



international relations & cooperation

Department:
International Relations and Cooperation
REPUBLIC OF SOUTH AFRICA

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

Reference : **DIRCO 04/2017/18**
Enquiries : Ms JFW Grimsell; Mr S Molekoa; Ms I Kubayi
Telephone : 012 351 1359/0362/1928
Fax : 012 329 1267

Sir/Madam

1. Bid No: **DIRCO 04/2017/18**
2. **Invitation to bid for the design, manufacture and supply of uniforms and protective clothing for officials employed by the Department of International Relations and Cooperation**
3. Required at Department of International Relations and Cooperation.
4. **Closing date: 8th September 2017 at 11 O'clock**
5. A Non-compulsory briefing Session will be held on: 24th August 2017 at 10 O'clock, **Multipurpose OR Tambo Building Soutpansberg road, Rietondale 0084.**
6. The attached documents consist of this cover page and the following pages. Terms of Reference, SBD1, SBD3.1, SBD 3.2, SBD4, SBD6.1, SBD6.2, SBD8, SBD9, and General Conditions of Contract.
7. All documents accompanying this bid invitation must be completed in detail where applicable and returned with your bid.
8. Please make sure that your bid reaches this office before the closing date.
9. When submitting your bid, the following information **must** appear on the sealed envelope:
 - Name and address of bidder
 - DIRCO Number
 - Closing date

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

OR

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

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

Yours faithfully

DIRECTOR-GENERAL

DATE: 17/08/2017

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

DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

**DIRCO 04/2017/18 INVITATION TO BID FOR THE DESIGN,
MANUFACTURE AND SUPPLY OF UNIFORMS AND
PROTECTIVE CLOTHING FOR OFFICIALS EMPLOYED BY
THE DEPARTMENT OF INTERNATIONAL RELATIONS AND
COOPERATION**



TERMS OF REFERENCE

1. PURPOSE

To appoint a bidder (hereinafter includes the plural "bidders") to conclude a service level ("SLA") for the design, manufacture and supply of uniform and protective clothing to eligible officials employed by the Department of International Relations and Cooperation ("DIRCO") for a period of 3 (three) years.

2. BACKGROUND

In terms of paragraphs 1 and 2 of section XVII of the Public Service Co-ordinating Bargaining Council's ("PSCBC") Resolution No. 3 of 1999, DIRCO is required to provide uniforms and protective clothing to eligible officials if an employee's work requires that she/he wear a uniform and/or provide and launder protective clothing for an employee where necessary.

3. SPECIFICATIONS

All clothing must comply with the applicable conditions contained in the South African Bureau of Standards for clothing and protective wear.

SECURITY (IMD) LADIES			
ITEM	FABRIC DESCRIPTION	QTY PER APPROVED ESTABLISHMENT	QUANTITY PER PERSON
Dust Coats	Cotton (M,XL,XXL)	9	1
Shoes	Genuine Leather / Black / Formal / Orthopaedic/ Lace up or Slip on shoes Size range: 3- 13 company bring sample for selection	9	1
Winter Jacket	80% cotton % 20% Polyester with no flips Size: Long-jacket Colour: Black	9	2
Safety Goggles	100% UV Protection	9	1
Durable Genuine Leather Shoes	Genuine leather	9	1
Pairs of socks	100% polyester	9	4
Pull Over (V Neck Style)	100% cotton	9	2
Belts	Black, genuine leather	9	1
Trouser	Trousers, classic fit with pleats, 100% cotton	9	2
Shirts (Short Sleeve)	100% polyester	9	2
SECURITY (IMD) MALES			
ITEM	FABRIC DESCRIPTION	QTY PER APPROVED ESTABLISHMENT	QUANTITY PER PERSON
Dust Coats	Cotton (M,XL,XXL)	11	1
Shoes	Genuine Leather / Black / Formal / Orthopaedic/ Lace up or Slip-on-shoes Size range: 3- 13 company bring sample for selection	11	1
Durable Genuine Leather Shoes	Genuine leather	11	1

Winter Jacket	80% cotton % 20% Polyester with no flips Size:Long-jacket Colour: Black	11	2
Dust Masks	Filtering Face Piece (FFP3) Dust Mask	11	2
Latex Gloves	Leather	11	2
Safety Goggles	100% UV Protection	11	1
Shirts (Short Sleeve)	100% polyester	11	2
Winter Jacket	Cotton/Polyester mix, fully lined zip or buttons, wind breaker Full length of front	11	1
Pull Over (V Neck Style)	100% cotton	11	2
Belts	Black, genuine leather	11	2
Trouser	Trousers, classic fit with pleats, 100% cotton	11	2
Pairs of socks	100% polyester	11	4
SECURITY (DB) Males and Females			
ITEM	FABRIC DESCRIPTION	QTY APPROVED ESTABLISHMENT	PER PERSON QUANTITY PER PERSON
Dust Coats	Cotton (M,XL,XXL)	20	2
Chinos	100% cotton	20	2
Golf Shirts	100% Acrylic (S,M,XL,XXL)	20	2
Durable Genuine Leather Shoes	Genuine leather	20	2
Pairs of socks	100% polyester	20	2
Shirts (Short Sleeve)	100% polyester	20	2
Winter Jacket	Cotton/Polyester mix, fully lined zip or buttons, wind breaker Full length of front	20	1
Pull Over (V Neck Style)	100% cotton	20	2
Belts	Black, genuine leather	20	2
Trouser	Trousers, classic fit with pleats, 100% cotton	20	2
SECURITY (MIS)			
ITEM	FABRIC DESCRIPTION	QTY APPROVED ESTABLISHMENT	PER PERSON QUANTITY PER PERSON
Suits (Jacket, Trousers)	Jacket SANS Type 33 ants SANS 985 Type 39 100% Polyester, Black (167c-2006 of CKS1219), Double breasted, Lined Collar (Part 7 SANS 1387:2003), Rounded jacket without sledges	12	2
Trousers (to match suit)	Trousers, classic fit with pleats, 100% cotton	12	2
Winter Jacket	Cotton/Polyester mix, fully lined zip or buttons, wind breaker Full length of front	12	1

Long sleeve collar shirts,	100% polyester	12	2
Long sleeve collar shirts,	100% polyester	12	2
Pairs of socks	100% polyester	12	4
Tie	polyester mixed with cotton	12	2
Pair of shoes	Genuine leather, Black	12	2
Jersey 100% cotton, V-neck style	100% polyester	12	1
Pull over, V-neck style	100% cotton	12	1
Belt	Black, genuine leather	12	1
Chinos	100% Cotton	12	2
Rain Coat	With a cap, Navy Blue/ Black	12	1
Umbrella	2 Fold Manual Open rain Umbrella, Navy Blue/ Black	12	1
Golf T Shirt	Cotton Nylon, Coat of Arm With 1 Pocket	12	2

SECURITY (OP) MALES

ITEM	FABRIC DESCRIPTION	QTY PER APPROVED ESTABLISHMENT	QUANTITY PER PERSON
Suits (Jacket & Trouser)	Jacket SANS Type 3 Pants SANS 985 Type 39 100% Polyester, Black (167c-2006 of CKS1219) Double breasted Lined Collar (Part 7 SANS 1387:2003) Rounded jacket without sledges	54	2
Trouser (To match suit)	Trousers, classic fit with pleats, 100% cotton	54	2
Shirt (L Sleeve)	100% Cotton, White	54	2
Shirt (S Sleeve)	100% Cotton, White	54	2
Tie	100% Polyester, Black and Maroon Featuring the code of Arms	54	2
Jersey (V-Neck)	100% Cotton, Black Featuring the code of Arms	54	2
Shoes	Genuine Leather, Black Formal Shoes Orthopaedic Lace up or Slip on shoes Size Range from 4 – 13 Company must bring sample for selection	54	2
Pair of Socks	100% cotton, Black	54	5
Winter Jacket	80% cotton % 20% Polyester, With no Flips, Black	54	1
Chinos	Silver Grey, Two Back Pockets	54	2
Warm Coat	100% Cotton, Short, Black	54	1
Belt	Genuine Leather, Black Fit Sizes 32 to 52 Width 3.5	54	1
Golf T Shirt	Cotton Nylon, Black Code of Arm With 1 Pocket	54	2

Rain Coat	With a cap, Navy Blue/ Black	54	1
Umbrella	2 Fold Manual Open rain Umbrella, Navy Blue/ Black	54	1
Hat	Knitted Beanies. 100% Acrylic, Black/ Navy Blue Code of Arm	54	2
SECURITY (OP) FEMALES			
ITEM	FABRIC DESCRIPTION	QTY PER APPROVED ESTABLISHMENT	QUANTITY PER PERSON
Suits (Jacket & Skirt)	Jacket , SANS Type 39 Knee Skirt, SANS 985 Type 39, 100% Polyester 100% Lining, Black	33	2
Trouser (To match suit)	Polyester 100%, Make Provision for Belt Hook and eye above Zip Classic pants front Zip 2 Pleats on either side of the zip in front Black (167c-2006 of CKS 1219)	33	2
Blouse	100 % Cotton, White Button and Holes, Long sleeve cufflink shirt Sleeve of different lengths	33	4
Jersey (V-Neck)	100% Wool, Open with buttons from top to bottom	33	2
Shoes	Genuine Leather, Black Formal Shoes, Orthopaedic, Non slip shoes Size Range from 3 – 9 Company must bring sample for selection	33	2
Pairs of pantyhose	Extra sheer, cotton lined gusset and matt, Panty house for winter (5) Black, Stockings Mexican Silver/ Black Mail	33	10
Winter Jacket	Jacket, SANS 985 Type 33, 80% Cotton, 20% Polyester. Black (167c-2006 of CKS 1219) Double Breasted and Long Sleeve 2 Sided pockets, Button and holes in the front and on the sleeve. Fully lined (Part 7 SANS 1387:2003	33	1
Chinos	100% Cotton, Silver Grey with front pockets	33	2
Warm Coat	100% Cotton, Short	33	1
Belt	Ladies Belt, Genuine Leather. Black Fit Sizes 32 to 52 Width 3.5	33	1
Golf T Shirt	Cotton Nylon, Black. Code of Arm With 1 Pocket Company must bring sample for selection as we are looking for ladies design	33	2
Scarf	100% Chiffon– cruvets and rectangular. Maroon and Black Patterned featuring the code of Arms Shape of Scarves	33	1

Raincoat	With a cap , unisex, Navy Blue/ Black	33	1
Umbrella	Auto Open and Manual Close 2 fold Umbrella, Navy Blue/ Black	33	1
Hat	Women Ceremonial Hat Cap, Black Company must bring sample for selection	33	2

Notes:

- An asterix (*) against an item/s indicates items which require DIRCO branding in the form of DIRCO emblems and/or logos.
- The colour of suits, skirts and pants must be charcoal.
- The colour of blouses and shirts must be light avocado green.
- Scarves and ties must be embossed with the DIRCO logo/emblem.
- Maternity wear must be accommodated in the design.
- The use of the abbreviation "QTY" herein under means "quantity".

4. SPECIAL CONDITIONS

SPECIAL CONDITION	YES	NO
The bidder must be able to supply all the uniforms and protective clothing for both male and female officials which must include all accessories such as ties, scarves, shoes, socks and belts in a box for each official.		
If a bidder is unable to design, manufacture and supply all the uniforms and protective clothing as required in terms of this bid, DIRCO may consider the formation of a consortium. However, DIRCO will only conclude a SLA with the successful bidder who will remain wholly and solely responsible and liable for any acts/omissions committed by any sub-bidder/sub-contractor that may result in DIRCO sustaining any damages of whatsoever nature.		
The appointed bidder will be required to cede all and every design and other rights incidental to this bid to DIRCO.		
Provision must be made for maternity uniforms and protected clothing.		
The first consignment of uniforms must be delivered not later than 7 weeks after placing an order. All supplementary and replacements orders must be delivered not later than 3 weeks after placing an order.		
Site Visits to service providers premises will be conducted to assess; <ul style="list-style-type: none"> • Company establishment (offices, warehouses, storerooms and security)) • Infrastructure (production equipment and machinery) • Company management system and labour practices • Stock levels and orders • Patterns, designs, materials and fabrics • Customer relationship management i.e. practices, strategies and technologies used to manage customer interactions throughout the customer lifecycle 		
Unless otherwise stated, orthopaedic shoes must be supplied as all staff are usually required to work long and rigorous hours.		
The appointed bidder will be expected to measure personnel to ensure the fit of uniform and this will be done onsite at DIRCO Head Office in Pretoria.		
Samples of clothing items must be provided and sketches of the different styles.		
The appointed bidder will be expected to complete all alterations and deliver the altered clothing not later than 3 weeks after submission of the clothing be altered		
A current SABS capability report must be submitted with the bid		
Only specifications detailed in paragraph 3 above will be accepted and bid/s that do not comply will be disqualified		
The evaluation committee will randomly select a wardrobe and send it to SABS for testing to ensure that the delivered garments comply with the specifications. This testing will be at the cost of the appointed bidder/s.		

All related expenses i.e., transport / shipping, alterations, fabric testing, manufacturing and overheads etc. will be at the expense of the bidder/s.		
The appointed bidder/s will be required to deliver the uniforms to DIRCO Head Office.		
The appointed bidder/s will be expected to provide the Department with TWO pre-production samples in the following size ranges ie, 32, 40 and 50. The Department will hold ONE pre-production sample while the other will remain with the bidder/s for reference purposes		
Upon appointment a Service Level Agreement between the bidder/s and the Department will be entered into.		

5. EVALUATION CRITERIA TO BE USED

The bid will be evaluated in two phases (i.e. Phase 1, and 2) as follows:

5.1 Phase 1: Responsiveness Criteria

The minimum requirements must be satisfied by the bidder/s in order to pass to the next stage of the evaluation process. Please refer to the schedule below.

Requirements
5.1.1 Proof of registration on the Central Supplier Database with a Tax compliant status.
5.1.2 Fabric of each item to be included and samples of uniform and protective clothing samples to fit an A4 size envelope
5.1.3 Attendance of briefing session.
5.1.4 Proof of compliance with SABS
5.1.5 All relevant Standard Bid Documentation (SBD) must be completed, signed and submitted; SBD1, SBD3.1, SBD3.2, SBD4, SBD6.1, SBD 6.2;SBD8, SBD9

5.2 Phase 2: Functionality

The applicable formula 80/20 will be utilised to evaluate the bid, of which eighty (80) points are allocated for price and functionality. The remaining twenty (20) points are for certain goals that have been targeted and the points allocated for these goals are indicated in the enclosed forms SBD 6.1 and SBD 6.4 that MUST be completed in detail.

5.2.1 Functionality

A bidder/s that scores less than 60% in respect of "functionality" will be regarded as submitting a non-responsive bid and will be disqualified.

For purposes of comparison, and in order to ensure a meaningful evaluation, bidder/s are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.

Functionality Criteria	Weight
1. Capacity to deliver: A project program reflecting realistic timeframes for capacity to distribute, resources to execute orders in terms of management and manufacturing, excellent delivery timeframes and a good contingency plan	40
Matrix:	

7 weeks = 3 points 6 weeks = 4 < or = 5 weeks = 5 points	
2. Experience: A minimum of five years' experience, expertise and qualifications of key staff to successfully service this contract. <u>Matrix</u> < or = to 5 years = 3 4 to 6 years = 4 7 and above years = 5	30
3. References: In the field of uniform provisioning and contactable references together with their contact details of a minimum of 3 years <u>Matrix</u> 3 references = 3 points 4 references = 4 points 5 and above references = 5 points	20
4. Site inspection focusing on: <ul style="list-style-type: none"> • Bidder/s establishment (offices, warehouses, storerooms and security) • Infrastructure (production equipment, and machinery) • Company management system and labour • Capacity to deliver • Patterns, designs, materials and fabrics • Customer relationship management i.e. practices, strategies and technologies used to manage customer interactions throughout the customer lifecycle 	10
TOTAL	100

Values: 1 = Poor, 2= Fair, 3 = Good, 4 = Very Good, 5 = Excellent

As per Attachment A. Bidders must return the completed Schedule as part of the proposal. Should the pricing Schedule not be attached, the bid will be disqualified.

6. Points awarded for B-BBEE Status Level of Contribution

6.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder/s for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18

3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 6.2 Bidder/s who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 6.3 Bidder/s other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

7. GENERAL CONDITIONS

- 7.1 DIRCO has the right to appoint more than one bidders and will sign a contract with the successful bidder/s.
- 7.2 The preferred bidder/s will undergo vetting process and must obtain positive results prior appointment.
- 7.3 DIRCO reserves the right to sign a Service Level Agreement with the preferred bidder/s.
- 7.4 Tender evaluation can only be done on the basis of information, which was requested for and provided in detail. The comprehensiveness of the tender proposal can therefore be decisive in awarding thereof.
- 7.5 In the DIRCO's endeavour to promote black economic empowerment, the prospective bidder/s are required to submit company profile/proposals indicating percentage shareholding by Historically Disadvantaged Individuals (HDIs).
- 7.6 In case of consortium, the bidder/s must indicate how a joint venture (if the bidders are a joint venture between a BEE firm and a non-BEE firm) will split the work between companies. The details must be such that DIRCO can audit the actual work allocation between the companies to enforce the transfer of skills. (The percentage involvement of each company in the joint venture should also be indicated).
- 7.7 The prospective bidder/s are required to indicate the costing per item for ease of evaluation, including total ceiling price for the period of three years.
- 7.8 The successful bidder/s are encouraged to keep their prices firm for at least each year of the contract, however, any increase in price as a result of input cost (e.g. material) will be considered when quotations are obtained.
- 7.9 If a bidder/s is not in a position to design, manufacture and supply, a consortium may be formed, however DIRCO will enter into a contract with the appointed bidder/s.

- 7.10 A comprehensive company profile of the bidder/s must be provided to ensure that the evaluation panel understands the company fully.
- 7.11 The prospective bidder/s must demonstrate their ability to deliver on time in their proposals.
- 7.12 Bidder/s must submit samples of the uniform as per specifications above to be tested by SABS which will not be the responsibility of DIRCO.
- 7.13 The materials supplied must be the same as the samples presented to DIRCO by the bidder/s.
- 7.14 Only 100% locally produced or locally manufactured textiles, clothing, leather and footwear from local raw material or input will be considered.
- 7.15 If the raw material or input to be used from a specific item is not available locally, bidder/s should obtain written authorization from the dti should there be a need to import such raw material or input.
- 7.16 A copy of the authorization letter must be submitted together with the bid documents at the closing date and time of the bid. For further information, bidders may contact the Clothing, Textile, Footwear and Leather Unit within the dti at telephone 012 3943717/1390.
- 7.17 The exchange rate to be used for the calculation of local production and content must be the exchange rate by the South African Reserve Banks (SARB) at 12:00 on the date of advertisement of the bid.
- 7.18 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 7.19 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed

in the bid documentation:

$$LC = (1-x/y)*100$$

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

- 7.20 The Declaration Certificate of Local Production Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.
- 7.21 The rates for exchange quoted by the bidder in in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

8. FEES AND PAYMENT SCHEDULE

- 8.1 Fees must be quoted in South African currency
- 8.2 All prices quoted must include VAT
- 8.3 All quotations must be provided as per Annexure "A" attached.

8.4 Bidder/s should note that DIRCO will pay within 30 days after service has been rendered and in receipt of an invoice accompanied by valid supporting documents.

9. CONTACT PERSONS AND SUBMISSIONS

All enquiries can be directed to Supply Chain Management,

Tel: 012 351 1359/0435/1928

Fax: 012 329 1267

Email address: grimselljfw@dirco.gov.za;mnisia@dirco.gov.za;kubayii@dirco.gov.za

Prospective Bidder/s should submit their bonded proposals in a sealed envelope with the details of the specific bid on the outside of the envelope to:

Per Hand
Bid Nr. DIRCO

Tender Box
Department of International Relations and Cooperation
OR Tambo Building
460 Soutpansberg Road
PRETORIA
0001

Submissions must be hand delivered to the mentioned addresses on or before 11h00 on the closing date **08 September 2017**.

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

E-mail or faxed submissions shall not be accepted.

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

A briefing session will be held at the Department of International Relations, 460 Soutpansberg Road, Rietondale ;Pretoria on the **24 August 2017 at 10:00**. All interested bidders may attend the session.

ANNEXURE "A"

ITEM	QUANTITY PER OFFICIAL	COST PER UNIT	TOTAL
Dust Coats	1		
Shoes	1		
Winter Jacket	2		
Safety Goggles	1		
Pairs of socks	4		
Durable Genuine Leather Shoes	1		
Shirts (Short Sleeve)	2		
Pull Over (V Neck Style)	2		
Belts	1		
Trouser	2		
Dust Coats	1		
Shoes	1		
Winter Jacket	2		
Dust Masks	2		
Latex Gloves	2		
Safety Goggles	1		
Pairs of socks	4		
Durable Genuine Leather Shoes	1		
Shirts (Short Sleeve)	2		
Pull Over (V Neck Style)	2		
Belts	1		
Trouser	2		
Dust Coats	2		
Chinos	2		
Golf Shirts	2		
Pair of Socks	5		
Durable Genuine Leather Shoes	2		
Shirts (Short Sleeve)	2		
Winter Jacket	1		
Pull Over (V Neck Style)	2		
Belts	1		
Trouser	2		
Suits	2		
Trousers	2		
Winter Jacket	1		
Long sleeve collar shirts	2		
Short sleeve collar shirts	2		
Pairs of socks	4		
Tie	2		
Pair of shoes	2		
Jersey, V-neck style	1		
Pull over, V-neck style	1		

Belt genuine leather	1		
Chinos	2		
Rain Coat	1		
Umbrella	1		
Golf T Shirt	2		
Suits (Jacket, Waist Coat & Trousers)	2		
Trousers (To match suit)	2		
Shirt (L Sleeve)	2		
Shirt (S Sleeve)	2		
Tie	2		
Jersey (V-Neck)	2		
Shoes	2		
Pair of Socks	5		
Winter Jacket	1		
Chinos	2		
Warm Coat	1		
Belt	1		
Golf T Shirt	2		
Rain Coat	1		
Umbrella	1		
Hat	2		
Suits (Jacket, Waist Coat & Skirt)	2		
Trousers (To match suit)	2		
Blouse	4		
Jersey (V-Neck)	2		
Shoes	2		
Pairs of pantyhose	10		
Winter Jacket	1		
Chinos	2		
Warm Coat	1		
Belt	1		
Golf T Shirt	2		
Scarf	1		
Raincoat	1		
Umbrella	1		
Hat	2		

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)					
BID NUMBER:	DIRCO 04-2017/18	CLOSING DATE:	8 th September 2017	CLOSING TIME:	11:00
DESCRIPTION	INVITATION TO BID FOR THE DESIGN, MANUFACTURE AND SUPPLY OF UNIFORMS AND PROTECTIVE CLOTHING FOR OFFICIALS EMPLOYED BY THE DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION					
460 SOUTPANSBERG ROAD RIETONDALE					
PRETORIA					
0084					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)		<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR			
NAME:					
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
		[IF YES ENCLOSE PROOF]			[IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>	
2. TAX COMPLIANCE REQUIREMENTS	
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	

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

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number: DIRCO 04 - 2017/18
Closing Time 11:00	Closing date 08/09/2017

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
----------	----------	-------------	---

- Required by: DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

- At: DIRCO/ DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

COMPANY NAME:

PRICING SCHEDULE FOR THE DESIGN, MANUFACTURE AND SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING

ITEM	QUANTITY PER OFFICIAL	COST PER UNIT	TOTAL Year 1	TOTAL Year 2
Dust Coats	1			
Shoes	1			
Winter Jacket	2			
Safety Goggles	1			
Pairs of socks	4			
Durable Genuine Leather Shoes	1			
Shirts (Short Sleeve)	2			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Dust Coats	1			
Shoes	1			

Winter Jacket	2			
Dust Masks	2			
Latex Gloves	2			
Safety Goggles	1			
Pairs of socks	4			
Durable Genuine Leather Shoes	1			
Shirts (Short Sleeve)	2			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Dust Coats	2			
Chinos	2			
Golf Shirts	2			
Pair of Socks	5			
Durable Genuine Leather Shoes	2			
Shirts (Short Sleeve)	2			
Winter Jacket	1			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Suits	2			
Trousers	2			
Winter Jacket	1			
Long sleeve collar shirts	2			
Short sleeve collar shirts	2			
Pairs of socks	4			
Tie	2			
Pair of shoes	2			
Jersey, V-neck style	1			
Pull over, V-neck style	1			
Belt genuine leather	1			
Chinos	2			
Rain Coat	1			
Umbrella	1			
Golf T Shirt	2			
Suits (Jacket, Waist Coat & Trouser)	2			
Trouser (To match suit)	2			
Shirt (L Sleeve)	2			
Shirt (S Sleeve)	2			
Tie	2			
Jersey (V-Neck)	2			

Shoes	2			
Pair of Socks	5			
Winter Jacket	1			
Chinos	2			
Warm Coat	1			
Belt	1			
Golf T Shirt	2			
Rain Coat	1			
Umbrella	1			
Hat	2			
Suits (Jacket, Waist Coat & Skirt)	2			
Trouser (To match suit)	2			
Blouse	4			
Jersey (V-Neck)	2			
Shoes	2			
Pairs of pantyhose	10			
Winter Jacket	1			
Chinos	2			
Warm Coat	1			
Belt	1			
Golf T Shirt	2			
Scarf	1			
Raincoat	1			
Umbrella	1			
Hat	2			

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

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid number: DIRCO 04 - 2017/18

Closing Time 11:00 Closing date 08/09/2017

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUSIVE OF VAT)
----------	----------	-------------	--

- Required by: DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION
- At: DIRCO/ DEPARTMENT OF INTERNATIONAL RELATIONS AND COOPERATION

COMPANY NAME:

PRICING SCHEDULE FOR THE DESIGN, MANUFACTURE AND SUPPLY OF UNIFORM AND PROTECTIVE CLOTHING

ITEM	QUANTITY PER OFFICIAL	COST PER UNIT	TOTAL Year 1	TOTAL Year 2
Dust Coats	1			
Shoes	1			
Winter Jacket	2			
Safety Goggles	1			
Pairs of socks	4			
Durable Genuine Leather Shoes	1			
Shirts (Short Sleeve)	2			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Dust Coats	1			
Shoes	1			

Winter Jacket	2			
Dust Masks	2			
Latex Gloves	2			
Safety Goggles	1			
Pairs of socks	4			
Durable Genuine Leather Shoes	1			
Shirts (Short Sleeve)	2			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Dust Coats	2			
Chinos	2			
Golf Shirts	2			
Pair of Socks	5			
Durable Genuine Leather Shoes	2			
Shirts (Short Sleeve)	2			
Winter Jacket	1			
Pull Over (V Neck Style)	2			
Belts	1			
Trouser	2			
Suits	2			
Trousers	2			
Winter Jacket	1			
Long sleeve collar shirts	2			
Short sleeve collar shirts	2			
Pairs of socks	4			
Tie	2			
Pair of shoes	2			
Jersey, V-neck style	1			
Pull over, V-neck style	1			
Belt genuine leather	1			
Chinos	2			
Rain Coat	1			
Umbrella	1			
Golf T Shirt	2			
Suits (Jacket, Waist Coat & Trouser)	2			
Trouser (To match suit)	2			
Shirt (L Sleeve)	2			
Shirt (S Sleeve)	2			

Tie	2			
Jersey (V-Neck)	2			
Shoes	2			
Pair of Socks	5			
Winter Jacket	1			
Chinos	2			
Warm Coat	1			
Belt	1			
Golf T Shirt	2			
Rain Coat	1			
Umbrella	1			
Hat	2			
Suits (Jacket, Waist Coat & Skirt)	2			
Trouser (To match suit)	2			
Blouse	4			
Jersey (V-Neck)	2			
Shoes	2			
Pairs of pantyhose	10			
Winter Jacket	1			
Chinos	2			
Warm Coat	1			
Belt	1			
Golf T Shirt	2			
Scarf	1			
Raincoat	1			
Umbrella	1			
Hat	2			

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

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 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 must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. 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. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. 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=		
				ZAR=		

				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
 company/firm:.....

8.2 VAT _____ registration
 number:.....

8.3 Company _____ registration
 number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
 indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

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

of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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) / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)