



YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR WESTERN CAPE GOVERNMENT, HEALTH AND WELLNESS

BID NUMBER: **WCGHSC 0320/2024**

CLOSING DATE: **29 November 2024**

CLOSING TIME: **11:00**

SUPPLY AND DELIVERY OF FORENSIC PATHOLOGY (FPS) UNIFORMS FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD.

The successful bidder will be required to complete and sign a written contract form (WCBD7.1).

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX MARKED DEPARTMENT OF HEALTH SITUATED IN:

Bid Box marked "Department of Health"

Main entrance of Supply Chain Management Offices (M9 building) on the premises of

Karl Bremer Hospital, c/o Mike Pienaar Boulevard & Frans Conradie Avenue, Bellville

Open Mondays to Fridays from 6am to 5pm (excluding weekends and public holidays).

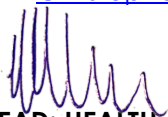
1. Please ensure that bids are delivered **to the correct address on time before bid closing**. **Late bids** it will not be accepted for consideration and, where possible, will be returned unopened to the SP accompanied by an explanatory letter. If you are uncertain about the location of The Departments bid box, please call the responsible official, Mr. C Cairns at (021) 834 9015 for assistance during office hours. The bid box is generally open from 06h00 to 17h00 a day, 5 days a week. No SP's names or prices will be read out after closing time when the bid box is opened, and bids are removed by Sourcing officials.
2. Please submit your bid on the official, **not re-typed** forms. Only original, signed documents will be considered. **Failure to complete and sign the bidding documents, certificates, questionnaires and specification forms in all respects will invalidate the bid.**
3. Each bid must be deposited in a **sealed envelope** with the **name and address of the SP, the bid number and closing date**. These conditions also apply to a bid sent by courier that is delivered in a courier pouch and is either signed off by the responsible official or deposited in the bid box by the courier's representative. The envelope shall not contain documents related to any bid other than that indicated on the envelope.
4. **All SP's must be registered on the Central Supplier Database (CSD) at the time of bid closing.** SP's already registered on the CSD must have confirmation of their registration AND ensure that their status is up to date prior to bidding by contacting www.csd.gov.za **Unregistered SP's or SP's with a suspended registration will be deemed non-compliant and their bids will not be considered.** Any prospective unregistered SP must register as a supplier on the CSD prior to bidding.

	Central Supplier Database
Self-registration	www.csd.gov.za (self-registration only)
Contact email	SCMeProcurement.DIH@westerncape.gov.za

5. **Where a SP's tax compliance status cannot be verified or if a SP's tax status is non-compliant on the CSD, the SP will be afforded 7 working days to confirm tax compliance for the bid to be considered.**
6. The B-BBEE status **on form WCBD 6.1 in your bid document** will be used to evaluate the bid, **not your B-BBEE status on the SEB or CSD**. Please complete your claims for both the **80/20 and 90/10 preference points systems** in the WCBD6.1, as well as the attached form WCBD4. All other mandatory documents held on the CSD will be accepted by the Department of Health and Wellness (WCGHW) for consideration of formal bids.
7. **Please note that a compulsory briefing session for the above-mentioned bid has been scheduled for (Friday 15 November 2024) at 10:00am, Forensic Pathology Services (FPS) Swellendam, 36 Von Manger Street, Swellendam, 6740**

Bidders will be restricted to attend the meeting after the scheduled start time. No bid documents will be issued at this session. Please ensure to only complete the bid administrator's attendance register provided. Offers of bidders who have not attended the compulsory briefing session will not be considered.

8. This bid is subject to the General Conditions of Contract (GCC), Special Conditions of Contract and terms and conditions stipulated in the contract and all its Annexures. **The 80/20 Preferential Procurement Points System is applicable to this bid.**
9. Bidders must take note that the **quantities are estimated**, and no guarantee is given or implied as to the actual quantity which will be procured during the contract period.
10. **Important Notice:** Please note that the SP's must ensure that the representative who attended the briefing sessions are the person who compile and complete the offer. It remains the responsibility of all SPs to familiarize themselves with all requirements for this bid.
11. SP's must submit their offers in a D-ring file or appropriate ring binder with file dividers between sections. SP's will not receive any advantage to include unnecessary information not requested in their offer. Only the mandatory documents and other information requested in the bid must be completed and submitted with the offer.
12. The Department will not allow nor accept SP's own terms and conditions to be considered. The Department will not accept nor consider an awarded contractor's demands to deviate from any requirements to their preference of any clause listed in this bid and or Annexures attached to it.
13. Please refer all technical/specification enquiries to Ms. L Jansen on email: Lilly.Jansen@westerncape.gov.za / lseals@sun.ac.za and Supply Chain Management enquiries Christopher.Cairns@westerncape.gov.za



C Munnik

pp HEAD: HEALTH AND WELLNESS
DATE: 30/10/2024

**PART A
INVITATION TO BID**

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WCGHSC 0320/2024	CLOSING DATE:	29 November 2024	CLOSING TIME:	11:00am
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	C.G. CAIRNS		CONTACT PERSON	Lilly Jansen	
TELEPHONE NUMBER	021 834 9015		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A			N/A	
E-MAIL ADDRESS	Christopher.Cairns@westerncape.gov.za		E-MAIL ADDRESS	Lilly.Jansen@westerncape.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN		AND	CENTRAL SUPPLIER DATABASE NO:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBFACILITY WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF SERVICE PROVIDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE (GOODS)

SUPPLY AND DELIVERY OF FORENSIC PATHOLOGY SERVICES (FPS) UNIFORMS FOR WESTERN CAPE GOVERNMENT: HEALTH AND WELLNESS FOR A THREE (3) YEAR PERIOD

NAME OF BIDDER:

BID NUMBER: WCGHSC 0320/2024

CLOSING TIME: 11:00 ON FRIDAY, 29 NOVEMBER 2024, OFFERS SHALL BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID

All offers submitted must be VAT inclusive. SP's who are not VAT vendors/ registered must indicate if their pricing is inclusive or exclusive of VAT.

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION OF ITEM
1	60 pairs	Ladies Grasshoppers, Leather Bree, Casual Tan Vellie
2	120 pairs	Shoe, Office wear for men
3	100 each	Belt, basket weave, 35mm (ladies)
4	100 each	Belt, basket weave, 55mm
5	200 each	Rain Wear – Jacket and Pants
6	150 each	Cap, peak
7	400 each	Men Outdoor Short Sleeve Shirt – Admin
8	400 each	Men Cargo Pants – Admin
9	300 each	Ladies outdoor Short Sleeve Shirt – Admin
10	200 each	Ladies Stretch Cargo Pants – Admin
11	100 each	Ladies Stretch Pencil Skirt – Admin
12	100 each	Golfer shirt, short sleeve, male
13	60 pairs	SOCKS Anti-Static Unisex
14	50 each	Shirt, short sleeve, cleaner
15	30 each	Shirt, long sleeve, cleaner
16	30 pairs	Skirt, cleaner - Female
17	30 each	Trousers, normal length cleaner - female
18	45 each	Conti suit, Jacket Male
19	45 each	Conti suit, Pants Male
20	45 each	Wide brim cricket-type hat
21	30 each	Male and female Freezer Jacket
22	50 each	Poncho, Rubberised,
23	2500 each	T-Shirt: Colour: Oxford Blue

24	100 each	Reflective Jackets
25	400 each	Men Soft Shell Jacket-Operational
26	120 each	Men soft Shell Jacket-Support
27	200 each	Ladies Soft Shell Jacket-Operational
28	300 each	Ladies Soft Shell Jacket-Support
29	1500 each	Combat Trousers: Male
30	600 each	Combat Trousers: Female
31	1500 each	Combat Shirt: Male
32	600 each	Combat Shirt: Female
33	40 pairs	Boot, safety (Similar or equal to)
34	500 pairs	Boot, Hiking type, Colour black
35	20 pairs	Boot, Hiking type, Colour brown (specialized)
36	120 pairs	Boot, safety boot.
37	100 each	Jacket, Bunny Jackets
38	200 each	Golfer – Female, short sleeve
39	200 each	Golfer – Male, short sleeve
40	50 each	Coat, doctor, Short sleeve Hip Length
41	50 each	Coat, doctor, Long sleeve Knie Length
42	300 pair	Gloves, Safety
43	60 pairs	Sock, Thermal protective, rescue
44	150 each	Beanie, soft-shell
45	150 each	Operations Backpacks

PRICING AND SPECIFICATION

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEM	BID PRICE IN SA CURRENCY INCL VAT Year 1	BID PRICE IN SA CURRENCY INCL VAT Year 2	BID PRICE IN SA CURRENCY INCL VAT Year 3
1	60 Pairs	Ladies Vellie – Brown Specifications: – Low-cut design – 100% full grain Bovine Nubuck Leather – Handmade in South Africa – Slim Shoelaces – Finished with bold stitching and brass studs for enhanced durability – UK ladies' sizes: 3 – 9 (we recommend taking the size you usually wear) 	R..... (pair)	R..... (pair)	R..... (pair)
2	120 Pairs	Shoe, Office wear for men (Similar or equal to the Bronx Sherman Choc Cabretta Lace Up Shoe) Leather Casual Lace Up Shoe Highly durable and hard-wearing lace-up with a thick sole and increased grip, as well as a retrousse nose designed for wear-and-tear and to preserve the sole • Genuine leather upper • Rubber sole • Comfort • Unique • Durable Colour: Brown Size: 4 - 14 (medium and wide fit) 	R..... (pair)	R..... (pair)	R..... (pair)
3	100 each	Belt, basket weave, 35mm Genuine leather belt with a slim silver metal buckle with single prong and adjustable pin hole closure. Black genuine leather with a basket weave pressed finish (similar pattern as the border patrol belt). 7 punched holes for adjustment Colour: Black Size: according to trouser sizes - 26 to 58	R..... (each)	R..... (each)	R..... (each)

					
4	100 each	Belts, Black border patrol, 55mm. Basket weave finish pressed into leather. Nickel or brass roller single prong buckle. Billet with five punched holes. Two leather loops fitted to belt. All seams shall be bonded	R..... (each)	R..... (each)	R..... (each)
5	200 each	Rain Wear – Jacket and Pants Fabric – 300d breathable oxford weave with polyurethane coating Colour – Dayglo orange and Navy (Oxford) blue Style – Must be a two-tone garment with reflective tape Single breasted Zipper front closure- no 5 spiral- black – YKK Zipper on both sides with gusset to prevent front zipper tear. (bottom of jacket) Single storm flap Navy (Oxford) blue and closure side panel Navy (Oxford) blue To fasten with press studs- Oxford Blue To fasten left over right Sleeves to form integral part of jacket- two tone appearances. Sleeves, to be fitted with two lengths of encapsulated retro reflective tape. Outside wrist storm straps. Front and back to fitted with encapsulated retro-reflective tape Collar with hood tucked in storage pouch (incorporated into collar) collar and hood Navy (Oxford) blue. Front to have two lower patch pockets with flaps. Flaps to have pointed shape. Jacket section in Navy (Oxford) blue. Straight side seams. All seam s to be sealed to ensure 100% water proofing. Lining to be with polyester mesh aertex- matching colour to be Navy Dayglo orange. (To be exactly like sample) Back and front yoke section in Navy (Oxford) blue. Back to have printed in silver reflective the words “FPS Western Cape” The letter sizes should be a minimum of 45 mm high and between 35 – 40 mm wide depending on the letters and there must be a 10mm space between the lettering. FPS Logo to be placed on the left breast above ID pocket. Logo design will be provided. RSA flag on left arm near shoulder. Shoulders to have Navy (Oxford) blue epilates and press studded down. All stress points of the garment must be bar tacked	Sizes xs-3xl R..... (each) Sizes 4xl-5xl R..... (each)	R..... (each) R..... (each)	R..... (each) R..... (each)

		Care/washing instructions to accompany item. Locally manufactured to be indicated on. Material compilation label to be attached on item Details: Yarn strength- to conform to EN471 AND SANS 50471 standards. Zip type- no 5-spiral auto-lock to fit accordingly - YKK. Stud type- black coated metal outside diameter 15mm inside hole of 7mm. Tape- 50mm silver open bead tape, together with checked silver/ Dayglo orange open bead tape. Lining- Dayglo orange aertex mesh polyester composition (to be black) RAIN TROUSERS: Fabric – waterproof, breathable – 100% nylon Colour – Navy (Oxford) blue Elastic waistband with draw cord Gusset with zip in legs to allow trousers to fit over boots Zip must be at least 20 cm long and must be rain proof Reflective tape is to be 50mm wide silver open bead reflective tape conforming to the SANS 50 471 class II standard checked silver/ orange open bead tape to be sewn onto both legs above knees. All stress points of the garment must be bar tacked Care/washing instructions to accompany item. Locally manufactured to be indicated on item. Material compilation label to be attached on item SIZES Supplier to provide size chart. XSmall – 5XLarge 			
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6	150 each	Cap, peak Crown with six panelled, dome shaped peak cap. Embroidered (not metal) Eyelets for improve ventilation and an adjustable Velcro strap at the back. The peak should be permanently heat-set to maintain shape. The cap must be lined on the inside with lining that is laminated together with the outer material to form a single appearance. An FPS badge should be affixed to the centre front of the cap. South African national flag on the left side or back of cap Colour: Oxford blue (Pantone 282/ hex code #002147) Size: One size adjustable for all 	R..... (each)	R..... (each)	R..... (each)
7	400 each	Mens Outdoor Short Sleeve Shirt - Admin Patch pockets with inverted pleats and velcro flaps on chest Lightweight and breathable Bar-tacks at pressure points Back vent with mesh insert for ventilation Curved hemline 120g 100% Cotton FPS badge embroidered on the left breast South African national flag on left sleeve near shoulder Colour: Navy Size: S – 5XL (½ Chest (cm): 52 – 87 cm)	Sizes S-3xl R..... (each) Sizes 4xl-5xl R..... (each)	R..... (each)	R..... (each)

					
8	400 each	Mens Cargo Pants - Admin Deep front pockets Side and back pockets with flaps, and concealed studs Rugged stretch cargo look For everything from the great outdoors to the office Triple-stitched back rise Right side hammer-loop 270g 100% Cotton canvas fabric, Enzyme washed Bar-tacking on all the of pressure points Metal pants button Colour: Khaki Sizes: : S – 5XL (½ Chest (cm): 52 – 87 cm) 	Sizes S-3xl R..... (each) Sizes 4xl-5xl R..... (each)	R..... (each) R..... (each)	R..... (each) R..... (each)

9	300 each	Ladies outdoor Short Sleeve Shirt - Admin Curved hem-line Sleeves with turn-ups Back vent with mesh insert for ventilation Two patch pockets with velcro flaps on chest Bar-tacks at pressure points Front waist darts Flattering feminine outdoor look 120g 100% Cotton FPS badge embroidered on the left breast South African national flag on left sleeve near shoulder Colour: Navy Sizes: XS – 5XL (½ Chest (cm): 41 – 87 cm) 	Sizes XS-3xl R..... (each) Sizes 4xl-5xl R..... (each)	R..... (each)	R..... (each)
10	200 each	Ladies Stretch Cargo Pants Two side leg patch pockets with flap and velcro closure Versatile ladies cargo pants Two back patch pockets with twin needle stitching Hip pockets with money pocket Tapered leg design Stretch fabric for extra comfort 220g Cotton/ Polyester/ Elastane blend Concealed brass YKK zip Adjustable elasticated waste Metal button	Sizes S-3xl R..... (each)	R..... (each)	R..... (each)

		Colour: Khaki Sizes: 2XS – 5XL (½ Waist (cm): 35 – 59 cm)	Sizes 4xl-5xl R..... (each)	R..... (each)	R..... (each)
					
11	100 each	Ladies Stretch Pencil Skirt Two side patch pockets with flap and velcro closure Versatile ladies cargo pencil skirt Two back patch pockets with twin needle stitching Hip pockets with money pocket Pencil Skirt design Stretch fabric for extra comfort 220g Cotton/ Polyester/ Elastane blend Concealed brass YKK zip Adjustable elasticallyated waste Metal button Colour: Khaki Sizes: 2XS – 5XL (½ Waist (cm): 35 – 64 cm)	Sizes 2xs-3xl R..... (each)	R..... (each)	R..... (each)
			Sizes 4xl-5xl R..... (each)	R..... (each)	R..... (each)
12	100 each	Golfer shirt, short sleeve, male Golfer type short sleeve shirt made from 100 % Polyester. Shirt must have a three-button placket opening in front. Two-piece collar with a stand and ribbed knitted collar. Collar stand lining and back neck facing of woven fabric. Straight bottom hem with side seam slits. Rib knitted cuffs on the sleeves. Embroidered FPS badge on the front left breast	Sizes XS-3xl R..... (each)	R..... (each)	R..... (each)

		South African national flag on left sleeve near shoulder Colour: Oxford blue (Pantone 282/ hex code #002147) Sizes: XS to 6XL	Sizes 4xl-6xl		
			R..... (each)	R..... (each)	R..... (each)
13	1000 pairs	SOCKS Anti-Static: Unisex The socks are treated with a Ruko Bach AGP anti-microbial silver-based technology which utilises nano particles of silver chloride. This same compound is applied to the latest wound dressings. Benefits: • 95% of bacteria is killed within two hours • Comfort to the wearer, as the socks do not lead to irritation of sensitive skin • Harmless to normal skin flora Environmentally friendly "Antistatic" fibre refers to the anti-static silver-coated cotton stripes which are knitted into the socks. Benefits: The anti-static fibre conducts electricity away from the body, through the sock and into the shoe. The anti-static effect is permanent and does not diminish over time. Sizes, Male: UK size 5 - 13. Female: UK Sizes 3 - 11. (Socks must be available in different sizes, not one size fits all) (Similar or Equal to) 	R..... (pair)	R..... (pair)	R..... (pair)
14	50 each	Shirt, short sleeve, cleaner Fabric- 100% polyester Two hip pockets Cross-over top with orange piping detail on pockets and neckline Side slits Left penpocket Two hip pockets Colour: Oxford Blue with orange piping Sizes: XS – 4XL	R..... (each)	R..... (each)	R..... (each)

					
15	30 each	Shirt, long sleeve, cleaner Fabric- 100% polyester Two hip pockets Cross-over top with orange piping detail on pockets and neckline Side slits Left penpocket Two hip pockets Colour: Oxford Blue with orange piping Sizes: XS – 4XL	R..... (each)	R..... (each)	R..... (each)
16	30 each	Skirt, cleaner - female: Fabric of 100% polyester. Skirt with front darts and a semi-elasticated waist. Fully lined with a concealed zipper at the back, including a button and buttonhole closure. Back slip for ease of movement Colour: Oxford Blue Sizes: XS – 4XL	R..... (each)	R..... (each)	R..... (each)
17	30 each	Trousers, normal length cleaner – female Fabric of 100% polyester. Long leg, high waist trousers with a zipper in front and button /buttonhole closure. Slanted side pockets and rear 1/3 waist section to be elasticated. Colour: Oxford Blue Sizes: XS – 4XL	R..... (each)	R..... (each)	R..... (each)
18	45 each	Conti suit, Jacket Male (Similar or equal to Jonsson Workwear) FABRIC: Polycotton Fabric: 65% / 35% Polycotton Twill Weight: 230gm ² Details: • Chest pocket with press stud closure and pen division • Large front pockets for convenient storage • Concealed brass YKK zip • Side slits for ease of movement • Industrial wash • Indigo ring-spun denim • Bar tacks on stress points • Triple needle stitching for extra strength Embroidered FPS badge on left breast South African national flag on left sleeve near shoulder Colour: Navy Blue Sizes: XS – 4XL	R..... (each)	R..... (each)	R..... (each)

					
19	45 each	Conti suit, Pants Male (Similar or equal to Jonsson Workwear) FABRIC: VERSATEX® Polycotton Fabric: 65% / 35% Polycotton twill Weight: 230gm² Details: • Triple needle stitching on all seams • Indigo open-ended denim • Concealed brass YKK zip • Industrial wash • Half elasticated waistband for comfort and ease of movement • Ruler pocket • Two generous front pockets and a back pocket • Brass trim Colour: Navy Blue Sizes: 28 – 54 	R..... (each)	R..... (each)	R..... (each)
20	45 each	Wide brim cricket-type hat Oval shaped crown with a deep body that consists of two panels and ventilation eyelets and a wide brim. Chin strap with fastening toggle Embroidered FPS badge in middle/front Colour: Oxford Blue Sizes: One size fit all 	R..... (each)	R..... (each)	R..... (each)

21	30 each	Male and Female Freezer Jacket • Bar-tacking on all pressure point • Insulated padded jacket with elasticated cuff • Freezer Jacket, ideal for those very cold working conditions • Two front pockets, one chest pocket. • Hood with draw cord • Invisible zip for embroidery access • Water resistance outer Fabrication: Oxford Polyester outer, 140g Heavy weight padding and lining Embroidered FPS badge on left breast South African national flag on left sleeve near shoulder Sizes – S, M, L, XL, 2XL, 3XL, 4XL, Colour: Navy Blue Sizes: S – 4XL (Similar or equal to Jonsson Workwear) 	R..... (each)	R..... (each)	R..... (each)
22	50 each	Poncho, Rubberised, • Unisex • Coating: Rubberised W, 210D oxford Rubberised • Closure style: Press stud sides • Waterproof • 210 D Oxford rubberised, fixed hood, generous sizing, press stud sides, adjustable press stud tab at neck FPS badge printed on left breast Back to have printed in silver reflective the words "FPS Western Cape" The letter sizes should be a minimum of 45 mm high and between 35 – 40 mm wide depending on the letters and there must be a 10mm space between the lettering. Sizes – S, M, L, XL, 2XL, 3XL, 4XL, (Not one size fits all)	R..... (each)	R..... (each)	R..... (each)

		Colour: Navy Blue Sizes: S – 4XL 			
23	2500 each	T-Shirts: Colour: Oxford Blue 160g/m2, Polycotton blend. Crew neck, open cuffs Colour: Oxford Blue Sizes: S – 6XL	Size S-3XL R..... (each)	R..... (each)	R..... (each)
			Size 4xl-6xl R..... (each)	R..... (each)	R..... (each)
24	100 each	Reflective Jackets: DURABLE TRAFFIC STYLE REFLECTIVE VEST. COMBINATION OF SOLID & MESH FABRIC.ELASTICATED WAIST WITH BUTTON. 2 TONE NAVY (OXFORD) BLUE AND DAYGLO ORANGE. Colour: Navy (Oxford) Blue mesh with Dayglo Orange panel. (yellow in attached sample must be navy blue) Mesh fabric: Equal or similar to 3M Scotchlite, Reflective Material. Zip: Front Zip, YKK Reflectives: Special FPS checkerboard reflective tape over shoulder and around waist. Pockets: Two pockets in front. Navy (Oxford) Blue with flap and Velcro closure. 1 Cell phone pocket on left hand chest area. Front right chest area in line with cell phone pocket negative Velcro black 90mm (width) x 170mm (length) Logo: FPS logo embroidered on left chest. Emblem design will be provided (width 75mm and height 60mm) with suitable backing to avoid shrinking. FPS reflective letters on back. (Back to have printed in silver reflective the letters "FPS") 265mm (length) x 90mm (width) negative Velcro below FPS reflective on back, Dayglo Orange	R..... (each)	R..... (each)	R..... (each)

		The letter sizes should be a minimum of 60mm high and between 40mm wide depending on the letters and there must be a 25mm space between the lettering. Care/washing instructions to accompany item. Locally manufactured to be indicated on item. Sizes: S – 4XL			
25	400 each	Men Soft Shell Jacket-Operational A single baffle behind CF zip offers additional wind protection The softshell has 2 way stretch for extreme comfort and freedom of movement Two handwarmer pockets Also features an adjustable hem, which helps prevent cold air from getting under the jacket Softshell finish: Bonded softshell, two-ply with DWR Weight: 530g All zips are made by YKK Softshell fabrication: 95% Polyester, 5% Spandex laminated fabric DWR coating provides the fabric with a Durable Water Repellency FPS logo (as specified on ordering) on left breast Reflective dayglo orange checkerboard tape sewn around biceps and 50mm in height South African national flag on left sleeve near shoulder. Colour: Oxford blue (Pantone 282/ hex code #002147) Sizes: S – 4XL	R..... (each)	R..... (each)	R..... (each)
26	120 each	Men Soft Shell Jacket-Support A single baffle behind CF zip offers additional wind protection The softshell has 2 way stretch for extreme comfort and freedom of movement Two handwarmer pockets Also features an adjustable hem, which helps prevent cold air from getting under the jacket Softshell finish: Bonded softshell, two-ply with DWR Weight: 530g All zips are made by YKK Softshell fabrication: 95% Polyester, 5% Spandex laminated fabric DWR coating provides the fabric with a Durable Water Repellency FPS logo (as specified on ordering) on left breast Reflective dayglo orange checkerboard tape sewn around biceps and 50mm in height South African national flag on left sleeve near shoulder. Colour: Oxford blue (Pantone 282/ hex code #002147) Size: S – 4XL	R..... (each)	R..... (each)	R..... (each)

27	200 each	Ladies Soft Shell Jacket – Operational A single baffle behind CF zip offers additional wind protection The softshell has 2 way stretch for extreme comfort and freedom of movement Two handwarmer pockets Also features an adjustable hem, which helps prevent cold air from getting under the jacket Softshell finish: Bonded softshell, two-ply with DWR Weight: 530g All zips are made by YKK Softshell fabrication: 95% Polyester, 5% Spandex laminated fabric DWR coating provides the fabric with a Durable Water Repellency FPS logo (as specified on ordering) on left breast Reflective dayglo orange checkerboard tape sewn around biceps and 50mm in height South African national flag on left sleeve near shoulder. Colour: Navy / Oxford Blue Sizes: S – 4XL	R..... (each)	R..... (each)	R..... (each)
28	300 each	Ladies Soft Shell Jacket – Support A single baffle behind CF zip offers additional wind protection The softshell has 2 way stretch for extreme comfort and freedom of movement Two handwarmer pockets Also features an adjustable hem, which helps prevent cold air from getting under the jacket Softshell finish: Bonded softshell, two-ply with DWR Weight: 530g All zips are made by YKK Softshell fabrication: 95% Polyester, 5% Spandex laminated fabric DWR coating provides the fabric with a Durable Water Repellency FPS logo (as specified on ordering) on left breast Reflective dayglo orange checkerboard tape sewn around biceps and 50mm in height South African national flag on left sleeve near shoulder. Colour: Navy / Oxford Blue Sizes: S – 4XL	R..... (each)	R..... (each)	R..... (each)
29	1500 each	Combat trousers: Male Material: 35/65% PolyCotton. – 2/1 TWIL SABS Standard inspected cloth and the Certificate of cloth to be supplied with the bid. SABS – 1387/2 TYPE PC 74 50/50 PC, 235 GRAMS PER SQUARE METER. INSPECTED CLOTH AND THE CERTIFICATE OF CLOTH TO BE SUPPLIED WITH RECEIPT OF FIRST CONSIGNMENT 235 grams/square meter.	R..... (each)	R..... (each)	R..... (each)

		Style: Single seat double knees. Draw cord in trouser leg bottoms. The waistband shall be constructed using the "closed method" and shall measure 70mm wide when finished. The waistband must be top stitched 1.6mm below the waistband seam for added strength. All waistband measurements should have 75mm allowance for alterations. Brass closed end YKK zip fly The fly shall be lined with the same fabric as the waistband curtain and pocketing. 5 x 70mm long x 25 mm wide Stitched down belt loops. Two standard waist pockets. The pockets must be square, and the flaps of the pocket must be in line with the ends of the pocket. Cargo pockets to be positioned centred on side seam above the knee below the thigh on both legs. – with flaps to concealed buttons. One back pocket with concealed button. One front pleated bandage pocket with Velcro. All pockets must be bar tacked with a triangular bar tacking machine. Stitched in permanent trouser leg creases back and front. Pocket and waist band in same material as trousers. Reflective dayglo orange checkerboard tape to be sewn onto both legs above knees. (Designer reflective) Seam type: Independent Safety with over locking - bite to be 1 cm Topstitching to be Foot stitch at pocket flaps, side seam, front side pockets Twin needle topstitching at pocket and back and front rises Thread - ticket no 80 There must be a minimum of 12 stitches per inch (5 stitches per 10 mm) All waistband measurements should have 75mm allowance for alterations. All stress points of the garment must be bar tacked Finishing and Pressing – All loose threads shall be removed. Slacks must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. Double melamine buttons at top of waist, the buttons must be the same colour as the garment. Colour: Oxford blue (Pantone 282/ hex code #002147) Sizes: 28 to 58			
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30	600 each	Combat trousers: Female Specifications of manufacture colour and sizes of the garments are the same as the male trousers. The cut must however be different. IT MUST BE CUT ON A LADIES PATTERN. This will also result in the lady's fly being on the opposite side to the men's garment, thus it must open to the left-hand side. The crotch must be a shorter than the male cut. Stitched down belt loops, 5 loops measuring 50mm long x 20 mm wide plus an additional 7x50mm long x 20mm wide Stitched down loops (to accommodate two different sized belts – 55mm and 35mm belt options) The labels in the female garments must be pink to clearly identify it as female garments. Colour: Oxford blue (Pantone 282/ hex code #002147) Sizes: 26 – 52	R..... (each)	R..... (each)	R..... (each)
31	1500 each	Combat shirt: male Material: Field dress. 65% Polyester and 35% Cotton. SABS – 1387/2 TYPE PC74, 235 grams per square meter. SABS inspected cloth and the Certificate of cloth to be supplied with the bid. Colour: Navy (Oxford) Blue Style: Short sleeve with dummy turn up cuffs. Cuff: Cuff width 30mm and must be top stitched for extra strength – 5 mm from the top edge of dummy cuff. Reflective dayglo orange checkerboard tape sewn around biceps and 50mm in height. It must start from the top edge of the dummy cuff. (designer reflective) Pockets: Two pleated patch breast pockets with Velcro closing pocket flaps including dummy button. The pockets must be square, and the flaps of the pocket must be in line with the ends of the pocket. The velcro must also not be visible. The chest pocket must be in the center of the front panels. The pleat width on the pocket must be 25mm. The pleats must be in run through the middle of the pockets (in the middle underneath the pocket must include a Bar tacked hidden pencil opening on the left and right pockets. Collar: Open glad neck collar. The collar must be reinforced with Vilene for strength and to ensure that it does not pucker. Buttons: The shirt must be closed by means of buttons. The first button must start immediately below the open neck collar. There must be a minimum of 5 front buttons; buttons must not be	R..... (each)	R..... (each)	R..... (each)

		more than 100mm apart. A four-hole button must be used. Epaulettes must be fastening with a four-hole button. Minimum number of buttons including two spares must be 11 The buttons (15mm) must be the same shade of Navy (oxford) blue as the garment and must be made of melamine Centre front buttons and to overlap 35 mm Pencil tuck (crease): A pencil tuck must run from the front of the top of the yoke to the seam and must be at least 1 mm wide, but not more than 1.5mm. It must be in the centre of each side of the front panels. This must also apply to the back of the garment. Square hemmed shirt tails. Seam type: Independent Safety with over locking - bite to be 10 mm. There must be a yoke at the back 50 mm from the bottom of the collar. Top stitching is Plain stitch which is stitched a foot stitch from edge on the pocket flaps, collar, epaulettes, and hem. Thread - ticket no 80. The sizes of the shoulder flap are 40mm wide and 145mm long. Embroidered FPS emblem/Logo on left breast 30 mm above pocket – Emblem design will be provided. South African national flag on left sleeve near shoulder All stress points of the garment must be bar tacked. Care/washing instructions to accompany item. Locally manufactured to be indicated on item. Material compilation label to be attached on item Sizes: S – 4XL			
32	600 each	Combat Shirt: Female The specifications of manufacture colour and sizes of the garments are the same as the male shirts. The cut must however be different. IT MUST BE CUT ON A LADY'S PATTERN AS PER THE FEMALES LIVING IN THE DEMOGRAPHIC AREA OF THE WESTERN CAPE. The length of female shirt must be equivalent to male shirt and must be able to be tucked into pants. The top section of the garment must provide more space at the chest area. The area from the middle of the chest to the bottom of the garment must be flared to the outside with slits on both sides.90 mm. The slit should have top stitching. This is to make provision for more space at the hips and to provide a feminine look to the garment. Buttons should be attached to the opposite side of the men shirt. Buttons: The space between the buttons must not be more than 70 mm apart. The buttons (15mm) must be the same shade of Navy	R..... (each)	R..... (each)	R..... (each)

		(oxford) blue as the garment and must be made of melamine, thus, there will be at least two extra button per shirt. The labels in the female garments must be pink to clearly identify it as female garments. Sizes: Small to XL			
33	40 pair	Boot, safety (Similar or equal to Bova Columbia 30005) UPPER: • Cut from 2.0mm - 2.2mm Full Grain Printed Water Buffalo Sides • Increased girth area as per podiatry specifications • Padded bellows tongue is from a closed cell foam and makes use of PU coagulated lining • The padded collar is from closed cell foam • 5 pair Ghillie loops and 2 pair non-metallic hooks • Braided lace from polyester yarn and central core for additional strength LINING: • The quarter lining is from a 4-D mesh material • The vamp lining is forming a hi-tech needle-fibre blend with excellent perspiration absorbency and treated with Ultra-Fresh to impart hygienic and anti-bacterial properties to the material IN-SOCK & TOP SOCK: • The in-sock is from an anti-static non-woven material that is bonded to a layer of EVA and contains Poron inserts at the heel and ball of the foot for enhanced comfort and support • The Energiser Poron / EVA top sock is from a combination of polyester and wool, with excellent perspiration absorbency, and bonded to a layer of EVA The Poron inserts at the ball and heel of the top sock offer optimum support where it is needed most, ensuring dynamic impact compression and a gentle rebound with every step • The top sock responds to weight and temperature, molding itself to the foot, resulting in fewer aches and pains • The top sock has been treated with Ultra-Fresh to impart hygienic and anti-bacterial properties to the material. SOLE: • The sole is from double density PU/PU • The midsole is from a low-density flexible Polyurethane with a shore hardness of 0.45mm - 0.5mm • The outer sole is from Polyurethane with a shore hardness of 0.64mm - 0.65mm • The shoe is engineered with an EVA insert at the heel for shock absorption • A shank reinforcement is molded into the midsole for additional arch support	R..... (pair)	R..... (pair)	R..... (pair)

		• The shoe can withstand temperatures up to 95°C • The shoe is anti-static TOE CAP: • Composite toe cap - extra-wide fitting • Can withstand an impact load of 200 joules The boot has been tested to comply with SANS/ISO 20345 specification and carries the SANS/ISO 20345 certified mark. ISO 9001:2000 accredited factory. Colour: Black Sizes: 3 -14 (medium and wide fit) 			
34	500	Boot, hiking type: Hi Tec Colour: Black Must be 100% waterproof (seam-sealed) genuine leather upper and a soft padded leather collar with a full gusseted tongue. The boot shall consist of paired D rings and the topmost two pairs should be hooks and not D-rings to ensure a versatile, quick release lacing system and secure fit. The shoe must have breathable mesh lining and must have a removable inner sole with slow recovery foam that delivers superior cushioning and has anti-odour and microbial properties. The mid-sole shall consist of a Cold moulded EVA material laminated to a slip resistant, sticky rubber outsole. A steel shank for added rigidity and an air cushioned heel for absorption and stability. Similar or equal to Hi-Tech altitude VI boot. Sizes: 3 -14 (medium and wide fit)	R..... (pair)	R..... (pair)	R..... (pair)
35	20 pair	Boot, hiking type: Hi Tec Colour: Brown (Specialised) Must be 100% waterproof (seam-sealed) genuine leather upper and a soft padded leather collar with a full gusseted tongue. The boot shall consist of paired D rings and the topmost two pairs should be hooks and not D-rings to ensure a versatile, quick release lacing system and secure fit. The shoe must have breathable mesh lining and must have a removable inner sole with slow recovery foam that delivers superior cushioning and has anti-odour and microbial properties. The mid-sole shall consist of a Cold moulded EVA material laminated to a slip resistant, sticky rubber	R..... (pair)	R..... (pair)	R..... (pair)

		outsole. A steel shank for added rigidity and an air cushioned heel for absorption and stability. Similar or equal to Hi-Tech altitude VI boot. Sizes: 3 – 14 (medium and wide fit) 			
36	120 pair	Boot, Safety boot: (Similar or equal to Bova Columbia 30005) Colour: Black Safety boot with steel toe cap, stroeble insole, stuck on construction with bucket rubber outer sole. High leg height of 180mm, leather smooth full chrome tanned for vamps and quarters of thickness 1.8 – 2.1mm Sizes: 3 -14 (medium and wide fit)	R..... (pair)	R..... (pair)	R..... (pair)
37	100 each	Jacket, bunny jacket (xs – 3xl) and Jacket, bunny jacket (4xl – 5xl) Colour: Oxford blue Material: Outer material of a 65% polyester/ 35% viscose combination fabric. Outer Jacket: Single breasted jacket with a storm flap concealing the front zipper closure, the storm flap to close with press studs. Inner jacket: detachable inner lining form knitted polar fleece. Warm inner jacket to attach jacket with a zipper fastener.	Size XS-3XL R..... (each) Size 4xl-5xl R..... (each)	R..... (each) R..... (each)	R..... (each) R..... (each)
38	200 each	Golfer – female, short sleeve (navy) Short sleeve shirt made from a polyester and cotton blended fabric. Shirt must have a three-button placket opening in front and a ribbed knitted collar. Shaped panel lines and shaped side seams with the back hem longer than the front hem. Bottom hem to be slightly shaped with side seam slits. Rib, knitted cuffs on the sleeves. Rubberised (glued and stitched around edge) FPS badge on the front upper left chest. Colour: Navy (pantone 282c /#000047) Sizes: 28-52 or XS – 3XL 54-62 or 4XL - 5XL	Size XS-3XL R..... (each) Size 4xl-5xl R..... (each)	R..... (each) R..... (each)	R..... (each) R..... (each)
39	200 each	Golfer – male, short sleeve (navy) Short sleeve shirt made from polyester and cotton blended fabric. Shirt must have a three-button placket opening in front. Ribbed knitted collar. Straight bottom hem with side seam slits. Rib, knitted cuffs on the sleeves. Rubberised	Size xS-3XL R..... (each)	R..... (each)	R..... (each)

		(glued and stitched around edge) FPS badge on the front upper left chest. Colour: Navy (pantone 282c / #000047) Sizes: 28-52 or XS – 3XL 54-62 or 4XL - 5XL	Size 4xl-5xl R..... (each)	R..... (each)	R..... (each)
40	50	Coat, Doctor, Short Sleeve, Hip Length SPECIFICATION: Standard running stitch, double stitching for the pockets, zigzag stitching for the pockets reinforcement and topstitching for collars. A convertible collar coat with four button front closure and 7cm facing both for the front and the back. Pockets: one breast pocket and two patch pockets. Hem: 1cm double hem and 2cm double hem for the body. Buttons- 2cm very loose two patch pockets-17,5cm x 18cm long and one breast pocket on the left- 16cm. (White Color) All Sizes FPS badge embroidered on the left breast Sizes: S – 3XL 	R..... (each)	R..... (each)	R..... (each)
41	50	Coat, Doctor, Short Sleeve, Knee Length SPECIFICATION: Standard running stitch, double stitching for the pockets, zigzag stitching for the pockets reinforcement and topstitching for collars. A convertible collar coat with four button front closure and 7cm facing both for the front and the back. Pockets: one breast pocket and two patch pockets. Hem: 1cm double hem and 2cm double hem for the body. Buttons- 2cm very loose two patch pockets-17,5cm x 18cm long and one breast pocket on the left- 16cm. (White Color) All Sizes FPS badge embroidered on the left breast Sizes: S – 3XL	R..... (each)	R..... (each)	R..... (each)
42	300 pair	Gloves, safety Durable protective gloves suitable for general safety: must be abrasion, cut / puncture and thermal protective. Gloves must consist of 5 fingers and manufactured in pairs that are contoured separately for the left and right hand. Standard elastic or Velcro wrist strap. Cut-resistant palm to protect wearer from cut and slash hazards. In line with ANSI/ISEA 105 standard and EN 388 cut standard (A5 medium/high cut hazard – Kevlar type material). Colour: Any dark colour acceptable Size: XS – XXL	R..... (pair)	R..... (pair)	R..... (pair)

43	60 pair	Sock, thermal protective, rescue Colour: Dark colours A specialised, mid-calf length thermal sock with a re-enforced toe and heel section. The sock must have a double layer shank and a thick cushioned Tery foot bed.	R..... (pair)	R..... (pair)	R..... (pair)
44	150 each	Beanie, soft shell Breathable softshell fabric and flat seam stitching for improved comfort. Windproof, lightweight and quick drying. Ponytail opening and subtle reflective accents, every detail has been considered. Fabric: 85% Polyester, 15% Elastane Weight: 32g Size: One size fits all FPS Logo embroidered in front South African national flag on back 	R..... (each)	R..... (each)	R..... (each)
45	150 each	Operations Backpacks Durable 500 Denier Cordura Padded laptop sleeve with zipper closure Main compartment with document sleeve and mesh jacket Quick access gadget pocket Top front compartment with organizer panel Bottom front compartment with mesh pockets for other utilities/peripherals Heavy weight webbing for other modular attachments Padded backing with mesh re-enforcement for airflow Detachable padded waist belt Sternum strap	R..... (each)	R..... (each)	R..... (each)

		Side compression straps Grommets on all compartments Volume- 2928 CU IN Supplier must guarantee workmanship on backpacks. Forensic Pathology Service Emblem/Logo to be embroidered on backpack. Sample of Logo will be provided.			
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Uniform size chart

Women's wear							
	XS (28)	S (30/32)	M (34/36)	L (38/40)	XL (42/44)	2XL (46/48)	3XL (50/52)
Bust (cm)	67-72	77-82	87-92	97-102	107-112	117-122	127-132
Waist (cm)	55-60	60-65	70-75	80-85	90-95	100-105	110-115
Hips (cm)	84-86	89-94	99-104	109-114	119-124	129-134	139-144
Men's Wear							
	XS (28)	S (30/32)	M (34/36)	L (38/40)	XL (42/44)	2XL (46/48)	3XL (50/52)
Chest (cm)	72-77	82-87	92-97	102-107	112-117	122-127	132-137
Waist (cm)	71-74	77-82	87-92	97-102	107-112	117-122	127-132
Hips (cm)	72-80	82- 90	92-100	102-112	112-122	122-132	132-140

IMPORTANT: THE QUESTIONNAIRE BELOW MUST BE COMPLETED IN FULL BY REPLYING TO EACH AND EVERY QUESTION.

- A. Brand name and model. _____
- B. Country of manufacture. _____
- C. Are you the manufacturer? Please circle your option. YES/NO
- D. Does the offer comply with specifications? Please circle your option. YES/NO
- E. If not to specification, please indicate deviation(s). If the space provided is insufficient, please provide full details on a separate sheet against each question. _____
- F. Period required for delivery. _____
- G. Is/are the price(s) firm for the duration of the contract? Please circle your option. YES/NO
- H. If a non-firm price(s) is/are offered, please complete attached WCBD3.1/2. _____
- I. Is the delivery period firm? Please circle your option. YES/NO
- J. Indicate guarantee period. _____

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

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 All washable garments must be accompanied by a detailed washing and ironing instructions (in English) per garments supplied.
- 1.2 All bidders must also supply a pricing sheet for alterations to be performed on the garments. Example: for shortening trousers and taking in the sides of trouser etc.
- 1.3 Alterations must be completed within 10 working days from date of receipt of the garment
- 1.4 The successful bidder must have an infrastructure in place in the Western Cape Metropole in order to perform the alterations on the garments if needed. **Proof** of this service must be submitted with the bid (the location where the alterations are to be performed **must** be supplied with the bid/ offer document).
- 1.5 Fabric must be piece-dyed and pre-shrunk before start of manufacturing of the garment.
- 1.6 All material for the contract period must be from a single mill specified to ensure colour continuity.
- 1.7 All manufacturing defects including checker boards that become loose or undone, will be to the account of the supplier in order to have it rectified.
- 1.5 The zip colour must match the garment colour.
- 1.9 All pockets must be stitched, turned, and re-stitched for strength.
- 1.10 All stitches must be of the proper tension and size so as to avoid puckering after the garments have been laundered and to give best durable press performance.
- 1.11 The successful bidder must measure, fit and issue each FPS staff official each year of the tender with the predetermined quantity of uniform as provided in writing by FPS.
- 1.12 The uniforms must be individually packed per staff member or issued directly to each district as determined by FPS in writing. The successful bidder must provide the FPS Supply Chain Management (SCM) office with a summary of the delivery that took place to verify with the recipients.
- 1.13 The successful bidder must be able to deliver in each of the 6 districts including the 5 rural districts – Central Karoo, Garden Route, Cape Winelands, Overberg, West Coast Districts and in the Cape Metropolitan District to issue the uniforms to the staff in those districts. No partial deliveries will be accepted.
- 1.14 The successful bidder must also ensure that staff that wear different sizes are individually measured each year of the contract and personally issued with uniforms.
- 1.15 All deliveries must be in full, and no partial deliveries will be accepted. The supplier delivery note must indicate the Date issued, Staff Name, Staff Persal number, District, Station, Type of uniform, Size, Quantity and Signature of recipient. These signed supporting documents must accompany the invoice for payment.
- 1.16 **Delivery point:** Ms. Juanita Levendal, Forensic Pathology Services Head Office, U2 Building, Francie van Zijl Drive, Premises of Tygerberg Hospital, Tygerberg
- 1.17 **Delivery of garments must be complete within 90 days from date that the order was placed.** Order will only be viewed as finalised when the last delivery of the order is received.
- 1.18 The orders for those that are built disproportionally will be dealt with on separate orders in order this process to manageable.
- 1.19 Bidders must indicate the pricing for standard sizes from XS to 3XL and additional surcharge of no more than 10% for alterations and made to measure must not exceed 50% of the standard size price.

- 1.20 All MTM uniforms will be collected personally by the individual at the supplier facility to ensure that the user is satisfied with the end results.
- 1.21 The successful bidder must provide the users with proof of receipt when garments are returned that are faulty or for alterations that needs to be done.
- 1.22 Any exchanges of uniforms will be dealt with through the FPS Head Office Tygerberg, SCM office to ensure effective monitoring on the reasons for exchanges.
- 1.23 FPS will gladly ensure that those staff members who have lost substantial amount of weight will be supplied and fitted with new uniform at the cost of the institution.
- 1.24 Individuals who gains weight, uniforms do not fit or there are drastic size changes within the issue year will be charged for any exchanges and alterations.
- 1.25 Any item of the uniform that tears or boots that breaks will be assessed for negligence before that item is replaced.
- 1.26 The successful bidder must ensure that they are able to supply new staff members with full kit on request from the user.

2. CAPABILITY REPORT

- 2.1 Bidders must submit a sworn affidavit that they have the capability and capability to supply, deliver and perform in terms of all aspects of this bid.

3. SUBMISSION OF SAMPLES

- 3.1 All samples must be marked with the bid number, item number and size as well as the bidder's name and address.
- 3.2 Bidders must submit one unit of each offer for physical evaluation.
- 3.3 Bids where samples are not submitted will not be considered for award.
- 3.4 **The sample garment to be submitted can be in any other colour.
Sample for female sizes = XL 42 (107) and for men XL 42 (107).**
- 3.5 **Sample must be according to the specification provided – if sample deviates in terms of colour as per 3.4 above, then pre-production sample must be provided prior to manufacturing.**
- 3.6 **Must ensure that the material combination consists of polyester and cotton 50/50. Combination of material must be labelled/ printed on the garment.**
- 3.7 **The successful bidder must provide samples ranges to SCM Unit from size Small to 3XL for the duration of the contract.**
- 3.8 Samples must be submitted to the address indicated below, prior to closing date and time of the bid:

Ms. Juanita Levendal
Forensic Pathology Services Head Office
U2 Building
Francie van Zijl Drive
Premises of Tygerberg Hospital
Tygerberg
- 3.9 **Samples sent on the basis of “FREIGHT TO PAY” will not be accepted.** It is the responsibility of the bidder to ensure that samples have been received at the address provided.
- 3.10 All samples for awarded items will be retained for the period of the contract.
- 3.11 All samples must be a true representation of the product which will supplied.
- 3.12 Unsuccessful bidders will receive a formal letter to inform them when to collect samples. Samples not collected within thirty (30) days after being informed will be disposed of at the discretion of the Department.

4. QUANTITIES

- 4.1 The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be procured during the contract period. The Department will not accept any terms or conditions of a bidder to be held accountable to purchase excess stock or material from the awarded supplier at the end of the contract.

5. DISPATCH INSTRUCTIONS AND DOCUMENTATION.

- 5.1 The supplier must inform FPS via e-mail or fax seven (07) working days in advance, the mode of transport and probable date of delivery of consignment

DEFINITION OF PRICING STRUCTURES

For the purpose of this bid the following explanations are provided:

1. Firm prices

- 1.1 Firm prices means **prices which are only subject to adjustments in accordance with the actual increase or decrease** resulting from the changes, imposition or abolition of customs or excise duty and any other duty, levy, or tax which is binding upon the **contractor** in terms of a law or regulation and has a demonstrable influence on the prices of any supplies, for the execution of the contract.

The following two pricing structures will also be considered as firm prices – **please note that a combination of these two pricing structures will not be allowed:**

- 1.2 Firm prices linked to fixed period adjustments, i.e three tier prices (firm 1st, 2nd and 3rd year prices), only subject to the variables indicated in the above paragraph.
- 1.2.1 Firm prices subject to rate of exchange variations. (It is compulsory that the table below be completed for prices subject to rate of exchange variations).

Note: All claims for rate of exchange must be made **within 60 days of delivery** in order for service providers to qualify for price adjustments.

Any advantage due to a more profitable exchange rate must be passed on to the Western Cape Government.

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
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				ZAR=		
				ZAR=		
				ZAR=		

2. Non-firm prices

Non-firm prices are prices **linked to proven adjustments**.

- 2.1 It is compulsory that the variable factors and their weights be indicated where prices are linked to proven adjustments.

The table below serves only as a guide and service providers must include all other information deemed necessary.

ITEM NO	PRICE	OVERHEADS AND PROFIT	VARIABLE FACTOR (Provide factor e.g manufacturer increase)	WEIGHT OF VARIABLE FACTOR/S

- 2.2 In cases where prices are subject to the escalation formula, the following table must be completed.

In this category price escalations will only be considered in terms of the following:

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + \dots Dn \frac{Rnt}{Rno} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) P = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2 = Each factor of the bid price eg labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 etc. must add up to 100%.
 R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices was/were used to calculate the bid price:

- 3.1 Indexdated Indexdated Indexdated
 Indexdated Indexdated Indexdated

- 3.2 Please furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

PLEASE NOTE: Proven cost adjustments and formula-based adjustments cannot both be considered at the same time.

PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management, Practice note 7 of 2009/10 - SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.

2. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).

- 3 **Definitions**

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

"business interest" means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

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

"Corruption"- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept any gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal, dishonest, unauthorised, incomplete, or biased; or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation;
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything, of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any –

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

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“Family member” means a person's –

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
 - (b) partner in a customary union according to indigenous law; or
 - (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.
4. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
- a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
- (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

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5. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution
6. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
7. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
8. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
9. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
10. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

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TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

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TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not)

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SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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C2. TABLE C

Complete the below table to the maximum of the last 5 contracts

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or person prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
<i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>					
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES

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SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate.
- ii. that I understand the content of the document.
- iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.
- iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

.....

DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
- 2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE WESTERN CAPE GOVERNMENT'S INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE TO THE BID, PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"Acceptable bid"** means any bid which complies in all respects with the specifications and conditions of bid as set out in the bid document.
- 1.2 **"Affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, which serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"All applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a codes of good practice of black economic empowerment, issued in terms of section 9(1) of The Broad-Based Black Economic Empowerment Act;
- 1.6 **"Bid"** means a written offer on the official bid documents or invitation of price quotations, and "tender" is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"Consortium" or "joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"Contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an exempted micro enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means a price that is only subject to adjustments in accordance with an actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy, or tax, which is binding on the contractor in terms of the law or regulation and demonstrably has an influence on the price of any supplies or the rendering costs of any service for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"Non-firm prices"** means all prices other than "firm" prices
- 1.14 **"Person"** includes a juristic person;
- 1.15 **"Price"** means an amount of money bid for goods and services and includes all applicable taxes less all unconditional discounts;

- 1.16 **“Proof of B-BBEE status level contributor”** means –
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirements prescribed in terms of the Broad-based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million.
- 1.18 **“Rand value”** means the total estimated value of a contract in South African currency calculated at the time of the tender invitation and includes all applicable taxes;
- 1.19 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 1.20 **“Tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide services through price quotations, competitive bidding processes or any other method envisaged in legislation.
- 1.21 **“Tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation to originate income-generating contracts through any method envisaged in legislation, that will result in a legal agreement between the organ of state and a third party, which produces revenue for the organ of state, and includes but is not limited to leasing and disposal of assets and concessions contracts, but excludes direct sales and disposal of assets through public auctions;
- 1.22 **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“The Regulations”** means the Preferential Procurement Regulations, 2017.
- 1.24 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the **80/20** system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and
 - the **90/10** system for requirements with a Rand value above **R50 000 000** (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to **exceed/not exceed R50 000 000** (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
or
 - (b) Either the **80/20** or **90/10** preference point system will be applicable to this bid.
(Delete whichever option is not applicable to this bid)
- 2.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

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

	POINTS	
	80	90
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

2.5 Failure on the part of a bidder to complete and sign this form and submit, in the circumstances prescribed in the Codes of Good Practice, either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS), or an affidavit confirming annual total revenue and level of black ownership, along with the bid, or an affidavit issued by the Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Regulation 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.

3.2 A bidder must submit proof of its B-BBEE status level to claim points for B-BBEE.

3.3 A bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

- (a) points out of **80/90** for **price**; and
- (b) 0 points out of **20/10** for **B-BBEE**

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 Per Regulation 2 (1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act, which justifies the award to another bidder provided that it has been stipulated upfront in the bid conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

4. FORMULAE FOR PROCUREMENT OF GOODS & SERVICES

4.1 POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{80/20} \qquad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{90/10}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS & INCOME-GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\max}$ = Price of highest acceptable bid

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the following table:

B-BBEE Status Level of Contributor	No of points (90/10 system)	No of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid originally certified affidavit confirming annual turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission.
- 6.3 A **QSE that is less than 51% (50% or less) black-owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51% black-owned** must submit a valid, originally certified copy of an affidavit confirming turnover and level of black ownership, or an affidavit issued by Companies Intellectual Property Commission, as well as declare its empowering status.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A **trust, consortium or joint venture** will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A **trust, consortium or joint venture (including unincorporated consortia and joint ventures)** must submit a consolidated B-BBEE status level verification certificate for every separate bid.
- 6.8 **Tertiary institutions and public entities** will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL CLAIMED IN TERMS OF PARAGRAPH 5

8.1 B-BBEE Status Level: = *(maximum of 20 points in terms of 80/20)*

8.2 B-BBEE Status Level: = *(maximum of 10 points in terms of 90/10)*

(Points claimed in paragraphs 8.1 & 8.2 must correspond with the table in paragraph 5.1 and must be substantiated by a B-BBEE certificate issued by a verification agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the bid).

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? *(delete which is not applicable)* **YES/NO**

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? *(delete which is not applicable)* **YES/NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder must state in its response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

- 10.4 Type of company/firm (Select applicable option)
- | | |
|--------------------------|--------------------------------------|
| ☐ | Partnership/Joint venture consortium |
| ☐ | One-person business/sole propriety |
| ☐ | Close corporation |
| ☐ | Public company |
| ☐ | Personal liability company |
| ☐ | (Pty) Ltd |
| ☐ | Non-profit company |
| ☐ | State-owned company |

10.5 I/we, the undersigned, who am/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 8 above, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE verification professional to secure a particular B-BBEE status or any benefit associated with compliance with the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) if a B-BBEE verification professional, any procurement officer or any official from another organ of state or public entity becomes aware of the attempted or actual commission of any offence referred to in paragraph 10.5 (b), this will be reported to an appropriate law enforcement agency for investigation,
- (d) any person convicted of an offence by a court in the case of contravention of paragraph 10.5 (b) is liable to a fine or imprisonment for a period not exceeding 10 years, or to both a fine and such imprisonment, or, if the convicted person is not a natural person, to a fine not exceeding 10% of its annual turnover.
- (e) the purchaser may investigate the matter if it becomes aware that a bidder may have obtained its B-BBEE status level fraudulently. If the investigation warrants the imposition of a restriction, this will be referred to the National Treasury for investigation, processing and restriction of the bidder on the National Treasury's List of Restricted Suppliers. After the *audi alteram partem* (hear the other side) rule has been applied, the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted fraudulently, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years,
- (f) in addition to any other remedy it may have, the organ of state may -
- (i) disqualify the bidder from the bid process,
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that bidder's conduct,
 - (iii) cancel the contract, and, having had to make less favourable arrangements due to such cancellation, claim any damages it has suffered from the contractor, and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

WITNESSES:

1.

2.

SWORN AFFIDAVIT – B-BBEE/QUALIFYING SMALL ENTERPRISE

1. I, the undersigned

Full name and surname	
Identity number	

2. Hereby declare under oath as follows:

- (i) The contents of this statement are to the best of my knowledge a true reflection of the facts.
- (ii) I am a member/director/owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise name		
Trading name		
Registration number		
Enterprise address		

3. I hereby declare under oath that:

- The enterprise is _____ % Black owned;
- The enterprise is _____ % Black woman owned;
- Based on management accounts and other information available for the _____ financial year, the income did not exceed R50 000, 000.00 (fifty million Rands)
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) r (e) as amended (select one) _____ of **the dti** Codes of Good Practice.
- Please confirm in the table below the B-BBEE contributor **by ticking the applicable box**.

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% Black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; For the service industry, include labour costs capped at 15%.	(b) At least 50% of jobs created are for Black people, provided that the number of Black employees in the B-BBEE measurement verified immediately before is maintained.	
(c) At least 25% transformation of raw material/beneficiation, which includes local manufacturing, production and/or assembly, and/or packaging.	(d) At least 12 days per annum of productivity deployed in assisting QSE end EME beneficiaries to increase their operational or financial capacity.	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

- 4. I know and understand the content of this affidavit, I have no objection to taking the prescribed oath, I consider the oath binding on my conscience and not 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 of signature by the commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oaths signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

these general conditions, the special conditions shall apply.

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided

in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling

during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been

endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

		(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and

if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.