

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	LDPWRI-EPWP/20085	CLOSING DATE:	09 NOVEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	PROCUREMENT OF BRANDED PERSONAL PROTECTIVE EQUIPMENT (PPE) AND BRANDING MATERIALS FOR ALL FIVE DISTRICTS IN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS – TERM CONTRACT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. 09-11-2021					
Physical address: CNR RIVER & BLAAUBERG STREET LADANNA 0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MOLOTO MV	CONTACT PERSON	TSHABALALA JJ		
TELEPHONE NUMBER	015 284 7142	TELEPHONE NUMBER	015 284 7429 / 0716750396		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	molotoMV@dpw.limpopo.gov.za	E-MAIL ADDRESS	tshabalalaJ@dpw.limpopo.gov.za		
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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
[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 [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

**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.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

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

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**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.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
--------------------	----------	-------------	--

- Required by:
- At:
- Brand and model:.....
- Country of origin:
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s):
- Period required for delivery:
- Delivery: *Firm/not firm

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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

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**

2.9.1 If so, furnish particulars.

.....
.....
.....

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

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

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 **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

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:

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

(Tick applicable box)

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

- 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		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

**LIST OF STIPULATED MINIMUM THRESHOLD(S) FOR LOCAL
PRODUCTION AND CONTENT FOR THE BID**

DESCRIPTION OF GOODS	STIPULATED MINIMUM THRESHOLD
1. Two piece overalls suits	100%
2. Hats	100%
3. T - shirts	100%
4. Leather boots	100%
5. Gloves	100%
6. Vest	100%
7. Socks	100%
8. Golf shirts	100%
9. Dust Coat	100%
10. Face mask	100%
11. Overall Pants	100%
12. Overall tops (jackets)	100%
13. Non-woven coveralls	100%
14. Disposable apron	100%
15. Disposable shoe covers	100%
16. Leather welders apron	100%
17. Safety goggles	100%
18. Rain Coat	100%
19. Disposable mop caps	100%
20. Helmet	100%
21. Gumboot	100%
22. Face Shield	100%
23. Retardant Thermal Jacket & Trouser	100%
24. Chainsaw Operator Trousers	100%
25. Shin Protector	100%
26. Face protector	100%
27. Mechanic Grip	100%
28. Kidney belts	100%
29. Knee pads	100%
30. Safety harness	100%

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. LDPWRI-EPWP
 (C2) Tender description: PROCUREMENT OF BRANDED PPEs AND BRANDING MATERI
 (C3) Designated product(s)
 (C4) Tender Authority: LIMPOPO DEPARTMENT OF PUBLIC WORKS,ROADS AND INF
 (C5) Tendering Entity name: Pula
 (C6) Tender Exchange Rate: EU GBP
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Tender price - each (excl VAT)	Calculation of local content				Local content % (per item)	Tender summary			
			Exempted imported value	Tender value net of exempted imported content	Imported value	Local value		Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.	2 piece overall suits							1			
2.	Hat							1			
3.	T-shirt							1			
4.	Leather boots							1			
5.	Gloves							1			
6.	Vest							1			
7.	Socks							1			
8.	Golf shirt							1			
								(C20) Total tender value	R 0		
								(C21) Total Exempt imported content	R 0		
								(C22) Total Tender value net of exempt imported content	R 0		
								(C23) Total Imported content	R 0		
								(C24) Total local content	R 0		
								(C25) Average local content % of tender			

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

LDPWRI-EPWP
 PROCUREMENT OF BRANDED PPEs AND BRANDING MATERI
 LIMPOPO DEPARTMENT OF PUBLIC WORKS,ROADS AND INF

Pula EU GBP

Note: VAT to be excluded from all calculations

List of items		Calculation of local content				Tender summary					
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
9	Dust coat							1			
10	Face mask							1			
11	Overall pants							1			
12	Overall tops (jacket)							1			
13	Non-woven coverall							1			
14	Disposable apron							1			
15	Disposable shoe covers							1			
16	Leather welders apron							1			
									R 0		
									(C20) Total tender value	(C21) Total Exempt imported content	R 0
									(C22) Total Tender value net of exempt imported content	(C23) Total Imported content	R 0
									(C24) Total local content	(C25) Average local content % of tender	R 0
									(C25) Average local content % of tender	(C24) Total local content	R 0

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. LDPWRI-EPWP
 (C2) Tender description: PROCUREMENT OF BRANDED PPEs AND BRANDING MATERIA
 (C3) Designated product(s)
 (C4) Tender Authority: LIMPOPO DEPARTMENT OF PUBLIC WORKS,ROADS AND INFF
 (C5) Tendering Entity name: Pula
 (C6) Tender Exchange Rate: EU GBP
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Tender item no's		List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
			(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
(C8)		(C9)						
17		Safety goggles						
18		Rain coat						
19		Disposable mop caps						
20		Helmet						
21		Gumboots						
22		Face shield						
23		Retardant thermal jacket & Trou						
24		Chainsaw operator trouser						
			(C20) Total tender value	R 0				
			(C21) Total Exempt imported content	R 0				
			(C22) Total Tender value net of exempt imported content	R 0				
			(C23) Total Imported content	R 0				
			(C24) Total local content	R 0				
			(C25) Average local content % of tender					

Tender summary

Signature of tenderer from Annex B

Date: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

LDPWRI-EPWP
 PROCUREMENT OF BRANDED PPEs AND BRANDING MATERIALIA
 LIMPOPO DEPARTMENT OF PUBLIC WORKS,ROADS AND INFF

Pula EU GBP

Note: VAT to be excluded from all calculations

Calculation of local content					Tender summary		
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
25	Shin protector						
26	Face protector						
27	Mechanic grip						
28	Kidney belts						
29	Knee pads						
30	Safety harness						

							(C20) Total tender value	R 0	
								(C21) Total Exempt imported content	R 0
								(C22) Total Tender value net of exempt imported content	R 0
								(C23) Total Imported content	R 0
								(C24) Total local content	R 0
								(C25) Average local content % of tender	R 0

Signature of tenderer from Annex B _____

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted Imported content

Calculation of imported content										Summary	
Tender Item no's	Description of Imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with Annex C - C.21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender Item no's	Description of Imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer											

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

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party											

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above
 This total must correspond with Annex C - C.23

Signature of tenderer from Annex B _____
 Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			<input style="width: 95%;" type="text"/>

(E10)	Manpower costs	(Tenderer's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	<input style="width: 95%;" type="text"/>
(E13) Total local content			<input style="width: 95%;" type="text"/>

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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? (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)? 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	<p>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?</p>	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

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

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

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.

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.



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
**PUBLIC WORKS, ROADS
AND INFRASTRUCTURE**

BID NUMBER: LDPWRI-EPWP/20085

SPECIFICATION FOR THE PROCUREMENT OF BRANDED PERSONAL PROTECTIVE EQUIPMENTS (PPE) AND BRANDING MATERIALS FOR FIVE DISTRICTS IN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS – TERM CONTRACT.

1. PURPOSE AND BACKGROUND

The Department through the EPWP and Roads Chief Directorates is responsible for the creation of work opportunities on an annual basis in line with the target set on the Annual Performance Plan (APP). The appointed EPWP participants are expected to be provided with Personal Protective Equipment (PPE), EPWP branded materials as, and when they engage with various projects.

The Property and Facilities Management also procures PPE for the purposes of their project implementation, which is not necessarily EPWP branded as per the attached specification.

2. EVALUATION CRITERIA

STAGE 1: EVALUATION IN TERMS OF THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT.

- The department advertise this bid with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, as per Preferential Procurement Regulation 2017 (Regulation 9) will be considered.
- Bids will be evaluated in terms of minimum thresholds for local content stipulated in the bid document. SBD 6.2 the declaration made by the bidder in the Declaration Certificate for Local Content and Annex C, D, & E (Local Content Declaration: Summary Schedule) will be used for this purpose
- All responses that will not meet the required minimum threshold for local content as stipulated in the specifications will be disqualified and not evaluated further. Only bids that achieved the minimum threshold for local content and production will be evaluated further in terms of functionality and preference point system prescribed in the Preferential Procurement Regulations, 2017.

- Failure to comply with the requirements assessed in Phase 1 (compliance), will lead to disqualification of bids.
- **NB: Bidders must declare on SBD 6.2 and its annexures.**

STAGE 2: PRE-QUALIFICATION CRITERIA AND ADMINISTRATIVE COMPLIANCE

Pre-qualification criteria:	Requirement	Comply: Yes or No
2.1	<p>Only service provider (s) who are EME or QSE, will be considered for this bid as per Preferential Procurement Regulations 2017.</p> <p>Original or Certified copy of a BBEE Certificate issued by SANAS accredited verification agency/ A Valid Original Sworn Affidavit indicating Exempted Micro Enterprises level of QSE with the Annual Total Revenue.</p>	
2.2	<p>ADMINISTRATIVE REQUIREMENTS/COMPLIANCE</p> <ul style="list-style-type: none"> ▪ Non-submission of the following will lead to bids being disqualified: ▪ Fully completed SBD forms (SBDs 1,3.1,3.2, 4, 6.1, 6.2, 8 & 9) ▪ Bidders must be registered on CSD. ▪ Forms must be completed in full, with blank ink. ▪ Usage of correction fluid is not allowed. ▪ An authorized person must sign off the document and must initial any correction made on the document. ▪ Prices must be written both in figures and in word ▪ Inclusion of VAT by non VAT vendors will be regarded as non-compliance 	

2.3	<p>The following are regarded as disqualifiable and non-compliance to administrative requirements:</p> <ul style="list-style-type: none"> • Failure to complete the BoQ in full. • Price amendments without signature. • Usage of correction fluid. • Completion of the bid document with a pencil. • Inclusion of VAT by non VAT vendors. • Non completion and/or non-alignment with specified variables of rate adjustment table (SBD 3.2) 	
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STAGE 3: FUNCTIONALITY CRITERIA

- Only bid proposals that meets complied with Stage 2 of Pre-qualification and administrative requirement will be considered to be evaluated further on Functionality Criteria,
- Bids will be evaluated based on the following criteria for functionality:
- The bidder must score a minimum of 70% during Stage 3 (Functionality Criteria) of the evaluation to qualify for further evaluation on Stage 4 of the evaluation where only points for price and B-BBEE will be considered.
- The following values/ indicators will be applicable when evaluating Functionality Criteria:

0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

CRITERIA FOR FUNCTIONALITY AND POINTS WEIGHT ALLOCATION FOR THE PROCUREMENT OF PPE				
No.	Category	Weight/Value 100 points	Score	Total (Weight X Value awarded)
1.	Company/entity established (Attach relevant documentation: lease	30	0=un-established business premises in Limpopo	

	agreement, title deed, Municipal Bill and other proof of business address)		5= Established business premises in Limpopo.	
2.	Experience / track record of Company and Staff			
	For the purpose of this bid the Service Provider will need to provide details of previous service rendered.			
2.1	Previous experience of the company in supplying PPEs	40	0 - Up to the value of R500k = (1 point) Above R500k up to the value of 1 million = (3 points) Above the value of 1 million= (5 points) Attach appointment/orders and delivery note/confirmation letter(s) of all previous supply of PPEs which were successfully delivered as proof.	
3.	Financial strength	30	A=5 points B= 4 points C=3 points D=2 points E=1 point Bidder to submit bank ratings or letters.	

NB: A BIDDER MUST OBTAIN A MINIMUM OF 70% UNDER FUNCTIONALITY TO QUALIFY FOR FINAL EVALUATION

STAGE 4: PREFERENCE POINTS SYSTEM (80/20)

Preference points claim in terms of Preferential Procurement Regulation 2017 will be as follows:

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

80/20

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

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

ALL BID CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO; FAILING WHICH THIS BID SUBMISSION WILL BE DECLARED NON-RESPONSIVE.

1. No bid will be considered unless submitted on Department bid document.
2. Any portion of the bid document not completed will be interpreted as 'not applicable'. Notwithstanding the foregoing, failure to complete any compulsory portion of the bid document may result in the bid being declared non-responsive.
3. Bidders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant bid box at Cnr River & Blaauberg Street, Ladanna, 0699.
4. The department reserves the right to accept:
 - 4.1 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and department is not obliged to accept the lowest or any bid;
 - 4.2 A bid, which is not substantially or materially different from the bid Specification.
5. The department shall not consider bids that are received after the closing date and time for such a bid.
6. The department will not be held responsible for any expenses incurred by Bidders in preparing and submitting bids.

7. The department may, after the closing date, request additional information or clarification of bids in writing.
8. A Bidder may request in writing, after the closing date, that the bid offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the department after consideration of the reasons for the withdrawal.
9. The total bid price should be written in both figures and in words. The department reserves the right to adjust arithmetical errors in the extension of rates and totals in the quote, and the bidder will be informed of the effect of any corrections on his quotation sum prior to the award of the contract. In no case will quoted rates be adjusted when correcting such errors.
10. Bill of quantity should be fully completed.
11. The successful bidder would be required to bring a sample of each item before delivery.
12. The Department reserves the right to award the bid to 01 bidder per district.
13. The department reserves the right to negotiate the price with the successful bidder as per Preferential Procurement Regulations 2017
14. Telegraphic quotations or quotations by facsimile will not be accepted for consideration except for the instance as indicated above where the employer needs to have amendments to the quotation.
15. No alteration, erasure or addition is to be made in the text of the BoQ. Should any alteration, erasure or addition be made, it will not be recognised; the original wording of the Bill of Quantities will be adhered to.
16. The contract will run for a period of 36 months.
17. Price adjustments will be allowed annually and the following formula shall apply:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- P_a = The new escalated price to be calculated.
- $(1-V)P_t$ = 85% of the original bid price. **note that P_t must always be the original bid price and not an escalated price.**
- $D_1, D_2..$ = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D_1, D_2...etc.$ must add up to 100%.
- $R_{1t}, R_{2t}.....$ = Index figure obtained from new index (depends on the number of factors used).
- R_{1o}, R_{2o} = Index figure at time of bidding.
- $V P_t$ = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

BIDDER/SUPPLIER ACCEPT THE ABOVE

NAME OF BIDDER _____

SIGNATURE _____

DATE _____

The specification of the items submitted are as follows:

NO	ITEM	DESCRIPTION	COLOUR	SIZE	LOCAL CONTENT	PRICE
1.	Two-piece branded overalls	- jacket: unisex front zip, two side slits, double slits, double stitch and 3 concealed pockets. -Trousers: elastic waistband, belt loops, 2 side pockets. Material to be 65% polyester and 35% cotton ('EPWP' printed at the back, Provincial logo on the left breast and EPWP logo on right breast) With reflectors on the arms and legs	ORANGE	54 52 50 48 46 44 42 40 38 36 34 32 30 28	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	
2.	Two-piece branded overalls (Jackets only)	- jacket: unisex front zip, two side slits, double slits, double stitch and 3 concealed pockets. 'EPWP' printed at the back, Provincial logo on the left breast and EPWP logo on	ORANGE	54 52 50 48 46 44 42 40 38	100% 100% 100% 100% 100% 100% 100% 100% 100%	

		right breast) With reflectors on the arms			36	100%	
					34	100%	
					32	100%	
					30	100%	
					28	100%	
3.	Two-piece branded overalls (Trousers only)	Trouser: elastic waistband, belt loops, 2 side pockets. Material to be 65% polyester and 35% cotton With reflectors on the legs	ORANGE		54	100%	
					52	100%	
					50	100%	
					48	100%	
					46	100%	
					44	100%	
					42	100%	
					40	100%	
					38	100%	
					36	100%	
					34	100%	
					32	100%	
					30	100%	
					28	100%	
4.	Two Piece-Branded Overalls	Jacket with Reflectors 65/35 polycotton twill Weight: 235 g/m ² All seam are posted, full front, back yoke. One top V pocket Two patch pockets not fitted into side seams. Two side slits	NAVY BLUE/GREEN		54	100%	
					52	100%	
					50	100%	
					48	100%	
					46	100%	
					44	100%	
					42	100%	
					40	100%	
					38	100%	
					36	100%	

		<p>All facial needle work on pockets is double stitched. Lime and silver 50mm flame retardant reflective tape around arms as well as across back. Embroidery: Department of Public Works Roads and Infrastructure logo above the front left pocket on the jacket</p> <p>Trouser: 65/35 polycotton twill (navy & stone colour) Weight: 235 g/m² One piece band All seams are posted Two bagged out front pockets One back patch pocket Facial needle work on pocket is double stitched. Lime and silver 50mm flame retardant reflective tape around legs.</p>		<p>34 32 30 28</p>	<p>100% 100% 100% 100%</p>
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5.	Two Piece- Branded Overalls (Jackets only)	<p>Jacket with Reflectors 65/35 polycotton twill Weight: 235 g/m² All seams are posted, full front, back yoke. One top V pocket Two patch pockets not fitted into side seams. Two side slits All facial needle work on pockets is double stitched. Lime and silver 50mm flame retardant reflective tape around arms as well as across back. Embroidery: Department of Public Works Roads and Infrastructure logo above the front left pocket on the jacket</p>	NAVY BLUE/GREEN	<p>54 100%</p> <p>52 100%</p> <p>50 100%</p> <p>48 100%</p> <p>46 100%</p> <p>44 100%</p> <p>42 100%</p> <p>40 100%</p> <p>38 100%</p> <p>36 100%</p> <p>34 100%</p> <p>32 100%</p> <p>30 100%</p> <p>28 100%</p>
6.	Two Piece- Branded Overalls (Trousers only)	65/35 polycot ton twill (navy & stone colour) Weight: 235 g/m ² One piece band All seams are posted	NAVY BLUE/GREEN	<p>54 100%</p> <p>52 100%</p> <p>50 100%</p> <p>48 100%</p> <p>46 100%</p>

			Two bagged out front pockets One back patch pocket Facial needle work on pocket is double stitched. Lime and silver 50mm flame retardant reflective tape around legs.			44 42 40 38 36 34 32 30 28	100% 100% 100% 100% 100% 100% 100% 100% 100%		
7.	Flame & Acid Retardant Thermal Jacket & Trouser-		Features YKK Chunky nylon zip Double needle topstitched on shoulders & armholes Flame retardant 50mm silver reflective tape on arms Adjustable size flap on cuff Two square breast pockets with press studded flaps	NAVY BLUE/GREEN		56 54 52 50 48 46 44 42 40 38 36 34 32 30 28	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%		

8.	Branded Cricket hats	Two outer square bottom pockets with press studded flaps Nickel press studs throughout Composition 100% cotton 320gsm fabric flame acid outer 220gsm inner	ALL COLOURS	One size fits all	100%			
9.	Branded T shirts	Polyester, white brim and emblem on the front Departmental logo in front and EPWP logo at the back Branded Round Neck T-shirt. 180 grams Logos: Departmental logo on the left and EPWP logo on the right (front) and EPWP written at the back	ORANGE	S M L XL XXL XXXL	100% 100% 100% 100% 100% 100%			

10.	Safety Vests	Reflective vest with silver high visibility tape in accordance with ISO 20471 Logos: Departmental logo on the left and EPWP logo on the right (front) and EPWP written at the back	ORANGE	S M L XL XXL XXXL XXXXL	100% 100% 100% 100% 100% 100% 100%	
11.	Golf Shirts	EPWP Branded: 170g 100% Polyester moisture management e-Dri Logos: Departmental on the left and EPWP on the right. EPWP written at the back	Black/Orange/White	S M L XL XXL XXXL XXXXL	100% 100% 100% 100% 100% 100% 100%	
12.	Dust Coat	Unisex front buttons, two side slits, double slits, double stitch and 3 pockets Material to be 65% polyester and 35% cotton.	All Colours	S M L XL XXL XXXL XXXXL XXXXXL	100% 100% 100% 100% 100% 100% 100% 100%	

13.	Leather Boots	Logos: Departmental on the left and EPWP on the right. EPWP written at the back	Black						
		Steel toe construction leather boots to be light weight with double density polyurethane antistatic sole in accordance with SABS 1226		3	100%				
				4	100%				
				5	100%				
				6	100%				
				7	100%				
				8	100%				
				9	100%				
				10	100%				
				11	100%				
				12	100%				
14.	Gumboots	Features PVC uppers for optimum flexibility and abrasion resistance. Available with or without steel toe cap. PVC sole for durability. The cleated sole design provides maximum slip resistance. Nylon liner allows for easy cleaning and							
				3	100%				
				4	100%				
				5	100%				
				6	100%				
				7	100%				
				8	100%				
				9	100%				
				10	100%				
				11	100%				
				12	100%				
				13	100%				

		quick drying resulting in maximum hygiene				
		Optimal toe-spring for walking and kneeling				
15.	Rain Coat Yellow/Orange	-Occunomix High Visibility Rain Jackets. Class 3, breathable & Waterproof, Elastic Wrist, Zip On/Off, Hood High Visibility	All colours	S M L XL XXL XXXL XXXXL XXXXXL	100% 100% 100% 100% 100% 100% 100% 100%	
16.	Yellow Household Latex Re Usable Cleaning Gloves	Suitable for Cleaners Specifications Yellow household latex gloves Grip finish on hand Smooth finish on cuff Flock lined Overall length: 30cm	Yellow	S M L XL	100% 100% 100% 100%	

17.	Chainsaw Operator Trouser	Must be made in an ISO 9001 factory Must have standard of 20m/s Must have the best chain clogging fabric Chain clogging pad extends from hip to ankle & fully encloses the calf from knee to ankle.		50 48 46 44 42 40 38 36 34 32 30	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%		
18.	Caution Wet floor A frame Floor Stand	Self Standing Sign, Print Size 160 x 300m. Stand Size 620 x 270m	Yellow		100%		
19.	Caution Danger construction in progress A frame Floor Stand	Self Standing Sign, Print Size 160 x 300m. Stand Size 620 x 270m	Red		100%		
20.	Shin protectors	Must comply with standard of	All colours	One size fits all	100%		

21.	Face protection	<p>FESA 001: 1998</p> <p>Must be able to protect against sharp bladed tools</p> <p>Must have flame resistant shell</p> <p>Must be penetration resistance</p> <p>must be shock absorbing</p> <p>Height must be from ankle to knee</p>	All colours	One size fits all	100%	
		<p>economy face protection</p> <p>lightweight combination with earmuffs</p> <p>Earmuffs must be of EN 352 for noise reduction of to 104 decibels (A)</p> <p>Must have a pivoting nylon visor</p> <p>Must have adjustable head strap</p>				

		Must be of EN1.731 / EN352 standard				
22.	Function Durogrip (Mechanic Grip)	Must be PES knit with heavy-duty latex palm coating Back of hand and fingers must be highly breathable Must be suitable for wet conditions and must be durable.	All colours	One size fits all	100%	
23.	Elbow length rubber gloves	Elbow length PVC rubber gloves in accordance with SABS 316 & SABS ISO 11193	Red	One size fits all	100%	
24.	Nose and face Masks	Nose mask guard dust mask with 90% efficiency	White	One size fits all	100%	
25.	Hard hats	SABS Approved hard hat Type 2 for construction workers with adjustable strap	All colours	One size fits all	100%	
26.	Rubber Gloves	PVC rubber gloves in accordance with SABS 316 & SABS ISO 11193	Red	One Size fits all	100%	

27.	Leather Gloves	Chrome Leather double palm gloves, heat resistant, elbow length, reinforced palm and thumb in accordance with EN 388 & 3132	Grey	One Size fits all	100%	
28.	Safety Socks	Safety socks with antistatic and anti-microbial.	Black	One size fits all	100%	
29.	Protective Safety Goggles (eye protection)	Clear, Polycarbonate, mono lens and ventilation system in accordance with EN 166	Clear Vision	One size fits all	100%	
30.	Disposable mop caps (100 in a pack)	- Non-woven. - Double elastic band for additional strength - Used in cleaning industries.	Blue	One size fits all	100%	
31.	Disposable shoe covers (100 in a pack)	- 2G shoe cover	Blue	One size fits all	100%	
32.	Disposable plastic apron	- 2G pradispo	White	One size fits all	100%	

	(100 in a pack)							
33.	Disposable plastic apron (100 in a pack)	- 2G pradispo	White		One size fits all	100%		
34.	Non-woven coveralls (30 suits in a pack)	- 50G non-woven coveralls (Washable)	White		Large	100%		
35.	Automatic Welding Helmet	Auto Darkening Front Welding Helmet SABS Approved	Black		One size fits all	100%		
36.	Leather Welders Apron One Piece 60x120cm	SABS Approved Leather Welding Apron	Black		One size fits all	100%		
37.	Safety Goggles	SABS Approved Safety Mechanical resistance for impact up to 120m/s	Clear		One size fits all	100%		
38.	Heavy Duty Socks	heavy duty over-the-calf socks are reinforced for extra durability	Grey, Black		All Sizes	100%		
39.	First Aid Kit	-Contents: 1x Antiseptic Solution 100ml, 1x Roll Hypo-Allergenic Paper	White Box		As Per SABS	100%		

40.	Face shield	<p>Tape, 100x Gauze Swabs 75mm x 75mm, 10x Plaster Strips Loose, 10x Sterile Gauze Swabs 75mm x 75mm (5's), 4x First Aid Dressing No. 3, 2x Cottonwool 50g, 4x First Aid Dressing No. 5, 1x Forceps, 2x Green Plastic Interlocking Splints, 1x Scissors, 2x CPR Mouthpiece, 10x Safety Pins, 2x Pairs Gloves Medium, 4x Triangular Bandages, 2x Pairs Gloves Large, 4x Conforming Bandages 75mm, 1x Burn Dressing 10cm x 10cm, 4x Conforming Bandages 100mm, Plaster Roll 25mm x 3, (Elastic Adhesive)</p>		One Size fits All	100%	
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		<p>20cm, full face polycarbonate visor with brow guard with adjustable headband</p> <p>Suitable for working in and around the most typical industrial risks(not including electric arcs)</p> <p>An elasticated adjustable headband for a secure fit regardless of head size</p> <p>Strong and durable polycarbonate visor and polypropylene brow guard</p> <p>Can be used half mask respiratory protective devices</p>	Green	One size fits all	100%	
41.	Knee pads	Knee cap material is of Ethylene Vinyl Acetate (EVA)				

		foam Must be resistant to abrasion, moisture and penetration				
42.	Safety harness	Must be of EN 361 standard Adjustable leg and chest straps Bended position back D-ring Mating buckles on chest and leg straps Sternal webbing Comfortable loops and Easy movement Shoulder straps: water repellent, anti-stain Breaking strength 2700 daN - Other straps: water repellent, anti-stain - Breaking strength 2700 daN - Black anchorage	Green or Blue	One size fits all	100%	

			D-ring – steel Breaking strength 2 300 daN Sternal anchorage p oint long webbing loops Steel mating buckles Breaking point 900 daN				
43.	Respiratory mask		3M 6000 full respiratory mask		Small	100%	
44.	Cartridges		Cartridges 3M 6000 respiratory		To fit in 3M 6000 respiratory	100%	
45.	Safety sign		Running man (left) safety sign (GA3)			100%	
46.	Safety sign		Running man (left) safety sign (GA4)			100%	
47.	Safety sign		Head protection shall be worn safety sign (MV3)			100%	
48.	Safety sign		No smoking safety sign (PV1)			100%	
49.	Safety sign		No Entry beyond this point sign (PV6)			100%	
50.	Safety sign		Fire Extinguisher safety sign (FB2)			100%	
51.	Safety sign		Fire Hose Reel safety sign (FB3)			100%	

52.	Safety sign	SABS Stairs Going up (right) Photoluminescent (Glowing the dark) safety sign (GP5)			100%			
53.	Safety sign	SABS Stairs Going up (left) Photoluminescent (Glowing the dark) safety sign (GP6)			100%			
54.	Safety sign	Beware of Electric Shock safety sign (ww7)			100%			
55.	Safety sign	Notice Face Mask required Employees and Visitors sign (D6585)			100%			
56.	Safety sign	How to wear a mask sign (D6520)			100%			
57.	Desk shield	Protective reception desk shield to be put on top of the desk to protect or as a barrier between two people. 1.5MM PLEXIGLASS ITS FEET.	Clear Acrylic	Width 600mm X Height 600mm	100%			
				Width 1000mm X Height 600mm	100%			
				Width 1200mm X Height 800mm	100%			
						Width 800mm X Height 600mm	100%	
						Width 1000mm X Height 800mm	100%	

			Width 1500mm X Height 800mm	100%	

FORM OF OFFER

	Total
	VAT-15%(Where Applicable)
	Grand Total(Tender Amount)

PRICE IN WORDS:.....
.....
.....

Signed:.....

Bidder:.....

Capacity:.....