.	1 Piece reflective conti suit, (acid resistant/ flame retardant)	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 4 & 5)		S M L XL 2XL 3XL	
2.	1 Piece MX40 (acid resistant/	See Appendix 1, (EMI Uniform: Technical		S M L	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
	flame retardant)	specifications Manual – Page 5)		XL 2XL 3XL	
3.	Reflective conti suit jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 6)		S M L XL 2XL 3XL	
4.	Reflective conti suit pant	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 7)		S M L XL 2XL 3XL	
5.	MX40 jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 8)		S M L XL 2XL 3XL	
6.	MX40 pant	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 9)		S M L XL 2XL 3XL	
7.	Ranger Trouser, (Combat longs)	See Appendix 2, (Image 1)		***Sizing as per* Appendix 1, (EMI Uniform: Technical specifications Manual – Page 9):** S M L XL 2XL 3XL	
8.	Ranger Long Sleeve Shirt, (Combat Long Sleeve Shirt)	See Appendix 2, (Image 2)		***Sizing as per* Appendix 1, (EMI Uniform: Technical specifications**	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
				Manual – Page 84): S M L XL 2XL 3XL	
9.	Web Belt	See Appendix 2, (Image 3)		One size fits all, (Waist size in cm)	
10.	Short Hose Socks	See Appendix 2, (Image 4)		One size fits all	
11.	Head Gear (Ranger)	See Appendix 2, (Image 5)		**Sizing as per Appendix 1, (EMI Uniform: Technical specifications Manual – Page - 92):** S M L XL 2XL	
12.	Olive Green Jersey with Epaulets and Elbow Pads	See Appendix 2, (Image 6)		S M L XL 2XL 3XL	
13.	Army boot	See Appendix 2, (Image 7)		6 7 8 9 10 11 12 13	
14.	Safety boot	See Appendix 2, (Image 13 with specification following.)		6 7 8 9 10 11	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
				12	
15.	Fireman's boot	See Appendix 2, (Image 14 with specification following.)		7 8 9 10 11 12	
Field wear					
16.	Men's Field Shirt with Epaulettes	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 42)		S M L XL 2XL 3XL	
17.	Ladies Field Shirt with Epaulettes	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 43)		S M L XL 2XL	
18.	Ladies Field Shirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 44)		S M L XL 2XL	
19.	Men's Zip Off Tech Pants	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 46)		S M L XL 2XL	
20.	Ladies Zip Off Tech Pants	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 47)		S M L XL 2XL	
21.	Men's Cargo trouser	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 48)		S M L XL 2XL	
22.	Men's trouser Field	See Appendix 2, (Image 11 and following specification)		**Sizing as per Appendix 1, (EMI Uniform: Technical**	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
				specifications Manual – Page - 9): S M L XL 2XL	
23.	Ladies Cargo Trouser	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 49)		S M L XL 2XL	
24.	Men's Cargo Short	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 50)		S M L XL 2XL	
25.	Men's Short Field	See Appendix 2, (Image 12 and following specification)		**Sizing as per Appendix 1, (EMI Uniform: Technical specifications Manual – Page - 9):** S M L XL 2XL	
26.	Ladies Cargo Short	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 51)		S M L XL 2XL	
27.	Sleeveless Hunter Jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 52)		S M L XL 2XL	
28.	Sleeveless Hunter Jacket (Hooded)	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 53)		S M L XL 2XL	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
29.	Bush Jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 55)		S M L XL 2XL	
30.	Men's Down Jacket	See Appendix 2, (Image 19 and following specification.)		XS S M L 1XL 2XL 3XL 4XL 5XL 6XL	
31.	Women's Down Jacket	See Appendix 2, (Image 20 and following specification.)		XS S M L 1XL 2XL 3XL 4XL	
32.	Pre-Shaped Cap	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 58)		S M L XL 2XL	
33.	Cuffed Beanie	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 60)		S M L XL 2XL	
34.	Wide Brim Hat	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 62)		S M L XL 2XL	
35.	Leather belt (Brown)	See Appendix 2, (Image 9 and following specification)		One size fits all, (Waist size in cm)	
36.	Socks (Full hose)	See Appendix 2, (Image 9 and following specification.)		One size fits all, (Need to provide for large and small feet.)	
37.	Socks (Half hose)	See Appendix 2, (Image 9 and following specification.)		One size fits all, (Need to provide	

No.	Items	Specifications	Quantity	Sizes	Unit Price
				for large and small feet.)	
38.	Boot (Field)	See Appendix 2, (Image 9 and following specification)		7 8 9 10 11 12 13	
39.	Epaulets	See Appendix 2, (Image 15 with the specification following.)		As per spec provided in pairs.	
			Smart casual		
40.	Men's S/S Golfer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 14)		S M L XL 2XL	
41.	Ladies S/S Golfer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 15)		S M L XL 2XL	
42.	Men's S/S Golfer with piping	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 16)		S M L XL 2XL	
43.	Ladies S/S Golfer with piping	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 17)		S M L XL 2XL	
44.	Men's L/S Golfer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 18)		S M L XL 2XL	
45.	Ladies L/S Golfer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 19)		S M L XL 2XL	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
46.	Men's Fleece Jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 20)		S M L XL 2XL	
47.	Ladies Fleece Jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 21)		S M L XL 2XL	
48.	Dry Mac Jacket	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 22)		S M L XL 2XL	
49.	Men's bodywarmer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 24)		S M L XL 2XL	
50.	Ladies bodywarmer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 25)		S M L XL 2XL	
Formal					
51.	Men's Formal S/S Shirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 28) **May also be a pilot shirt:** • **2 square chest pockets with flap and concealed button** • **Epaulettes** • **White 100% Polycotton**		S M L XL 2XL	
52.	Ladies Formal S/S Shirt	See Appendix 1, (EMI Uniform: Technical		S M L	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
		specifications Manual – Page 29)		XL 2XL	
53.	Men's Formal L/S Shirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 30) **May also be a pilot shirt:** • **2 square chest pockets with flap and concealed button** • **Epaulettes** • **White 100% Polycotton**		S M L XL 2XL	
54.	Ladies Formal L/S/ Shirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 31)		S M L XL 2XL	
55.	Ladies ¾ Sleeve Shirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 32)		S M L XL 2XL	
56.	Men's Blazer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 33)		S M L XL 2XL	
57.	Ladies Blazer	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 34)		S M L XL 2XL	
58.	Men's Pleated Formal Trouser	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 36)		S M L XL 2XL	
59.	Ladies Formal Trouser	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 37)		S M L XL	

UNIFORM AND PROTECTIVE BID

No.	Items	Specifications	Quantity	Sizes	Unit Price
				2XL	
60.	Ladies Straight Leg Formal Trouser	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 38)		S M L XL 2XL	
61.	Ladies Skirt	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 39)		S M L XL 2XL	
62.	Men's/ Ladies ties	See Appendix 1, (EMI Uniform: Technical specifications Manual – Page 40)		One size fits all, **(Males and females use different ties.)**	
63.	Leather belt (Black)	See Appendix 2, (Image 9 and following specification. The colour changes in the specification from brown to black)		One size fits all, (Waist size in cm)	
64.	Socks (Half Hose – Black)	See Appendix 2, (Image 9 and following specification. The colour changes in this specification from Khaki to black.)		One size fits all, (Need to provide for large and small feet.)	
65.	Formal Shoes Men's (Grasshopper - black)	See Appendix 2, Image 17 and following specification.		5 6 7 8 9 10 11 12 13	
66.	Formal Shoes Men's (Grasshopper - black)	See Appendix 2, Image 18 and following specification.		5 6 7 8 9 10 11 12 13	

No.	Items	Specifications	Quantity	Sizes	Unit Price
67.	Formal Shoes Ladies (black)	See Appendix 2, (Image 16 and following specification.)		5 6 7 8 9 10	

NOTE:

1. The supplier must be prepared to provide items that are oversize to the sizes provided if required. (Pricing will need to be determined outside the bid and may if need be subject to three quotations.)
2. During the assessment of the bid applicants will be required to provide sample garments to the Bid Assessment Committee where each item will be assessed for compliance with the specification and manufacture quality. The garments will be retained by DEDEAT for the validity of the tender where after they will be returned to the successful bidder on completion of the tender period. (Unsuccessful applicant garments submitted with the tender document will be returned to the applicant within a month of the bid being awarded.)
3. Please note that the garments retained by DEDEAT will be utilised to settle compliance with garment specification and quality control. Any dispute arising consequent to garments that vary from the samples provided will be for the successful bidders account. (Adjudication of a quality control dispute must be addressed into the appropriate DEDEAT supply chain policy.)
4. Pricing strategy must determined and fixed for the whole period of the tenders validity. The pricing strategy must include an option with the EMI embroidery work and another without the EMI embroidery work. Only appointed EMI's may wear EMI branding. This is important as the EMI branding is to develop country wide EMI identity. (Departmental logos will be on epaulets.)
5. Concerns related to the provision of the garments and indicated items must be raised prior to the submission of the bid application.

5. EVALUATION CRITERIA

Mandatory requirements

- Centralised Supplier Database (CSD) summary report.
- Letter of good standing from the bank or Grade C bank rating
- Complete and signed SBD 4 (declaration of interest);
- Resolution authorizing a particular person to sign the bid documents.

Proposal Requirements

Samples of fabric prescribed on the specifications maybe be requested by the Department from bidders who will score 70% and more on functionality.

Proof of previous experience in managing similar contracts must be in a form of letter head of clients with traceable telephone numbers and physical addresses.
Proof of institutional support must also be in writing.

Bid Evaluation Process

The following evaluation criteria will be applied:

Proposals will be evaluated on two phases.

First phase:

- Functionality

Second phase:

- Price and Preference (80/20 Principle will be applied)

Conditions

Proposals will be evaluated in two phases. In the first phase, the bid documents will be evaluated individually on a separate score sheets, by a representative evaluation panel according to the evaluation criteria indicated in these Terms of Reference.

This criterion will be broken down into a rating as follows:

1= Poor 2= Fair 3= Good 4 = Very Good 5= Excellent

First phase of the evaluation (Functionality)

The following is the criteria to be used to determine the ability and capability of the bidders to deliver on the required services.

Bidders must score 70 (70%) points out of 100 (100%) and above to qualify for the second phase of the evaluation which is the PPPFA (Price and Preference points). Bidders failed to obtain 70 points out of 100 points will eliminated and will not be considered for the second phase.

The elements that will be considered for determining quality/functionality are:

CRITERIA	APPLICATION OF THE CRITERIA	WEIGHT/100
Bidders Experience	Bidders must have experience in supplying and delivering similar goods. (Please attach proof of completion/ reference letter from previous or current employer(s). Such letter of reference or completion certificate must indicate amount, duration, employer and contact details. +3 proof of completed projects with contactable references = 5 +2 proof of completed projects with contactable references = 3	*20*

	1 proof of completed projects with contactable reference = 1	
Methodology	**Distribution plan (must detail how these goods will be delivered)**: = 5 ➢ mode of transport and packaging (attach proof of ownership) ➢ lead time (delivery within 10 days on receipt of an order) ➢ Communication (how would you ensure effective and efficient communication) ➢ Repair and replacement plan ➢ Proof of institutional support / infrastructure (what facility does the firm produce internally or outsourced their services) if produced internally provide proof and address where facility can be inspected, if outsourced provide letter of arrangement or manufacturers authorisation and other documents confirming the existence of the manufacture as well as address. **Distribution plan (must detail how these goods will be delivered to the regions:** = 4 ➢ mode of transport (attach proof of accessibility) ➢ lead time (delivery within 15 days on receipt of an order) ➢ Communication (how would you ensure effective and efficient communication) ➢ Repair and replacement plan ➢ Proof of institutional support / infrastructure (what facility does the firm produce internally or outsourced their services) if produced internally provide proof and address where facility can be inspected, if outsourced provide letter of arrangement or manufacturers authorisation and other documents confirming the existence of the manufacture as well as address. **Distribution plan (must detail how these goods will be delivered to the regions:** failure to submit the above requirements as detailed = 1	*30*
Financial capability	➢ Proof of available (operational cash on hand) cash flow of a minimum R500 000 with six months bank statement = 5 ➢ Proof of available (operational cash on hand) cash flow of a minimum R200 000 with bank rating of C = 3 ➢ Letter of good standing from the bank = 2 ➢ Failure to meet the above = 1	*30*
Provincial footprint	Companies must attach proof (water/ electricity bill) of existence in the Eastern Cape where company operates: ➢ If you have proof = 5 ➢ No proof = 1	*20*

SECOND PHASE OF THE EVALUATION CRITERIA

Bid Process: post-qualification

In terms of the revised Preferential Procurement Regulations 2022, the department will utilize the following specific goals as required by section 2 (1) (d) of the Preferential Procurement Policy Framework Act:

(a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce their implementation of RDP goals and ensure local economic development for procurement, DEDEAT shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape Province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are military veterans

Bids shall be evaluated on the 80/20 principle. Preference points may be allocated as per the below table:

Specific Goals	**Allocations of points**
HDI women	5%
HDI with disabilities (attach medical evidence)	5%
HDI youth	5%
HDI who are military veterans (submit proof of registration with Department of Defence and Military veteran)	5%

1.1 B) SPECIAL CONDITIONS OF THE BID

Where this specification is silent on any matter, the relevant stipulations

c) Validity Period

Proposals must remain valid for 90 days from submission. Bids not valid for 90 days will not be considered.

1.2 d) Contract Period

The contract period is Thirty-Six (36) months from the date of signing the contract.

1 RETURNABLE DOCUMENTS & REQUIREMENTS

The Bidder must complete the following returnable documents and meet the requirements as part of the prequalification criteria, failing to submit these documents will lead to disqualification:

Documents	Conditions
Resolution authorizing a particular person to sign the bid documents	
SBD 1 (invitation to bid)	
SBD3.3 (pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim)	
Proof of CSD	

4 SUBMISSION OF PROPOSALS

All bids must be submitted in a sealed enveloped clearly marked with the bid number, description, name of the bidder addressed to the Manager: Supply Chain Management.

Bids must be submitted in a Bid Box located at The Department of Economic Development, Environmental Affairs and Tourism, Old Standard Banking Building, Corner of McLean Street, King Williams Town.

The closing date is the ……….. 2023 at 11h00am. Late Bids, faxed, facsimiled, email, telegraphic will not be considered.

Please note that briefing session will be held on the …………….. 2023 at 10h00am.

UNIFORM AND PROTECTIVE BID

Province of the EASTERN CAPE
ECONOMIC DEVELOPMENT, ENVIRONMENTAL AFFAIRS & TOURISM

8. APPROVAL OF TERMS OF REFERENCE

Name Position	Mr VB Balman Project Manager	Mr D Kentane BSC Chairperson	Programme Manager	Acting Senior Manager SCM	Mrs: Sibongile Jongile Chief Financial Officer	Ms. Mickey Mama Head of Department
Action	Compiler / developer	Supported / not supported	Recommended / not Recommended	Recommended / not Recommended	Recommended / not Recommended	Approved / not approved
Comments		Recommended	Recommended	Recommended	Recommended	approved
Signature						
Date	16/05/2024	16/05/2024	16/05/2024	16/05/2024	16/05/2024	23/05/2024