



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA

## BID DOCUMENT

**PO: 2019/20:005 APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE; SUPPLY AND DELIVER THE NATIONAL ORDERS INSIGNIA TO THE PRESIDENCY FOR A PERIOD OF THREE (3) YEARS**

**BID NUMBER:** PO: 2019/20:005  
**CLOSING:** 18 NOVEMBER 2019  
**TIME:** 11:00 AM  
**VALIDITY PERIOD:** 150 DAYS  
**BRIEFING SESSION:** DATE : 07 NOVEMBER 2019  
TIME : 10:00  
VENUE: UNION BUILDINGS

**NB:** All documents should be completed with black ink.

Kindly take note of the following attached documentations:

**Section 1: Standard Bidding Documents**

**Section 2: Special Conditions (Specification /Terms of Reference)**

**Section 3: Briefing Session Certificate**

**Section 3: General Conditions**

**NB: Standard bidding Documents (SBDs) Forms MUST be fully completed with a black ink only ,and not re –typed .Where the cancellation is made ,bidder MUST sign .The use of Tipex or related Materials is not allowed .Failure will result in the Bid /Proposal been Disqualified /Invalidated.**

**Bidders must submit original, disc and additional 1 copy of the bid documents, Failure to do so will result in the bid/proposal disqualified/invalidated**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	PO 2019/20 :005	CLOSING DATE:	18 NOV 19	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE; SUPPLY AND DELIVER THE NATIONAL ORDERS INSIGNIA TO THE PRESIDENCY FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE PRESIDENCY					
UNION BUILDINGS					
GOVERNMENT AVENUE					
ARCADIA PRETORIA					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	OUPA KEKANA /MADIRA SELOMO		CONTACT PERSON	Mr DUMISANI MAHLASELA	
TELEPHONE NUMBER	012 300 5200 (5983/5951)		TELEPHONE NUMBER	(012) 300-5251	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Tenders @presidency.gov.za		E-MAIL ADDRESS	DumisaniM@preisndecy.gov.za	
<b>SUPPLIER INFORMATION</b>					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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**

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <b>PO 2019/20 :005</b>
Closing Time <b>11:00</b>	Closing date <b>18 November 2019</b>

**OFFER TO BE VALID FOR 150 DAYS FROM THE CLOSING DATE OF BID.**

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

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>"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.

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

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

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

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

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

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

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

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

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



**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price calculated on the following formula in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

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

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

- 4.1 In terms of Regulation 6 (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 (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	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 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?  
 (*Tick applicable box*)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
 (*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
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		
<b>OR</b>		
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_development/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>
Leather Laptop Trolley Bag	100%

**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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

.....  
**NB**



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

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

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

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

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

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

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



<b>SIGNATURE:</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 1</b> _____	<b>DATE:</b> _____
<b>WITNESS No. 2</b> _____	<b>DATE:</b> _____

### Annex C

#### Local Content Declaration - Summary Schedule

(C1)  
(C2)  
(C3)  
(C4)  
(C5)  
(C6)  
(C7)

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

Puja EU GBP

Note: VAT to be excluded from all calculations

Tender Item no's (C8)	List of items (C9)	Calculation of local content						Tender summary								
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted Imported content (C12)	Imported value (C13)	Local value (C14)	Local content % (per item) (C15)	Tender Qty (C16)	Total tender value (C17)	Total exempted imported content (C18)	Total Imported content (C19)					
Signature of tenderer from Annex B											(C20) Total tender value	(C21) Total Exempt imported content	(C22) Total Tender value net of exempt Imported content	(C23) Total Imported content	(C24) Total local content	(C25) Average local content % of tender

Date: \_\_\_\_\_

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

EU R 9.00      GBP R 12.00

A. Exempted imported content

Tender item no's	Description of Imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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

Tender item no's	Description of Imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				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

Description of Imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				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

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(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)
<b>(E9) Total local products (Goods, Services and Works)</b>			<input style="width: 80%;" 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:**

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:	.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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 (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

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

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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

**SECTION 3**

**BRIEFING SESSION ATTENDANCE CERTIFICATE (PO: 2019/20:005)**

The briefing session certificate must be signed and stamped by two representatives of the Presidency after the session has been completed. The briefing session certificate must also be signed by the company's bidder/representative. The original signed briefing session certificate must be submitted with bidding document as required in terms of the bid documentation.

Failure to comply with above requirements will invalidate the Bid.

I attend the compulsory briefing session on the date of the **07 NOVEMBER 2019 AT 10:00** inserted below:

**NAME OF BIDDER/REPRESENTATIVE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

This is to certify that \_\_\_\_\_ of company \_\_\_\_\_

Attended the briefing session on the **07 NOVEMBER 2019 AT 10:00** and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCM OFFICIAL 1:**

**NAME OF OFFICIAL**

**DATE:**

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TECHNICAL OFFICIAL 2:**

**NAME OF OFFICIAL**

**DATE:**

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TECHNICAL OFFICIAL 2:**

**NAME OF OFFICIAL**

**DATE:**

**THE PRESIDENCY STAMP**



THE PRESIDENCY  
REPUBLIC OF SOUTH AFRICA  
SUPPLY CHAIN MANAGEMENT

---

**SPECIFICATION OR TERMS OF REFERENCE FOR APPOINTMENT OF A SERVICE PROVIDER TO MANUFACTURE; SUPPLY AND DELIVER THE NATIONAL ORDERS INSIGNIA TO THE PRESIDENCY FOR A PERIOD OF THREE (3) YEARS**

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**1. REQUEST FOR PROPOSALS/BIDS (RFP)**

- 1.1. The objective of this request for proposals (RFP) is to appoint a Service Provider/Bidder to manufacture; supply and deliver the National Orders Insignia to The Presidency for a period of three (3) years.

Bids pertaining to National Orders Insignia are subjected to local content requirements in accordance with Regulation 9(1) of the Preferential Procurement Regulations, 2017.

**2. SCOPE AND EXTENT OF WORK**

- 2.1 The requirements are that a service provider be appointed, to manufacture; supply and deliver the National Orders Insignia to The Presidency for a period of three (3) years. The services are inter alia as follows:

- 2.2 **Metal:** Metal must be supplied and used by the manufacturer. Metal must be of South African origin. No imported alloy will be permitted. **The metal to be** as per tender specification and comply with:

**2.2.1 Gold: the relevant requirements of type G750 of SABS 29**

**2.2.2 Silver: the relevant requirements of type S925 of SABS 29**

**2.2.3 Bronze: the relevant requirements of designation CZ101 (90/10 Brass) of BS 2870**

**2.3 Ribbon (neckband & miniatures).**

**2.3.1 The ribbons shall**

- i) have been manufactured **locally**
- ii) have been made in accordance with sound manufacturing practice
- iii) have been made from uniform and well-prepared yarns
- iv) have a calendered finish
- v) be of acceptable uniform make, width, colour(s) and finish
- vi) be free from defects that impair their appearance or that may affect their serviceability or both
- vii) be delivered in a clean and commercially dry condition
- viii) be at least equal in quality, handle and appearance to the corresponding sealed sample held by The Presidency

**2.3.2 The selvedge (the edges of ribbon material) shall be:**

- i) Straight
- ii) Firm
- iii) Woven
- iv) In the case of ribbons woven on a shuttle less loom, the picks shall be interlocked at or near the selvedge, by a locking thread that will prevent unravelling of the selvedge during use.

**2.3.3 The means of interlacing of the locking thread with the weft yarn shall be such that**

- i) the locking thread cannot be pulled out of the body of the ribbon
- ii) in the event of a breakdown of the locking thread, continued unravelling of the selvedge will not occur

**2.3.4 The colour(s) used in the ribbons shall:**

- i) be an acceptable match to the pantone colours given in the profiles, in terms of SABS 076-6.

**2.4 The following orders are to be manufactured in metals stated in point 2.2.**

The Order of Mapungubwe consists of two elements:

A modified triangle below and an oval above

The overall dimensions in millimeters are as follows;

**Neck Badge** 58(W) X 70(H) X 8(T)  
**Miniature** 19.4(W) X 22.2(H) X 3.7(T)  
**Lapel Rosette** 19.4(W) X 22.2(H) X 3.7(T)

The Order of the Baobab consists of a nonagon geometry held within an organic holding shape:

**Neck Badge** 52.5(W) X 60(H) X 5(T)  
**Miniature** 17(W) X 20(H) X 2.2(T)  
**Lapel Rosette** 17(W) X 20(H) X 2.2 (T)

The Order of the Companions of O.R Tambo is a vertical oval with sweeping hooks on either side and also consists of a walking stick.

The overall dimensions in millimeters are as follows:

**Walking Stick** 140W at the top X 8.20(H) X 30(T) excluding the snake  
**Insert** 38.5(W) X 58.7(H) X 5.7(T)  
**Neck Badge** 38.5(W) X 58.7(H) X 5.7(T)  
**Miniature** 12..6(W) X 20(H) X 2.5 (T)  
**Lapel Rosette** 12..6(W) X 20(H) X 2.5(T)

The Order of Luthuli's dimensions in millimeters are as follows:

**Neck Badge** 56.6(W) X 70.1(H) X 8.1(T)  
**Miniature** 20.8(W) X 25(H) X 2.2 (T)  
**Lapel Rosette** 20.8(W) X 25(H) X 2.2(T)

The Order of Ikhamanga's dimensions in millimetres are as follows:

**Neck Badge** 45.8(W) X 70(H) X 7.8(T)  
**Miniature** 20(W) X 30.5(H) X 3.5 (T)  
**Lapel Rosette** 20(W) X 30.5(H) X 3.5(T)



The Mendi Decoration for Bravery's dimensions in millimeters are as follows

**Neck Badge** 40.2(W) X 62.3(H) X 6.7(T)

**Miniature** 20.1(W) X 31.4(H) X 3.5 (T)

**Lapel Rosette** 20.1(W) X 31.4(H) X 3.5(T)

The Order of the Republic of South Africa's Miniature and Rosette shall be made of Gold that complies with the relevant requirements of SABS 29 for gold alloy G750, also known as 18 carat Gold. The Order shall be decorated with three Diamonds of 3mm diameter and a further two Diamonds of 1.5mm diameter. The colour of the Diamonds shall be J to K and clarity SI1 to SI2.

## **2.5 Boxes**

### **2.5.1 Materials:**

**The boxes and inserts for packing of the neck decorations, rosettes, miniatures to be:**

- i) made from high density MDF (also known as Supawood®<sup>1</sup>)
- ii) **The high density MDF to comply with:** the relevant requirements of SABS 540 Part 1
- iii) **The high density MDF to be:** stained with a mahogany coloured stain to render a deep burgundy colour finished and sanded to render a satin smooth finish

**The finish comprises of sealing and dragging repeated at least three times**

**NOTE: The nominal finished size of the box shall be approximately 200mm X 200mm**

## **2.6 Workmanship**

**2.6.1 The impression of the design on the obverse and reverse of each neck decoration, miniature, and lapel rosette shall be:**

- i) accurate; clear and a sharp representation of the design on the corresponding brass pre-production samples and appendix B

---

<sup>1</sup> Supawood®) Supawood is an example of a suitable product available commercially. This information is given for the convenience of the users of this standard and does not constitute an endorsement by the Presidency of this product

**2.6.2 The orders, miniatures, lapel rosettes shall be free from defects that:**

- i) affect their appearance
- ii) affect their serviceability (or both)

**2.6.3 The surfaces of the neck decoration, miniatures, and lapel rosettes shall be:**

- i) Smooth
- ii) Polished
- iii) free from pitting, cracks and surface blemishes

**2.7 Design and finishing**

**2.7.1 Design**

**The neck decoration, miniatures, lapel rosettes shall:**

- i) be of the design and shape as indicated in appendix B
- ii) have a 3-D effect

**2.7.2 Enamelled finish**

**The enamelled finish on the relevant part of a neck decoration, miniature, or lapel rosette shall be:** confined to the area prescribed by the design of the colour as described.

**2.7.3 The areas intended to be enamelled shall be:**

- i) suitably recessed to ensure good adhesion

**2.8 Definition:**

This specification covers the materials and make of National Orders for the Republic of South Africa.

- i) **acceptable:** Acceptable to the authority administering this specification or to the parties concluding the purchase contract, as relevant
- ii) **nominal:** Subject to the tolerances normal to good manufacturing practice
- iii) **defective:** A Neck decoration, Lapel rosette, Miniature and Walking Stick that fails in one or more respects to comply with the relevant requirements of this specification

### **3. Local Content and Production Requirements**

#### **3.1 Stipulated minimum threshold**

The prescribed threshold percentage for local production and content of ribbon is 100%, thus only locally produced or locally manufactured products from local raw materials in accordance with the required threshold values will be considered. Also refer to this link: <http://www.treasury.gov.za/divisions/sf/sc/default.aspx>.

#### **3.2 Calculation of the local content**

3.2.1 The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 should be used to calculate local content. (Attached to the bid document)

3.2.2 The Declaration Certificate for Local Production and Content (SBD 6.2 – Annexure B) together with Annexure C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid.

3.2.3 The SABS approved technical specification and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annexure C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annexure C) and E (Local Content Declaration: Supporting Schedule to Annexure C)] are accessible to all potential bidders on the DTI's official website [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.

3.2.4 The local content (LC) expressed as a percentage of the bid price will be calculated in accordance with the following formula:

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

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 will be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date that the bid has been advertised.

#### **4. MONITORING AND EVALUATION OF THE PROJECT**

- 4.1. All work is to be carried out in accordance with the time schedule as agreed upon with the Project Manager and within the agreed deliverable and terms and conditions of the signed contract.
- 4.2. Monitoring and evaluation of performance and adherence for the manufacture; supply and delivery of the National Orders Insignia will be done by the Project Manager.
- 4.3. In carrying out the duties as prescribed in 4.2 above, the Project Manager will be assisted by a Technical Team

#### **5. LEGISLATIVE FRAMEWORK**

Bids will be subject to the Supply Chain Management (SCM) conditions as follows:

- 5.1 The Preferential Procurement Policy Framework Act, Act No. 05 of 2000 and the Broad Based Black Economic Empowerment Act, Act 53 of 2003 will apply to this bid.
- 5.2 Preferential Procurement Policy Framework Act, 2000: Preferential Regulations 2017.
- 5.3 In accordance with this Act, submission will be adjudicated on the 80/20 points System and the B-BBEE codes of good practice as gazetted. Price will make up the total of 80 points, and B-BBEE contributor level will be allocated the remaining 20 points.
- 5.4 The Public Finance Management Act, Act 1 of 1999
- 5.5 Protection of Personnel Information Act, Act 4 of 2013
- 5.6 The Presidency Supply Chain Management Policy

#### **6. SPECIAL CONDITIONS OF THE PROPOSALS**

- 6.1 The bid/proposals should be submitted with all required information containing; information on the minimum threshold for local content and production, technical and price information.

- 6.2 Only bidders who score at least **70%** for the technical information will be evaluated further on price and B-BBEE contributor level/status.
- 6.3 A service level agreement/contract shall be signed with the preferred bidder. The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period. The Presidency reserves the right to terminate the contract should the successful bidder no longer meet the B-BBEE contributor level or status.
- 6.4 The successful bidder will be required to submit valid and original B-BBEE certificate, valid and original tax clearance certificate on annual basis for the duration of the contract.
- 6.5 The Presidency reserves the right to conduct site inspection and to view the manufacturing facilities prior to the conclusion or awarding of contracts to the shortlisted bidders.
- 6.6 The successful bidder/s **MUST** deliver the Insignia within six (6) weeks from the receipt date of an official order and or award of a contract.
- 6.7 Bidder/s should note that, the quantities indicated on the bid documents are **ONLY** estimates for the contract duration, and secondly the Presidency reserves the right not to procure the quantities of Insignia items as provided and or specified in the bid documents.
- 6.8 The successful bidder **MUST** only deliver the Insignia and quantities as specified on the departmental order form/documents
- 6.9 Pricing schedule (attached as Annexure A) **MUST** fully(per item) be completed with a black ink( failure to do so the bid/proposal will be disqualified/invalidated)
- 6.10 The successful bidder will have to enter into a service level agreement (SLA) or special conditions of contract with The Presidency.
- 6.11 The Presidency reserves the right not to award this contract.
- 6.12 The bidder (Directors, members of close corporation and employees) involved with the contract or having access to information relating to the contract must be prepared to go through the required process of security clearance and background checks prior to appointment.

- 6.13 Bidders are requested to submit the B-BBEE accreditation certificates from reputable service providers accredited by SANAS (check sanas.co.za); failing which the BEE points claimed will be forfeited.
- 6.14 SLA/contract shall be signed with the preferred bidder. The successful bidder may not alter or reduce its B-BBEE contributor level or status during the contract period.
- 6.15 The successful bidder will be required to submit a valid and original BBEE and SARS unique number/Pin to verify tax status; failure to submit accordingly will result in disqualification
- 6.16 Telegraphic, telefax or late tenders/bids will not be accepted and will be disqualified.
- 6.17 **Standard Bidding Documents (SBD) forms** MUST be fully completed with a black ink only, and not to be re-typed. The use of tippex (eraser) or related material is also not allowed.
- 6.18 The contract may be terminated by The Presidency during its period after thirty (30) days written notice, should the contractor be found to be negligent or not perform in accordance with the set contractual stipulations, bid documents, proposals received and service level agreement to be entered into.
- 6.19 Payment will be made within 30 days after receipt of original invoice upon delivery of the service to the satisfaction as per the criteria and quality of The Presidency.
- 6.20 Proposals must be submitted in a sealed envelope, Disc / CD and (1) original and (1) Copy of tender document must be submitted. Failure to submit these will result in the proposal being disqualified.
- 6.21 The Presidency reserves the right to conduct site inspection prior to the conclusion or awarding of contracts to the shortlisted bidders.
- 6.22 The Presidency reserves the right to appoint more than one contractor to finalize aspects of the work outlined, if it is so deemed fitting.

## 7. ADDITIONAL INFORMATION ON BID PROPOSALS

- 7.1 How a joint venture (if the bidders are a joint venture between a BEE firm and a non-BEE firm) will split the work between the firms. The detail must be such that Presidency can audit the actual work allocation during the delivery to enforce the transfer of skills between the two firms. (The percentage involvement of each company in the joint venture should also be indicated). Please note that all members of the joint venture should sign the contract and are jointly and severally liable for the entire assignment.
- 7.2 The Presidency will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bids thereof.
- 7.3 Please take note that Presidency is not bound to select any of the firms submitting proposals. The Presidency reserves the right not to award any of the bids and not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred supplier.
- 7.4 Traveling costs and time spent or incurred between supplier's offices will not be for the account of the Presidency
- 7.5 **Standard Bidding Documents (SBD)** forms **MUST** be fully completed with a black ink only, and not to be re-typed,(these include the SBD 6.2 for local production and content for designated sectors and Annexure C,D and E) failure to adhere to these the bid will be disqualified).

## 8. SECURITY REQUIREMENTS

The award of this bid will be subject to positive security screening of all staff members to be deployed by the service provider in accordance with the State Security policy.

## 9. PAYMENT TERMS

- 9.1 The Presidency undertakes to payout in full within 30 (thirty) days from receipt date of original invoice all valid claims for work done to its satisfaction. No payment will be made where there is outstanding information/work not submitted

by the appointed or contracted Service Provider, payment will only be processed after receipt of outstanding information.

## **10. CLARIFICATIONS AND ADDITIONAL INFORMATION**

The Presidency may request clarification or additional information regarding any aspect of the proposals as submitted. Should this be requested, the additional information may be provided at the time of presentation to the Bid Evaluation Committee. Should this be necessary, bidding companies will be notified in advance. The above-mentioned evaluation criteria will also apply when a presentation is requested.

## **11. EVALUATION PROCESS/BID EVALUATION CRITERIA**

Bid Evaluation can only be done on the basis of information, which we asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.

A five (5)-phased approach will be followed during the evaluation phase. All proposals received will be evaluated in accordance with the **80/20** point system as prescribed in the Preferential Procurement Regulation of 2017.

### **11.1 PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

Only service providers that have the following will be considered for the next phase:

***“an EME or QSE in terms of a code of good practice on black economic empowerment issue in terms of section 9(1) of the Black Economic Empowerment Act;***

- a. The service provider or company must at least be 51% owned by black people

### **11.2 PHASE 2 - ADMINISTRATIVE COMPLIANCE**

During this phase the standard bid documents will be checked. Only suppliers who correctly completed/submitted all the documents will move on to the next phase.

Note that all the required documentation must be signed by a duly authorised representative. The required documentation are as follows:

- a) Signed declaration of interest (SBD 1)
- b) Signed declaration of interest 3.1 (Pricing Schedule )



- c) Signed declaration of interest (SBD 4)
- d) Signed Preference points claim form (SBD 6.1)
- e) Signed Preference points claim form (SBD 6.2)
- f) Signed declaration of suppliers past supply chain management practices (SBD 8)
- g) Signed certificate of independent bid determination (SBD 9)
- h) Signed compulsory briefing session attendance certificate
- i) Valid BEE level certificate (only if preference points are claimed)
- j) Reference letters indicating similar work or project demonstrating the bidders past experience, indicating the name of the bidders clients, the type of the projects and the duration of the projects
- k) Supplier / service provider must submitted a signed letter on the company letterhead confirming that they will attend all the monthly performance meetings with The Presidency
- l) Names, Certified ID copies and total number of employees
- m) Certified ID /Identification document copies of owner(s)
- n) Company registration, e.g. CK document
- o) Company's profile
- p) Must be registered on CSD (MAA...) **Central Supplier database** and registration report attached
- q) Detailed project Plan

### 11.3 PHASE 3 –LOCAL PRODUCTION AND CONTENT EVALUATION

- a) **Local Production and content:** All /bids that will not meet the required minimum threshold for local content as stipulated in the specification/bid documents will be disqualified and they won't be evaluated further on functionality/information.
- b) Evaluation in terms of the stipulated minimum threshold for local production and content in all items required. Bidders must submit the SBD6.2 (Declaration Certificate for Local Production and Content for designated sectors)and Annexures C Summary ,D & E (Local Content Declaration: Summary Schedule)

#### 11.3.1 Stipulated minimum threshold

- a) The average minimum threshold percentage for local production and content of ribbon is 100%, thus only locally produced or locally manufactured products from local raw materials in accordance with the required threshold values will be considered.

### 11.4 PHASE 4 – TECHNICAL FUNCTIONAL EVALUATION

Only proposals that met the criteria set for local production and content compliance phase will qualify for this phase. During Phase the proposal will be evaluated according to the evaluation criteria defined below:

No	Technical Information/Functionality	Weight
1.	The overall ability of the service provider to manufacture National Order Insignia on ad-hoc request. Bidders must samples of work manufactured before, which should contain the required specs elements above. Specifically, the samples should be as follows: i) metal only; ii) wood only; iii) scrolls only; and iv) metal, wood, and scrolls	(50)
2.	<b>Detailed Project Plan:</b> Bidders must outline how the manufacturing process will operate and be managed, including preparations and equipment available for manufacturing and delivery of national orders insignia when required by The Presidency. There must be clear deliverables and time frames for each task to be completed	(20)
3.	To demonstrate their capacity and professional ability/competency in the metal art work industry, bidders are required to submit with their bids a company profile and the curriculum vitae (CV) of the person who will be managing the project from their side. Track record and experience of the company in the metal art industry: Both the company profile and the CV of the project leader must provide relevant references and years of experience with current contact details.	(30)
<b>Total</b>		<b>100</b>

## BREAK DOWN OF THE FUNCTIONALITY

Technical Information/Functionality	Points	Weight
1. Provide samples of certified material to be used as specified in the annexure for detail item list or requirement must be submitted. (If a bidder/supplier is not a manufacturer a letter or valid agreement with the manufacturing company must be attached to the bidding documents.)	<p><b>(50)</b> metal, wood, and scrolls</p> <p>Metals and wood <b>(25)</b></p> <p>Metal and scrolls <b>( 25)</b></p> <p><b><i>N.B All the samples must be as per the specification on the Annexure</i></b></p>	<b>(50)</b>
2. Detailed Project Plan: Indicate work schedule of clear deliverables and time frames for each task to be completed	<p><b>(10)</b> Project plan</p> <p><b>(20)</b> Detailed project plan including deliverables and time frames for each task completed.</p>	<b>(20)</b>
3. Bidder/Supplier's experience in manufacturing Insignia in both the public and private sector (written proof of current or previous contract/reference letter on the client or company letter head must be attached) include CV' of the Project Leader	<p><b>(5)</b> 0-5 years</p> <p><b>(15)</b> 5-10 years</p> <p><b>(30)</b> 10 and above</p>	<b>(30)</b>
<b>Total</b>		<b>100</b>

Only bidders who score **70%** and above on functionality will be considered and evaluated further on Price and Broad Based Black Economic Empowerment contributor level (B-BBEE)

**11.5 PHASE 5 - PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION**

The bid will be awarded to the bidder who scored the highest points in terms of price and B-BBEE status level contribution. The evaluation criteria for this phase are as set below:

Criteria applicable	Weight
Price	80
B-BBEE Status Level of Contribution	20

The bid will be awarded to the bidder who scored the highest points in terms of Price and B-BBEE status level contribution

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b> different font size	<b>NUMBER OF POINTS (80/20 SYSTEM)</b> different font size
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

**12. INFORMATION REQUIRED**

- 12.1 Bid Evaluation can only be done on the basis of information which was asked for. The comprehensiveness of the bid can therefore be decisive in the awarding thereof.
- 12.2 Work closely with the Chancery of Orders and Ceremonial Services; and be willing to adapt to the planning framework used by organisation, including the use of consistent terminology used by the Outcomes-Based methodology of government
- 12.3 Have a good understanding of The Presidency and the government planning process, and its relevant legislative prescripts.
- 12.4 Be familiar with and use the planning concepts and methodology used by the Presidency (outcomes based planning methodology).

**13. CONFIDENTIALITY**

- 13.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified in writing that he/she has been awarded the contract.
- 13.2 No material or information derived from the procurement and provision of the service under this contract may be used for any purposes other than those of The Presidency, except where authorised in writing to do so.

**14. ACCEPTANCE OF THE SPECIAL CONDITIONS AND GENERAL CONDITIONS OF CONTRACT**

- 14.1 Failure to accept the Special Conditions and General Conditions of the Contract or part thereof may result in bid not being considered.

**THE BIDDER MUST COMPLETE THE FOLLOWING:**

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the company hereby certify that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE.....

CAPACITY.....

Contact person of company:

\_\_\_\_\_

## **15. DISCLAIMER**

The Presidency, reserves the right not to award the bid. The Presidency also reserves the right to award the bid in part.

## **16. TERMINATION OF CONTRACT**

16.1 The Presidency will enter into a Service Level Agreement (SLA) with the successful service provider, but reserves the right to terminate the agreement if there are reasonable grounds for considering that there is non-compliance or under-performance.

## **17. SUBMISSION OF PROPOSALS**

17.1 Completed bid documents should be sealed, clearly marked 'The Presidency' with the correct Bid Number and deposited in the bid/tender box that is accessible 24 hours at, Union Building, Government Avenue, Arcadia, and Pretoria on or before 18 November 2019 at 11:00 am.

17.2 Deviations from specifications will result in disqualification. So would be late submissions.

17.3 Bidders must ensure that they have received all pages of this documentation. Bid documents must be submitted in an original format and not removed from this document.

## **18. COMPULSORY BRIEFING SESSION WILL BE CONDUCTED**

### **Physical address:**

The Presidency  
Union Building, government Avenue  
Arcadia, Pretoria  
Date: 07 November 2019

Time: 10:00 am

Venue: Union Building, government Avenue

## **19. ENQUIRIES**

### **For technical enquiries**

**Contact person:** Mr. Dumisani Mahlasela      (012) 300-5251

## For bidding procedures

### Contact persons:

- Ms. Madira Selomo (012) 300-5951
  - Mr. Oupa Kekana (012) 300-5983
- Email: [tenders@presidency.gov.za](mailto:tenders@presidency.gov.za)

## 20. GENERAL

It is incumbent upon the Bidder to provide all relevant information to promote or advance its tender offer.

The Presidency may request clarification or additional information regarding any aspect of the bids that were submitted. Bidders must respond to requests by The Presidency for additional information within three working days after the request has been made. Failure to comply may invalidate the potential service provider. The Presidency may also request the bidder to provide this information at a presentation to the Bid Evaluation Committee. Should this be necessary, The Presidency will inform bidding companies in advance.

All documentations must be completed in full. Failure to comply with this requirement will invalidate the tender offer. All relevant documents must be signed by a person duly authorised by the **Bidder**.

## **Annexure A**

# **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.



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## General Conditions of Contract

### 1. Definitions

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

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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



- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation Programme (NIP)**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.