

40	Rain suit	Two piece reflective rain suit, two tone navy and lime with silver reflective tape encapsulated back panel. Printed departmental Logo on top left hand side	100%
41	Winter Bunny Jacket	Winter bunny jacket with reflective tape on both sleeves, Embroidered departmental Logo on top left hand side. Category embroidered on the right side e.g. cleaner	100%
			100%
42	Ladies scarf	Skin friendliness, shrink resistance & soft texture. The scarf must be printed with the departmental logo. Width should be from 6 to 14 inches' length from 50 to 90 inches 100% cotton	100%
43	V - Neck Mock wrap Scrubs	V - Neck Mock wrap Scrubs The V - Neck wraps around the front and ties at the back 2 Patch pockets and slits up the side for comfort 100% Cotton, Short sleeve Embroidered Departmental logo on the top left corner and category on the right side	100%
44	Y - Collar Scrubs	Y - Collar Scrubs - 2 Patch pockets and slits up the side for comfort Short Sleeve, 100% cotton Embroidered Departmental logo on the top left corner	100%
45	Womens fitted Golfer	Knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Short sleeves Polyester 100%; Three buttons; Double needle finish on sleeves trimmed with white colour and collar . Side vents with bra track. Side slits. Embroidered Departmental logo on the left hand side and category on the right side.	100%
46	Golf Shirt, Short sleeve	Knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1 Pocket on the top left side; Three buttons; Double needle finish on sleeves and collar. Departmental logo on the left hand side and category on the right side.	100%
47	V – Neck Scrubs, Short Sleeve	The V - Neck Scrubs should be 100% cotton. Pockets on the left chest. Two patch pockets and slits up the side for comfort short sleeves. Embroidered Departmental logo on the top of the pocket and Category on the right side	100%
48	Round-Neck Scrubs- Short Sleeve	Round Scrubs should be 100% cotton, should have pockets on the left chest Embroidered Departmental logo on the top of the pocket and Category on the right side	100%
49	Scrub Trousers	The pants should have elastic waist. No Buttons Lateral pockets on both sides and a back pocket on the right sides with no zips. Must be 100% cotton	100%
50	COAT SHORT	Barry Unisex short sleeve medical top, double chest pocket and stud fasteners. above knee length,	100%

		The outer material shall be a blend of 33% cotton and 67% polyester (Kooltron). A fusible woven interlining complying with the relevant requirements. Embroidered Departmental logo on the top of the pocket and Category on the right side	
51	COAT LONG SLEEVES	White long sleeves, two side pocket, buttons in front, one front pocket on top of the left hand side. above knee length, Kooltran polycotton fabric. Embroidered Departmental logo on the top of the pocket and Category on the right side	100%
52	Windbreaker (Men/women)	Windbreaker/parka jacket, long sleeves Pockets on both sides Pulled zip with six press buttons to cover zip With one inside pocket Must cover the hips 100% polyester Tetrex material must have inside inner and cover by lining material. Embroidered Departmental logo on the left-hand side. Category embroidered on the right side	100%
53	Ladies Slack	The outer material shall be 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m2. And warp directions 24 threads and weft direction 20 threads. Pull on pants. The skirt must have a dart around the waist on the front and the back. The slacks shall have two side entry pockets of which the pocket bags shall be cut in the outer material. The mouth of the pockets shall be top stitched with an edge stitch 2 mm. from the edges and bar tacked. The hem of the slacks shall be 4 cm. The slacks shall have hanger loops of finished width and length 5 mm. and 100 mm. respectively and shall be sewn in at each side seam. The slack must have a front zipper opening	100%
54	Mens shirt short sleeves	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be wore with a tie. Embroidered Departmental logo on the left-hand side. Category embroidered on the right side eg. Physiotherapy.	100%
55	Mens shirt long sleeves	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be worn with a tie. Embroidered Departmental logo on the left-hand side. Category embroidered on the right side eg. Physiotherapy;	100%
56	Mens Trousers	The outer material shall be a polyester and wool blend. Each front shall have two pleats. The trousers shall have a slide fastener fly, two slanting side pockets and one jetted hip pocket at the right back. The waistband shall fasten with a hook and bar and a button. The bottoms shall be plain 8 Belt loops, 45 mm. long (between bar tacks), one on each 20 mm. front pleat, one on each side seam, one on	100%

		each back dart and one on either side of centre back seam.	
			100%
57	Ladies top blouses (short sleeve)	Classy Engraved Duchess Button relaxed. High quality koshibo polyester fabric has hand wash and ware, With a short sleeve, left hand side must appear, fabric - Koshibo Polyester. Left Breast Pocket, side slits Elegant Piping appear. Embroidered Departmental logo on the top left side & category on the top right side	100%
58	Ladies top blouses – long sleeves	Classy Engraved Duchess Button relaxed, High quality koshibo polyester fabric has hand wash and ware, With a short sleeves. Fabric - Koshibo Polyester. Left Breast Pocket, side slits Elegant Piping appears. Departmental logo on the top left side & category on the top right side	100%
59	Three quarter sleeves	Classy Engraved Duchess Button relaxed, High quality koshibo polyester fabric has hand wash and ware, With a short sleeves , fabric - Koshibo Polyester, Left Breast Pocket, side slits Elegant Piping appear. Departmental logo on the top left side & category on the top right side	100%
60	Ladies scarf	Skin friendliness, shrink resistance & soft texture. The scarf must be printed with the departmental logo Width should be from 6 to 14 inches' length from 50 to 90 inches 100% cotton	100%
61	All staff jackets: All weather macjack -unisex	Water resistant nylon with inner towelling, Chunky durable zip Hem with drawstring 1x1 Ribbed, water repellent cuffs Zip away hood with toggles and drawstring. High quality inner towelling lining for warmth and comfort, Embroidered Departmental logo on the top left hand side & category on the top right side,	100%
62	Male golf shirts	Combed cotton – 170g 100% Combed cotton produced from the best quality yarns for cool ness and strength. Contrast trim on collar and cuffs. Side slits for comfort Button and pocket on left hand side With short sleeves Embroidered Department of Health logo on the top left side & category on the top right side,	100%
63	Womens fitted golfer	Kknitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stiches hem and sleeves, Short sleeves Polyester 100%; Three buttons; Double needle finish on sleeves trimmed with white colour and collar Side vents with bra track. Side slits. Ddepartmental logo on the top left side & category on the top right side	100%
64	Female lined jacket	Embroidered Department of Health logo on the top The outer material shall be a polyester and wool blend Two front pockets at the bottom, and one pocket at left side of the chest, fully lined. The Jacket must have	100%

		some darts round, 6 Buttons at the front. Departmental logo on the top left side & category on the top right side	
65	Ladies Lined Skits	The skits must have some darts round the waist, on the front and back and have the matching lining. The outer material shall be 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m2. And warp directions 24 threads and weft direction 20 threads. Lining: 100% Polyester Superfine lining. Skirt fully lined with front and back. Zip of 18 cm. in center back seam. Length 65cm	100%
66	LADIES SLACK	The outer material shall be 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m2. And warp directions 24 threads and weft direction 20 threads. Pull on pants. The skirt must have a darts around the waist on the front and the back. The slacks shall have two side entry pockets of which the pocket bags shall be cut in the outer material. The mouth of the pockets shall be top stitched with an edge stitch 2 mm. from the edges and bar tacked. The hem of the slacks shall be 4 cm. The slacks shall have hanger loops of finished width and length 5 mm. and 100 mm. respectively and shall be sewn in at each side seam. The slack must have a front zipper opening. Colour: Dark Navy (the colour shall be acceptable match to the sample held by the department of public works)	100%
67	Waistcoat	Jatted pockets, Panelled waistline, classy engraved duches buttons, high quality mini mat fabric with wash and wear properties. Mini matt – 100% polyester. Embroidered Departmental logo on the top left side & category on the top right side,	100%
68	TROUSERS	The outer material shall be a polyester and wool blend Each front shall have two pleats. The trousers shall have a slide fastener fly, two slanting side pockets and one jetted hip pocket at the right back. The waistband shall fasten with a hook and bar and a button. The bottoms shall be plain 8 Belt loops, 45 mm. long (between bar tacks), one on each 20 mm. front pleat, one on each side seam, one on each back dart and one on either side of center back seam.	100%
69	Womens fitted golfer	Knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1 Pocket on the top left side; Three buttons; Double needle finish on sleeves and collar Side vents with bra track. Functional pocket on left chest. Embroidered Departmental logo on the top left side & category on the top right side	100%
70	Golf Shirt, Short sleeve	knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1 Pocket on the top left side; Three buttons; Double	100%

		needle finish on sleeves and collar. Embroidered Departmental logo on the top left side & category on the top right side;	
71	Male shirts – short sleeves	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be wore with a tie. Embroidered Department of Health logo on the top left side & category on the top right side,	100%
72	Male shirts Long sleeves	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be wore with a tie Embroidered Departmental logo on the top left side & category on the top right side	100%
73	Windbreaker/parka jacket – Unisex	Windbreaker/parka jacket, long sleeves Pockets on both sides. Pulled zip with six press buttons to cover zip. With one inside pocket. Must cover the hips. 100% polyester, Tetrex material must have inside inner and cover by lining material. Embroidered Departmental logo on the top left side & category on the top right side	100%
74	Dress	The outer material shall be a blend of polyester and cotton fabric, Relaxed fit, Front centre zip with two side pockets and pleated hem all around. Departmental logo on the front, top left and category on the right hand side	100%
75	<u>Shirt Long sleeve</u> (man & Women)	Long-sleeved explorer shirt with a quick-dry, UV protective wicking finish that helps to transport excess perspiration away from the skin. With a mesh-lined collar, additional mesh ventilation on the neck and more, this versatile, stay-dry, UV-protective shirt is cool, comfortable and hardwearing. Chest plunge pocket with flap, chest stow away zip pocket, zips used as additional pockets or for ventilation, Additional mesh ventilation at back of neck (centre), This versatile, stay-dry, sun protection shirt is designed to be hardwearing. Embroidered Departmental logo on the top left side & category on the top right side	100%
76	Shirt – Short sleeve (man & Women)	Short-sleeved explorer shirt with a quick-dry, UV protective wicking finish that helps to transport excess perspiration away from the skin. With a mesh-lined collar, additional mesh ventilation on the neck and more, this versatile, stay-dry, UV-protective shirt is cool, comfortable and hardwearing. Chest plunge pocket with flap, chest stow away zip pocket, zips used as additional pockets or for ventilation, Additional mesh ventilation at back of neck (centre), This versatile, stay-dry, sun protection shirt is designed to be hardwearing. Embroidered Departmental logo on the	100%

		left hand side the top left side & category on the top right side	
77	Trouser (man & Women)	Hiking/ski shell trousers are made from 100% nylon mini ottoman, and are waterproof, windproof, vapour permeable and seam-sealed. Webbing belt and easy release belt clip, with belt loops on the waistband. Feature engineered leg articulation for comfort, and side ankle zips for easy boot access.	100%
78	Jumpsuit	One Piece Jumpsuit, Olive Green – MX40 65% Polyester, 35% Cotton, Rip-Stop Weaved – 215gr Olive Drab Green Name Velcro fixture – Right Chest Logo Badge – Left Chest embroidered Padding on Knees and shoulders Material for Epaulette attire YKK zips (samples can be made available) Departmental logo on the top left side & category on the top right side	100%
79	Jacket	MX40 rip stop weave warm jacket with quilted lining with silver reflective (long). Windbreaker Jacket, Olive Green – MX40 65% Polyester, 35% Cotton Rip-Stop Weaved – 215g Olive Drab Green Name Velcro fixture – Right Chest Logo Badge – Left Chest embroidered Material for Epaulette attire YKK zips Sizes (samples can be made available) Embroidered Departmental logo on the top left side & category on the top right side.	100%
80	Jacket 3-1	3 in 1 Jacket. Fully waterproof and windproof jacket features a down inner that can easily be worn on its own, has a water head of approximately 5000mm as well as a removable hood with a new bar and tube hood fastener for your convenience. Internal storage pocket with zip inside the outer, Inner has two hand pockets with zips, Adjustable Cuff and hem on the outer, Removable hood with new bar and tube hood fastener, Pleated bellow on pocket bottom edge, Insert Zip hand pockets with bonded pocket edge finish, and 3in1 Travel jacket with RDS down inner. Embroidered Departmental logo on the left hand side AND Category on the right hand side	100%
81	Cap	A zip compartment in the back houses a neck cover that provides you with the necessary neck protection. Quick drying, UV protection, Neck cover, Moisture wicking fabric, Light weight and durable. Embroidered Departmental logo on the centre	100%
82	Hat	Wide brimmed hat, Quick drying, UV protection, Moisture wicking fabric, Light weight and durable. Embroidered Departmental logo on the centre	100%
83	Shirt - women	96% cotton, 4% elastane concealed buttons long sleeves FSCOEC logo above right breast. Embroidered Departmental logo on the top left side & category on the top right side	100%

84	Women Jacket	100% polyester notched lapel single button 2 welt pockets Lined Embroidered Departmental logo on the top left side & category on the top right side	100%
85	Coat	Double-breasted coat Polyester / blend Long sleeve Regular length Fully lined Front buttons Coats Casual Smart Embroidered Departmental logo on the top left side & category on the top right side	100%
86	Shirt	55% cotton, 45% polyester easy-care regular fit button-down collar long sleeves chest pocket double button cuffs machine washable FSCOEC Logo on Right breast Embroidered Departmental logo on the top left side & category on the top right side	100%
87	Beanie	The outer material shall be 100% acrylic knitted in a 7-gauge knit. The beanie shall be knitted in a tubular style with a double hem and shall be tucked at the Crown Point. The departmental logo, without the wording, shall be embroidered on the center front of turn-up of 8 cm. width. Size: One size fits all. For both Women and Men	100%
88	Womens fitted golfer	Knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1 Pocket on the top left side; Three buttons; Double needle finish on sleeves and collarSide vents with bra track. Functional pocket on left chest. Embroidered Departmental logo on the top left side & category on the top right side	100%
89	Golf Shirt, Short sleeve	Knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1	100%

		Pocket on the top left side; Three buttons; Double needle finish on sleeves and collar. Embroidered Departmental logo on the top left side & category on the top right side	
90	<u>V-Neck pullover / jersey sleeveless</u>	Jersey long sleeves with epaulettes and patches, Wool must be Elle Family Knit. Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel. Closes with five (5) buttons. Embroidered departmental Logo on top left hand side, Category on the left side	100%
91	<u>V-Neck Pull – over / jersey Long sleeves</u>	Wool must be Elle Family Knit Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel. Closes with five (5) buttons. Departmental logo on the top left hand side and Category on the right hand side.	100%
92	<u>V-Neck Pull – over / jersey Long sleeves</u>	Wool must be Elle Family Knit Departmental logo on the top left hand side and Category on the right hand side. Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel. Closes with five (5) buttons	100%
93	Leather Belt	Leather border belt basket weave finish 50mm wide	100%
94	Ladies scarf	Skin friendliness, shrink resistance & soft texture. The scarf must be printed with the departmental logo Width should be from 6 to 14 inches' length from 50 to 90 inches 100% cotton	100%
95	Blouse – Short sleeves	Similar to Barbara top, Mini matt – 100% polyester. Piping detail, fitted shoulder pads, paneled to create a flattering shape, Left breast pocket and roomy side pockets. Side slits for comfort and ease of movement. Embroidered Departmental logo on the top left side & category on the top right side. Similar to Barbara top.	100%
96	Blouse – Short sleeves	Butter-soft mandarin, Mini matt – 100% polyester. Piping detail, fitted shoulder pads, paneled to create a flattering shape, 4 bottom side pockets. Side slits for comfort and ease of movement. Open and close with 4 buttons at the center, Fashionable colour blocking, Embroidered Departmental logo on the top left side & category on the top right side. Similar to Barbara top.	100%
97	Blouse shirt long sleeves	Similar to Barbara top, Mini matt – 100% polyester. Piping detail, fitted shoulder pads, paneled to create a flattering shape, Left breast pocket and roomy side pockets. Side slits for comfort and ease of movement. Embroidered Departmental logo on the top left side & category on the top right side,	100%
98	Blouse 3 quarter sleeves	Similar to Barbara top, Mini matt – 100% polyester. Piping detail, fitted shoulder pads, paneled to create a flattering shape, Left breast pocket and roomy side pockets. Side slits for comfort and ease of movement.	100%

		Embroidered Departmental logo on the top left side & category on the top right side,	
99	Skirts	The outer material shall be a 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m ² and wrap directions 24 threads and weft direction 20 threads. The color shall be an acceptable match to the color Dark Navy held by the Department of Health. Lining: 100% Polyester Superfine lining. Standard size knee length, no elastic band, slits at the back and not in front	100%
100	Dress	Lined dress Straight cut with zip at the back Elegant design, back vent pleat for ease of movement. 100% waffle polyester. Short sleeves. Stretchy fabric perfect for many body types. Embroidered Departmental logo on the top left hand side AND category on the right side	100%
101	Round Neck Dress	Round neck dress, Quality sleek lightweight material, Navy blue with white piping sliding from the neck to the left breast with decorating buttons, Fashionable colour blocking, Closes with zip at the back, Back vent pleat for ease of movement. 100% waffle polyester. Short sleeves. Stretchy fabric perfect for many body types. Embroidered Departmental logo on the top left hand side AND category on the right side	100%
102	Ava Costume Dress	Round neck dress butter-soft mandarin collar, Quality sleek lightweight material, Navy blue with fashionable colour blocking, Slanting buttons front with rom the neck to the left breast with decorating buttons, One top left pocket, and two side pockets, 100% waffle polyester. Short sleeves. Stretchy fabric perfect for many body types. Embroidered Departmental logo on the top left hand side AND category on the right side	100%
103	Women Slack	The outer material shall be a 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m ² and wrap directions 24 threads and weft direction 20 threads. The color shall be an acceptable match to the color Navy held by the Department of Health Normal waist, no elastic band.	100%
104	Womens fitted Golfer	knitted collar using high quality yarns to maintain shape trimmed with sky blue and white, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Short sleeves Polyester 100%; Three buttons; Double needle finish on sleeves trimmed with white colour and collar Side vents with bra track. Side slits. Embroidered Departmental logo on the top left hand side AND category on the right side	100%
105	Female Pull over Jersey	Jersey pull over long sleeves with epaulettes and patches, Closing with buttons on the front, Embroidered departmental Logo on the top left hand side AND Category on the right side. Wool must be Elle Family Knit. Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel	100%

106	Parka jacket, long sleeves	Windbreaker/parka jacket, long sleeves Pockets on both sides Pulled zip with six press buttons to cover zip With one inside pocket Unisex Must cover the hips Fashionable colour blocking 100% polyester Tetrex material must have inside inner and cover by lining material, Departmental logo on the top left hand side AND Category on the right side.	100%
107	Male Shirt short sleeves	Formal shirt, Cotton rich yarn dye fabric, front and back darts, Chisp & classic design. Classy engraved Duches buttons, Comfortable cotton rich yarn dye fabric that is superior quality. Left top pocket, Embroidered Departmental logo on the left top pocket AND Category on the right side.	100%
108	Male Shirt short sleeves	Formal shirt, Cotton rich yarn dye fabric, front and back darts, Chisp & classic design. Classy engraved Duches buttons, Comfortable cotton rich yarn dye fabric that is superior quality. Fashionable colour blocking, Left top pocket, Embroidered Departmental logo on the left top pocket AND Category on the right side.	100%
109	Male Shirt short sleeves	Butter-soft shirt, Cotton rich yarn dye fabric, front and back darts, Chisp & classic design. Classy engraved Duches buttons from the neck up to the chest, Comfortable cotton rich yarn dye fabric that is superior quality. Fashionable colour blocking, Left top pocket, Embroidered Departmental logo on the left top pocket AND Category on the right side.	100%
110	Male Shirt Long sleeves	Formal shirt, long-sleeved explorer shirt with a quick-dry, UV protective wicking finish that helps to transport excess perspiration away from the skin. With a mesh-lined collar, additional mesh ventilation on the neck and more, this versatile, stay-dry, UV-protective shirt is cool, comfortable and hardwearing. Additional mesh ventilation at back of neck (centre), This versatile, stay-dry, sun protection shirt is designed to be hardwearing. Classy engraved Duches buttons, Embroidered Departmental logo on the left top pocket AND Category on the right side.	100%
111	Male Shirt Long sleeves	Butter-soft shirt, Cotton rich yarn dye fabric, front and back darts, Chisp & classic design. Classy engraved Duches buttons, Comfortable cotton rich yarn dye fabric that is superior quality. Fashionable colour blocking, Left top pocket, Embroidered Departmental logo on the left top pocket AND Category on the right side.	100%
112	Trousers	Formal trouser, The outer material shall be a polyester and wool blend that complies with the requirements -	100%

113	Windbreaker (Men)	Windbreaker/parka jacket, long sleeves Pockets on both sides Pulled zip with six press buttons to cover zip Fashionable colour blocking With one inside pocket Must cover the hips 100% polyester Tetrex material must have inside inner and cover by lining material Departmental logo on the left hand side AND category on the right hand side	100%
114	Peak Cap	Peak cap, Navy with Embroidered Departmental logo in front. 5 Panel, adjustable. Trimmed With white lining on the peak	100%
115	Sun hat	High quality fabrics with wash & wear properties. Wide brimmed hat, Quick drying, UV protection, Moisture wicking fabric, Light weight and durable, with adjustable stripes up to the chest. Embroidered Departmental logo on the centre	100%
116	<u>V-Neck pullover / jersey sleeveless</u>	Jersey long sleeves with epaulettes and patches, Embroidered departmental Logo on top left hand side, Category on the left side, Wool must be Elle Family Knit. Qwantex Material: 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel. Closes with five (5) buttons	100%
117	<u>V-Neck Pull – over / jersey Long sleeves</u>	Wool must be Elle Family Knit Departmental logo on the top left hand side and Category on the right hand side. Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel. Closes with five (5) buttons	100%
118	Male Golf Shirts	Combed cotton – 170g 100% Combed cotton produced from the best quality yarns for cool ness and strength Contrast trim on collar and cuffs Side slits for comfort, Three buttons and pocket on left hand side, With short sleeves trimmed with white colour, Neck trimmed with white colour, Embroidered Department of Health logo on the top left side AND Category on the right side	100%
119	Beanie	The outer material shall be 100% acrylic knitted in a 7-gauge knit. The beanie shall be knitted in a tubular style with a double hem and shall be tucked at the Crown Point. The departmental logo, without the wording, shall be embroidered on the center front of turn-up of 8 cm. width. Size: One size fits all. For both Women and Men	100%
120	Leather Belt	Leather border belt basket weave finish 50mm wide	100%
121	Ladies scarf	Skin friendliness, shrink resistance & soft texture The scarf must be printed with the departmental logo Width should be from 6 to 14 inches' length from 50 to 90 inches	100%

122	Female short sleeve blouse	100% cotton Left front pocket embroidered with Departmental logo & category With slips With 8 buttons 67% polyester and 33% cotton	100%
123	Female long sleeve blouse	Left front pocket embroidered with Departmental logo & category / unit on the other side ties to 60cm and to be stiffened. Width at bottom of tie/bow to be 9cm, with slips. With 8 button 67% polyester and 33% cotton	100%
124	Three quarter sleeve blouse	Left front pocket embroidered with Departmental logo & category With slips With 8 buttons 67% polyester and 33% cotton	100%
125	Straight cut dress	Knee Length 100% Polyester Colour of dress is navy with cerulean (sky blue 3) stripes from collar to waist Straight cut with short sleeves 03 buttons on the left side of the upper body Zip at the back (concealed 18 length) Sleeve opening 8 inch Embroidered Departmental logo on the left hand side & category on the opposite side	100%
126	Womens fitted golfer	Embroidered Departmental logo on the left hand side & category on the opposite side ; knitted collar using high quality yarns to maintain shape, Produced from the best quality yarns for durability, Double stitches hem and sleeves, Pocket on the left hand side, short sleeves Polyester 100%; 1 Pocket on the top left side; Three buttons; Double needle finish on sleeves and collar	100%
127	Ladies lined skirt	The skirts must have some darts round the waist, on the front and back and have the matching lining The outer material shall be 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m2. And warp directions 24 threads and weft direction 20 threads. Lining: 100% Polyester Superfine lining. Skirt fully lined with front and back. Zip of 18 cm. in center back seam. Length 65cm	100%
128	Ladies Slack Trouser	The outer material shall be 190 gm 100% polyester flat weave mechanical stretch with a weight of 180g/m2. And warp directions 24 threads and weft direction 20 threads. Pull on pants. The skirt must have a darts around the waist on the front and the back .The slacks shall have two side entry pockets of which the pocket bags shall be cut in the outer material. The mouth of	100%

		the pockets shall be top stitched with an edge stitch 2 mm. from the edges and bar tacked. The hem of the slacks shall be 4 cm. The slacks shall have hanger loops of finished width and length 5 mm. and 100 mm. respectively and shall be sewn in at each side seam. The slack must have a front zipper opening.	
129	Windbreaker/parka jacket- unisex	Windbreaker/parka jacket, long sleeves Pockets on both sides. Pulled zip with six press buttons to cover zip. With one inside pocket. Must cover the hips. 100% polyester. Tetrex material must have inside inner and cover by lining material. Embroidered Department of Health logo & category on the opposite side	100%
130	Waist coat	Jatted pockets, Panelled waistline, classy engraved duchess buttons, high quality mini mat fabric with wash and wear properties. Mini matt – 100% polyester. Embroidered Departmental logo on the left hand side & category on the opposite side	100%
131	Female lined jacket	The outer material shall be a polyester and wool blend Two front pockets at the bottom and one pocket at left side of the chest, fully lined with embroidered Department of health logo & category on the opposite side The jacket must have some darts around 6 buttons at the front	100%
132	Ladies scarf	Skin friendliness, shrink resistance & soft texture The scarf must be printed with the departmental logo Width should be from 6 to 14 inches' length from 50 to 90 inches 100% cotton	100%
133	Female Jersey V-Neck pullover / jersey sleeveless	100% High bulk acrylic V-neck jersey, Sleeveless On the left side with Department of Health logo & category on the opposite side	100%
134	Female Jersey	100% High bulk acrylic V-neck jersey, pull over, long sleeves On the left side with Department of Health logo & category on the opposite side Jersey pull over long sleeves with epaulettes and patches, <u>Closing with buttons on the front</u> , Embroidered departmental Logo on the top left hand side AND Category on the right side. Wool must be Elle Family Knit. Qwantex Material : 70% Acrylic /30% wool blend V –neck design. Ribbed neckline and waistline. Long sleeve with ribbed cuff. High quality wool blend has soft feel	100%
			100%
135	Short Sleeve Shirt for Men	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be wore with a tie. Embroidered Department of Health logo on the left hand side & category on the opposite side	100%
136	Long Sleeve Shirt for Men	The outer material shall be a blend of yarn dyed 67% polyester and 33% cotton fabric	100%

		The shirt must have 6 buttons and two breast chest pockets. The collar must be cut in such a way that it can be wore with a tie Embroidered Department of Health logo on the left hand side & category on the opposite side	
137	Trousers	The outer material shall be a polyester and wool blend Each front shall have two pleats. The trousers shall have a slide fastener fly, two slanting side pockets and one jetted hip pocket at the right back. The waistband shall fasten with a hook and bar and a button. The bottoms shall be plain 8 Belt loops, 45 mm. long (between bar tacks), one on each 20 mm. front pleat, one on each side seam, one on each back dart and one on either side of center back seam	100%
138	Jacket Male	The outer material shall be a polyester and wool blend Two front pockets at de bottom, and one pocket at left side of the chest, fully lined with departmental logo 4 Buttons at the front	100%
139	Windbreaker/parka jacket	Windbreaker/parka jacket, long sleeves Pockets on both sides. Pulled zip with six press buttons to cover zip. With one inside pocket. Must cover the hips. 100% polyester, Tetrex material must have inside inner and cover by lining material Departmental logo on the left hand side & category on the opposite side	100%
140	Raincoat for Male and Female	Thick nylon rubberized raincoat Two piece	100%
141	Male Jersey	100% High bulk acrylic V-neck jersey, Sleeveless Departmental logo on the left hand side & category on the opposite side	100%
142	Male Jersey	100% High bulk acrylic V-neck jersey, pull over, long sleeves Departmental logo on the left hand side & category on the opposite side	100%
143	Trousers, Combat (Unisex)	Specification: 65/35 Polycotton twill. Flat front with pin tuck detail. Large belt loops on wider waistband for security belt 2 Deep slant pockets for easy access and one back pocket 2 Cargo pockets with button down closure YKK Zip fly Adjustable hem for easy wear and insulation Waistband Belt must be included. Triple needle stitched on back rise and inner leg for extra strength 4- Hole buttons with cross stitching for extra strength	100%

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144	Short sleeve shirt Combat (Unisex)	Specification: 65/35 Polycotton twill Button down front 2 Front pockets with button closure and pen pocket division Top stitching on yoke and armhole for added strength	100%
145	Combat long sleeve shirt, (Unisex)	Specification: 65/35 Polycotton twill Button down front 2 Front pockets with button closure and pen pocket division Top stitching on yoke and armhole for added strength	100%
146	Combat Cap Unisex	Reinforced peak back flap with press studs Departmental logo in the middle (the colour shall be acceptable match to the sample held by the department of health)	100%
147	Combat long sleeve jersey (Unisex)	Ribbed sleeves and waist Elbow patch	100%
			100%
148	SOCKS	- Made of hydrophobic fibers (Wool/ nylon / cotton) - Have channels that wick moisture or sweat away from the foot to the outside of the sock where it - Retain shape - Don't stretch or bunch up inside shoes - Machine washable & dryable	100%
149	Socks	Summit Hiking socks designed for mountains and cold environments, Comfortable, mid-weight and mid-calf height, with an open-ribbed collar to keep the socks up without calf bite. These specialised hiking socks made from a fusion of Merino wool and	100%

		CoolMax/polyester, with wicking properties to get rid of excess moisture and a lycra component to ensure a snug fit. The cushioned soles for comfort level on long hikes.	
150	Ladies Court Shoes	▪ Similar to “Green Cross” shoe with a square point ▪ Low heel	100%
151	Ladies Court Shoes	▪ Similar to “Green Cross” shoe with a square point. ▪ Medium heel	100%
152	Shoes Men’s Service Type	▪ Men’s service ▪ Specification SABS 421 Parabellum sole	100%
153	Paris ladies shoe Steel cap - maintenance	▪ A slip on women’s shoe with extra comfort features. ▪ Single density PU sole. Heat resistant up to 95°C. ▪ Available with or without a steel toe cap. Elastic side gussets for additional comfort. SANS / ISO 20345. ANTISTATIC	100%
154	SABS Ladies Marina calf gumboot	▪ Virgin PVC sole and upper. The Marina gumboot is still the most popular ladies gumboot in SA. Great for comfort. Durable. <u>Strong grip</u>	100%
155	SABS approved steel toe cap gumboots	▪ Virgin PVC sole and upper. Kneel length PVC gumboot. Complies to SABS 1320-1, type 1, class 1. Moulded wide fit steel toe cap for protection. Shin reinforcement for optimum protection. Moulded wool innersole for comfort.	100%
156	Ladies: Double density PU/PU sole.	▪ Heat resistant up to 95 degree Celsius. Steel toe cap energizer top sock for additional comfort. Full grain leather upper. Midsole option available. SANS/ISO 20345. Code: NEOFLEX 90004 ANTISTATIC.	100%
157	Ladies Safety Flap Shoes (laundry-aid, cleaners, massagers, occupational health & CHW)	▪ Ladies closed upper shoes with a flap fastening and adjustable on the sides. ▪ Top quality, long lasting lightweight flexible sole ▪ Genuine Leather Soft Upper Safety Shoes ▪ Lining and sock: Breathable lining and shocking materials that allow feet to breath PU ▪ Wooden shank for extra stability ▪ Top quality Insole board for support ▪ Heel cup-Rounded to provide support & comfort for the heel ▪ Footbed: Latex Foam with Arch – as well as Metatarsal support ▪ Heel grip: Non-woven ▪ Outsole: Polyurethane (PU) ▪ Soft collar padding for extra comfort	100%
158	Ladies Shoe/Gardeners - Sandals	▪ Ladies sandals fastening and adjustable on toes and ankle ▪ Top quality, long lasting lightweight flexible sole ▪ Genuine Leather Soft Upper Safety Shoes	100%

		▪ Lining and sock: Breathable lining and shocking materials that allow feet to breath PU ▪ Wooden shank for extra stability ▪ Top quality Insole board for support ▪ Heel cup-Rounded to provide support & comfort for the heel ▪ Footbed: Latex Foam with Arch – as well as Metatarsal support ▪ Heel grip: Non-woven ▪ Outsole: Polyurethane (PU) ▪ Soft collar padding for extra comfort	
159	Ladies Shoe/Gardeners	▪ Ladies safety shoe with steel toe cap and carries the SABS mark. An extra wide steel toe cap resistant to 200 Joules. Resistance to Acid, oil-fuel and water. heat resistant to 90°C. Safety footwear that has slip resistance. High quality genuine leather uppers. Sole material-Double density polyurethane(PU) Sole Construction-Direct injected Moulded. Lining-vamp Non-woven.	100%
160	Venice Female Shoes	▪ Practical shoe designed specifically for women. Single density PU sole. Heat resistant up to 95°C. Available with or without a steel toe cap. ▪ Two pair eyelet lace up. Full grain leather upper. Kevlar midsole option available. SANS/ISO 20345. Anti-static	100%
161	Hygiene slip on Clog, Ladies (Kitchen)	▪ Oil and acid resistant sole. PVC to maintain colour durability. ▪ Virgin PVC, non slip, hardwearing sole with strong grip. ▪ Flexible tread pattern to eliminate surface build up. Superior 100% polyester sock lining. Moulded wool innersole for comfort.	100%
162	Safety Shoes:Male	▪ Should have SABS Mark, An extra wide steel toecap resistant to Joules. Resistance to Acid, oil fuel and water. Safety footwear that has slip resistance, heat resistance to 90°C, High quality genuine leather uppers, Sole construction of Apollo sole unit. Light weight and tough Anyi-static properties	100%
163	Safety boots	▪ Dromex boxer, Argon dot or similar approved with slip resistant, oil resistant and steel toe	100%
164	Male: Double density PU/PU sole	▪ Heat resistant up to 95 degree Celsius. Steel toe cap. Energiser top sock for additional comfort. Full grain leather upper. Midsole option available. SANS/ISO 20345. CODE: NEOFLEX ANTISTATIC.	100%
165	Gum boots/Shoes-Male	▪ Must be constructed from PVC ▪ lining of boot must be from nylon ▪ the inner sole is from polyurethane ▪ must have safety toe cap ▪ must be knee length ▪ must be slip, oil, acid and blood resistant ▪ must be water proof ▪ mid sole of boot must also be puncher proof ▪ sample request	100%

166	Ankle Gumboot-Male	▪ Recycled black PVC with flex resistance to avoid surface cracking. ▪ Ergonomically designed. ▪ UV stabilised PVC to maintain colour durability. ▪ Virgin PVC, non-slip, hard wearing sole with strong grip.	100%
167	Safety boots	▪ Dromex boxer, -Argon dot or similar approved with slip resistant. ▪ Oil resistant and steel toe	100%
168	 Magnum Viper Pro Safety Boot-Male	▪ Full-grain leather upper with hard wearing breathable 1680denier nylon panels. ▪ Wide fitting for greater comfort ▪ durable high traction rubber outsole with non-metallic composite shank for lightweight support. ▪ eva midsole for underfoot composite toe, ▪ Slip and oil resistant ▪ Ankle protection and inner zip from base sole to ankle up ▪ Unisex	100%
169	Chealsea Boot, male	▪ Full grain buffalo leather, Wide fir toe cap complies with SANS/ISO 20345 wi withstand an impact load of 200 Joule. ▪ Elastic side gussets to give additional support. ▪ Pull tab incorporated into the body of the boot to ensure strength and durability. ▪ TPU sole durability with oil and acid resistance as well as anti-slip and anti-static properties. Shank reinforcement for support and stability. Moulded 100% wool innersole for support and comfort	100%
170	All purpose gumboots	▪ Complies to SABS 1320 - Type 1 Class 2; Oil & acid resistant sole; Ergonomically designed; UV stabilized PVC to maintain color durability; ▪ Virgin PVC non-slip hard wearing sole with strong grip; Flexible tread pattern to eliminate surface build up; ▪ Superior 100 % polyester sock lining, Molded wool innersole for comfort. Virgin PVC sole & upper. Reference no.: JGBT	100%
171	Boots Hiking	• Leather • Similar to – HI Tec Altitude VI Waterproof	100%
172	Boot	• Cordura and leather • Male and Female	100%
173	Women Tekkies/Sneakers	• Memory Foam Cushioned Comfort Insole, Soft flat mesh knit upper with a bungee-laced front, Slip-on athletic sporty sneaker design,	100%

		Lightweight flexible shock-absorbing midsole, Machine washable, Flexible rubber traction outsole, 1 ¼ - ½ Inch heel Non Slip, Water proof	
174	Women Shoes	Slip-on, Full grain leather and Nappa leather, Functional Zip, Memory Foam footbed, Flat Heel height	100%
175	Men Tekkies/Sneakers	Soft woven mesh fabric with heathered finish, Textured fabric overlay heel panel, Smooth synthetic toe overlay panel, Slip on stretch laced sporty casual comfort sneaker design, Stitching accents, Smooth sleek 3D toe overlay, Mesh fabric with soft texture, Heel overlay panel with soft wave-texture design and stitching detail, Bungee stretch laced front panel for easy slip on fit, Padded collar, Soft fabric shoe lining, Comfort Foam heel cushion, Air Cooled Memory Foam Cushioned comfort insole, Shocking absorbing supportive lightweight midsole, Contoured midsole with matching or contrast coloured top layer, Flexible traction outsole.	100%

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

(Tick applicable box)

YES		NO	
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- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

If the bid is for more than one product, the local content percentages for each product 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

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

GBP

Note: VAT to be excluded from all calculations

[illegible][illegible]

(C20)	Total tender value
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(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total

(C24)

(C25) Average local c

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

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

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

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

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

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

(D19) Total exempt imported value

This total must correspond with Annex C - C21

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

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

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

This total must correspond with Annex C - C23

Signature of tenderer from Annex B

Date: _____

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**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

(120)

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

(21)

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)