

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SOCIAL DEVELOPMENT					
BID NUMBER:	DSDP 25/22	CLOSING DATE:	12 December 2022	CLOSING TIME:	11H00
DESCRIPTION	Supply and Delivery of School Uniforms, Clothes and Blankets to Orphans, Vulnerable Children, Youth and Families at Mopani District in Limpopo Province for a Period of Thirty-Six (36) Months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Department of Social Development					
21 Biccard Street (Olympic Towers Building)					
POLOKWANE					
0700					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Seopa PA		CONTACT PERSON	Ntjie PN	
TELEPHONE NUMBER	(015) 230 4440 or 079 699 2308		TELEPHONE NUMBER	015 230 4374/13 or 060 758 1188	
FACSIMILE NUMBER	(015) 291 2226		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<u>SeopaPA@dsd.limpopo.gov.za</u>		E-MAIL ADDRESS	<u>NtjieP@dsd.limpopo.gov.za</u>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABAS E 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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or

² 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.

arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** 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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 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		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 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 certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. ... DSDP 25/22.....

ISSUED BY: (Procurement Authority / Name of Institution): . DEPARTMENT OF SOCIAL DEVELOPMENT LIMPOPO.

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.		Note: VAT to be excluded from all calculations
(E2)	Tender description:		
(E3)	Designated products:		
(E4)	Tender Authority:		
(E5)	Tendering Entity name:		

	Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	
		(E6)	(E7)	(E8)	% of C
		(E9) Total local products (Goods, Services and Works)		R 0	
(E10)	Manpower costs	(Tenderer's manpower cost)		R 0	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		R 0	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		R 0	
				(E13) Total local content	R 0
				This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010**

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering,

gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract Documents and information; inspection.

5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in

connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

- 9. Packing**
- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. Delivery and documents**
- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.
- 11. Insurance**
- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services**
- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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 cancelling 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 antidumping 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 wilful 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** 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

- 34. Prohibition of Restrictive practices**
- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



DEPARTMENT OF
SOCIAL DEVELOPMENT

SUPPLY AND DELIVERY OF SCHOOL UNIFORMS, CLOTHES AND BLANKETS TO ORPHANS, VULNERABLE CHILDREN, YOUTH AND FAMILIES IN MOPANI DISTRICT FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. PURPOSE

- 1.1. The purpose of these Terms of Reference (TOR) is to procure the services of a service providers / suppliers to supply and deliver school uniform, clothes and blankets to orphans, vulnerable children, Youth and families.
- 1.2. The contract will be for a period of thirty-six (36) months.

2. BACKGROUND

- 2.1. Limpopo Department of Social Development ensures provision of comprehensive integrated, sustainable and quality social development services to the vulnerable individuals, families and communities in partnership with relevant stakeholders. The department derives its legislative mandate from the Constitution of the Republic of South Africa Act no 1 of 1996, (section 27 (1) (c), "*providing for the right access to appropriate social assistance to those who are unable to support themselves and their dependants*").
- 2.2. The study on Socio-Economic Impact of HIV and AIDS on population in Limpopo Province has indicated that most affected individuals, households and communities experience HIV and AIDS impact in a context of poverty and general socioeconomic vulnerability. Illness and death of the economically active people in the households due to HIV and AIDS leads to a disruption in the income-generating activities of household members.
- 2.3. Children of school going age are unable to attend school due to lack of resources which include amongst other things school uniform. In response to the identified challenges, the Department of Social Development has embarked on a programme to provide school uniform to the identified beneficiaries.

- 2.4. The department is also providing material services to children and older persons in need of care and protection as well as vulnerable families.
- 2.5. The department also procures uniform to its staff members appointed at various districts and institutions
- 2.6. The department envisages to appoint service providers / suppliers to supply and deliver school uniform, clothes, and blankets to identified beneficiaries to realize this objective.

3. DEFINITIONS

DEFINITIONS	
Acceptable Bid	Any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document
Administrative Requirements	This are inherent requirements of the bid, therefore failure to comply or satisfy any of the requirements shall result in the invalidation of the Bid during administrative compliance stage
Bid	A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods
Bidder Agent	Any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Social Development or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department
Bidders	Any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Social Development to submit a bid in response to this bid invitation
Client	Government departments, provincial and local administrations that participate in Department of Social Development procurement processes
Comparative Price	The price after deduction or addition of non-firm price factors, unconditional discounts, etc.
Consortium	Several entities joining forces as an umbrella entity to gain a

	strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid
Department	The Limpopo Department of Social Development
Disability	Means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being
Firm Price	The price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract
Functionality	The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender document
Goods	Any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Social Development's delegate by the successful Bidder in terms of this bid
Joint Ownership	(also known as equity JVs) the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment
Joint Venture	Two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses
Management	In relation to an enterprise or business, an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director
Non-firm Price (s)	All price(s) other than firm price(s)
Organ of State	A constitutional institution defined in the Public Finance

	Management Act, Act 1 of 1999.
Person(s)	Refers to a natural and/or juristic person(s).
Prime Bidder	Any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her
Rand Value	The total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties
SMME	Bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996)
Successful Bidder	The organization or person with whom the order is placed or who is contracted to execute the work as detailed in the bid
Trust	The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person
Trustee	Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person
Sub-contracting"	Means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in executing part of a project in terms of a contract.
Rand Value"	Means the total estimated value of a contract in Rand denomination, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties

4. SCOPE OF WORK

The appointed service providers / suppliers will be required to:

- 4.1. Provide all items as set out in the Terms of Reference.
- 4.2. Package the school uniform items as per lists and per beneficiary, that will be provided by the department only.
- 4.3. Deliver the required items that are in accordance with the specifications to the department as per the official purchase order or promissory note / letter.

4.4. Liaise with relevant schools and endusers to ensure that the correct items are provided.

4.5. The required items must be delivered to the ordering institution.

5. QUALITY AND SAMPLE OF SCHOOL UNIFORM, CLOTHES AND BLANKETS

5.1. The quality of the items to be supplied must strictly be the same as the qualities stated in the specifications.

5.2. The quality must comply with the provisions of the relevant South African Bureau of Standards (SABS) approved technical specifications.

5.3. Sample of full school uniform, clothes and blankets will be inspected during site visits.

5.4. The department reserves the right to cancel the contract if the quality of goods supplied do not meet the requirements of the specifications

6. ORDERING AND PAYMENT PROCESSES

6.1. Official purchase orders or promissory notes / letters will be issued by the purchasing office.

6.2. Invoice will only be accepted upon delivery of satisfactory performance

6.3. Payment will be effected within thirty (30) days from date of receipt of the invoice.

6.4. Part payments will not be accepted unless agreed upon by the parties in writing.

7. DELIVERY

7.1. No delivery shall be made prior to receipt of official purchase order or promissory note / letter from the department.

7.2. Delivery shall be in terms of the specification requirements and the purchase order issued.

7.3. The items shall be delivered at the Department of Social Development institution that has issued the official purchase order.

7.4. Deliveries shall be made during official working hours: between 7h30-14h00.

7.5. No items shall be received by the department if they do not meet the specification requirements.

7.6. The department will not incur costs for returned items that do not meet the specification.

7.7. Delivery of items should be within four to six weeks and in case of social relief of distress (disaster), delivery should be within seventy-eight (78) hours.

- 7.8. In case of non-compliance with delivery time frames, General conditions of Contract will be implemented.
- 7.9. Failure to deliver within the stipulated delivery period, will lead to goods sourced on quotations based on the provision of the General Conditions of Contract clauses 21.4 and/or 21.6.
- 7.10. Persistent failure to deliver and deviation from the specification will ultimately lead to cancellation of the contract.
- 7.11. **Delivery Points are as follows:**

INSTITUTION	DELIVERY POINT
Mopani District Office	Department of Social Development, UNIGAZ Building, GIYANI
Irish Home Child and Youth Care Centre	Mopani District (Giyani)

8. BID AWARD AND CONTRACT CONDITIONS

- 8.1. Each bid, once submitted, constitutes a binding and irrevocable offer to provide the required goods on terms set out in the bid, which offer cannot be amended after its date of submission.
- 8.2. Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.
- 8.3. Bidders must quote for all categorized items. Failure to quote for all categorized items in a category will invalidate the bid.
- 8.4. **Non- attendance of compulsory briefing session is an automatic disqualification** (All Consortia / Joint Venture parties / Partnership must attend compulsory briefing session)
- 8.5. The Department reserves the right to conduct inspection of the production process, the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering into a contract. In the event of a deviation being observed, the whole consignment should be rejected.
- 8.6. The department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, the department will exercise any of the remedies available to it.
- 8.7. The department will verify supplier compliance on the Central Supplier Database report.

- 8.8. The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points.
- 8.9. The award of the bid may be subjected to price negotiation with the preferred bidders
- 8.10. Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).
- 8.11. The department further reserves the right to reject all or individual items of this bid and/or award all or individual items of this bid.
- 8.12. Bidders shall be notified about the departmental decision by means of publication in the Provincial Bid Bulletin, E-Tender Portal and Departmental website.
- 8.13. The contract period will be from the commencement date of the contract.
- 8.14. The contract shall be concluded between Limpopo Department of Social Development and the successful service provider(s).
- 8.15. The Department expects appointed service providers to take full responsibility and accountability to execute functions attached to the contract.

9. CONTRACT ADMINISTRATION

- 9.1. Successful bidder(s) must report to the End-User's institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.
- 9.2. Full particulars of such circumstances as well as the period of delay must be furnished.
- 9.3. The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, contract price adjustments etc., shall be the sole responsibility of the Supply Chain Management Unit.

10. EVALUATION OF BIDS

- 10.1. Evaluation of all bids received on the date and time of closure will be done in accordance with provisions of the following four (04) phases:
 - 10.1.1. Pre-qualification criteria
 - 10.1.2. Administrative Compliance
 - 10.1.3. Functionality
 - 10.1.4. Site Inspection
 - 10.1.5. Price and B-BBEE Scoring **(80/20)**
- 10.2. **Pre-qualification criteria**
 - 10.2.1. **Only locally produced or locally manufactured textile, clothing, leather and footwear from local raw material or input will be considered. Bidders are**

expected to fully complete SBD 6.2 and annexure C

10.2.2. Service providers are expected to fully complete standard bidding document 6.2 and Annexure C detailing all the items designated in terms of 10.2.2. Failure to comply will result in disqualification.

10.3. Administrative Compliance

The Limpopo Department of Social Development has prescribed administrative requirements that must be met by the bidders.

10.3.1. Bidders shall take note of the following guidelines:

- 10.3.1.1. Where reference is made in the bid document to the terms, 'firm', 'bidder' and 'tenderer', it should be noted that they refer to one and the same name.
- 10.3.1.2. In the event where the trade name is different from the legal name, the **trade name** must be used as the name of the bidder and **NOT** the legal name.
- 10.3.1.3. Naming of the bidding company must be consistent in the bid document;
- 10.3.1.4. CSD report and any other document perceived to be important with regard to the identification of the bidder.
- 10.3.1.5. In case of Joint Ventures and Consortia, the names of ALL parties to the JV or Consortia, must appear as name of the bidding company in the bid document. For example: "Excel cc in JV with Microsoft cc" etc.

10.4. The bid document is made up of the following DSD forms:

- 10.4.1. DSD 1: Invitation to bid
- 10.4.2. DSD 3.1: Pricing schedule-firm prices
- 10.4.3. DSD 4: Bidder's Disclosure
- 10.4.4. DSD 6.1: Preference Points Claim form in terms of the Preferential Procurement Regulations, 2017
- 11.4.5.DSD 6.2 Declaration of Production and Local Content

10.5. Administrative Compliance:

10.5.1. Bids will be evaluated based on the following administrative compliance elements:

- 10.5.1.1. Submission of bid document in its original form (refers to every page of the bid

document as originally purchased or produced without any amendment or changes).

- 10.5.1.2. Use of tipex in the bid document will lead to the disqualification of the bid.
- 10.5.1.3. Completion of bid document must be in black or blue ink. (Completion in pencil or red ink will disqualify the bid).
- 10.5.1.4. Submission of proof of registration in the Central Suppliers' Database (CSD) which will still be verified by the department.

10.6. Consortia / Joint Ventures / Partnership:

- 10.6.1. Over and above compliance with requirements listed in 11.5 above, the following must also be complied with by consortia and joint ventures entities:
- 10.6.2. Submission of duly signed agreement with clear responsibilities of each party.
- 10.6.3. Letter of appointment by Consortia / Joint Venture parties / Partnership authorizing a representative to sign the bid document on its behalf.
- 10.6.4. Faxed, e-mailed or late bids **WILL NOT BE ACCEPTED.**

10.7. The bidder(s) proposal may be disqualified for non-submission of any of the documents required as per the table below.

Documents that must be submitted	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.1	Yes	Complete and sign the supplied pro forma document
Bidder's Disclosure – SBD 4	Yes	Complete and sign the supplied pro forma document. (Must declare if they have interests in other Companies.
Preference Point Claim Form – SBD 6.1	No	Non-claiming of points on this form will lead to zero (0) even if a B-BBEE

		Certified certificate issued by SANAS, sworn affidavit certificate issued by Companies and intellectual Property Commission (DTI) is attached.
Declaration certificate for local production and content for designated sectors – SBD 6.2	Yes	Complete and sign the supplied pro forma document
Bidders must ensure that they meet the following requirements before the bid can be awarded:		
Tax compliance status	Bidder must be tax compliant before the bid is awarded, i.e. Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and the bidder must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The bidder should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing”	
Identity number (s) or directors	Must all be active	
Business registration	Entity must be in business	
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document	
In the service of the state status	Bid will not considered if shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public	

	service and to do business with the state is submitted with the proposal
Tender defaulting and restriction status	Entity and directors must not be restricted

11. SPECIAL CONDITIONS OF THE BID

- 11.1. The department will under no circumstances engage with sub-contractors or parties associated with the successful bidder including its main suppliers or manufacturers and furthermore suspicious fronting activities will be investigated and dealt with in accordance with the prescribed directives.
- 11.2. Only 100% locally produced / manufactured items as per specifications and from local raw materials or inputs will be considered.
- 11.3. If the raw material or input to be used for specific listed items in the specifications is not available locally, the bidder shall obtain a written authorization from the Department of Trade and Industry should there be a need to import such raw material or input.
- 11.4. A copy of authorization letter issued by the Department of Trade and Industry must be submitted together with the bid document on or before closing date and time of the bid. The potential bidders may call the Clothing, Textiles, Footwear and Leather Unit within the DTI at (012) 394 3717 / 1390 for further information.
- 11.5. In instances where part of the raw materials or inputs are to be imported, the following conditions shall apply:
- 11.5.1. The exchange rate to be used for calculation of local production and content must be exchange rate published by the South African Reserve Bank (SARB) at 12h00 on the date of advertisement of the bid.
- 11.5.2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 shall be used to calculate local content.
- 11.5.3. The local content expressed as a percentage of the bid price shall 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)

Please note well that prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12h00 on the date of

advertisement of the bid.

- 11.6. The attached Declaration Certificate for Local Production and Content DSD 6.2 together with Annex C (Local Content Declaration: Summary Schedule) must be duly completed, signed and submitted with the bid document on or before the closing date and time of the bid.
- 11.7. The rates of exchange quoted in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

Note Well: The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with Local Content Declaration Templates {Annex C (Local Content Declaration: Summary Schedule), Annex D (Imported Content Declaration: Supporting Schedule to Annex C) and Annex E (Local Content Declaration: Supporting Schedule to Annex C)} are accessible by all potential bidders on the DTI's official website [http://www.thedti.gov.za /industrial development/ip.jsp](http://www.thedti.gov.za/industrialdevelopment/ip.jsp) at no cost.

12. TECHNICAL REQUIREMENTS

- 12.1. Certificate of acceptability / letter of hygienic and safety compliance from Environmental Health Official within the local municipality of the business (the bidder).
- 12.2. Company Track Record including evidence of number projects successfully completed or ongoing with contactable references.
- 12.3. Experience of the bidding company in rendering supply and delivery of supply and delivery of school uniforms, clothes and blankets to orphans, vulnerable children, youth and families in Limpopo province for a period of thirty-six (36) months.
- 12.4. Valid proof of financial capability issued by any financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor must be attached.
- 12.5. A minimum of at least one closed light delivery vehicle is required. In the event where the bidder is not the owner of the motor vehicle(s) to be used for delivery, a letter of intent from the fleet company must be attached. Such letter must be accompanied by copy of roadworthy registration certificate(s) of the transportation vehicles.

- 12.6. Where the bidder is the owner of the motor vehicle(s) to be used for delivery, certified copy (ies) of roadworthy registration certificate(s) which are in the name of the company, or the shareholder must be submitted.
- 12.7. In the event where the bidder is not the manufacturer or dealer, the bidder must on submission of this bid, attach to the bid document, a written undertaking, commitment or letter of intent to support the bidder from the manufacturer or dealer.
- 12.8. Submission Colour copies of the catalogue specifically in relation to clothing, textiles, leather, blankets, and footwear

Take note that misrepresenting facts is illegal and will lead to disqualification of the bidder and blacklisting of the company.

FUNCTIONALITY EVALUATION TOOL: Total Points: 100 points

	ELEMENT	SCALE	Weights	POINTS
1	Experience of the bidding company in rendering supply and delivery of school uniforms, clothes, and blankets (provide at least three references)	Above 5 years	20%	20 points
		Between 3 and 5 years		10 points
		Below 3 Years		5 points
		No experience		0 Points
2	Company track record including evidence of number of projects successfully completed or ongoing with contactable reference	Proof of provision of successful supply and delivery of school uniforms, clothes, and blankets to the value R6 000 000.00 and more	30%	30 points
		Proof of provision of successful supply and delivery of school uniforms, clothes, and blankets to the value between R3 000 001 and R5 999 999.00		20 points
		Proof of provision of successful supply and delivery of school uniforms, clothes, and blankets to the value R1 000 001.00 and R3 000 000.00		15 points
		Proof of provision of successful supply and delivery of school uniforms, clothes, and blankets to the value R500 001 and		10 Points

		R1 000 000.00		
		Proof of provision of successful supply and delivery of school uniforms, clothes, and blankets below R500 000.00		5 points
		No proof of experience indicated		0 points
2	Submission of valid proof of financial capacity issued by a financial institution authorized to offer credit in terms of National Credit Act 34 of 2005 or proof of overdraft facility in the name of the business or audited financial statements of the bidder for the past three financial years issued by a Registered Auditor.	R500 000.00 and above	20%	20 points
		Between R499 999.00 and R300 000.00		10 points
		below R300 000.00		5 points
		Non-submission		0 points
3.	Availability of transport: Minimum of at least one closed light delivery vehicle is required (owned or rented).	Availability of at least one closed light delivery truck (owned or rented).	20%	20 points
		Non-availability of one light delivery truck		0 points
4	Submission Colour copies of the catalogue specifically in relation to school uniforms, clothes, and blankets	Submission Colour copies of the catalogue specifically in relation to school uniforms, clothes, and blankets	10%	10
		Submission of non-colour copies of the catalogue specifically in relation to school uniforms, clothes, and blankets		5
		Non-submission of the colour catalogue		0
TOTAL			100%	100

The bidders must score a minimum of seventy (70) points on functionality to proceed to the next phase of evaluation which is Site Inspection.

13. Phase 3: Site Inspection

13.1. **The bidders who complied with the Pre- qualification, administrative evaluation criteria, special conditions and functionality will be subjected to site inspection to establish the following:**

13.1.1. Physical existence of the business premises related to the bid and furnished with minimum requirements e.g., fax machines, office furnisher and telephone.

13.1.2. Availability of fully equipped production facility / warehouse where the production processes can be attested from the start till the final product is produced. The warehouse must comply with Occupational Health and Safety Act.

13.1.3. Certificate of acceptability / letter of hygienic and safety compliance from Environmental Health Official within the local municipality of the business (the bidder).

13.1.4. Availability of complete sample, its manufacturer and country of origin.

13.1.5. Availability of suitable transport to deliver the required goods.

13.2. **Site inspection conditions:**

13.2.1. Site inspection will be conducted to the business premises of bidders who complied with both administrative and functionality evaluation criteria.

13.2.2. Change of physical address after closure of the bid must be done in writing and reach the department prior to physical execution of the task by departmental representatives.

13.2.3. The departmental representatives shall not be permitted to inspect any facility other than that stated in the bid document unless notice of change of address was received as specified above.

13.2.4. Self-reliant bidders will be preferred but in instances where other parties' premises are to be utilized, valid agreement signed by both parties must be available during site inspection. Valid signed lease agreement must be made available in instances where the bidder is the lessee.

13.3 **Site inspection will be conducted as per below table:**

No	Category	Description	Points allocated
1	Business Existence	Proof of legitimate occupancy (valid and signed lease agreement or proof of ownership)	5 Points

		Non availability of proof of occupancy	0 Points
2	Office tools	Availability of office equipment's Telephone, office furniture, computers, printers etc.	5 Points
		Non availability of office equipment	0 Points
3	Availability of fully equipped production facility / warehouse where the production processes can be attested from the start till the final product is produced. The warehouse must comply with Occupational Health and Safety Act.	Availability of fully equipped production facility / warehouse	25 Points
		Availability of production facility / warehouse not fully equipped	10 Points
		Non-availability of equipped production facility / warehouse	0 Points
4	Certificate of acceptability / letter of hygienic and safety compliance from Environmental Health Official within the local municipality of the business (the bidder).	Availability of valid original or certified copy of certificate of acceptability / letter of hygienic and safety compliance issued by the Environmental Health Official within the local municipality of the business (the bidder).	5 Points
		Non-Availability of the certificate	0 Points
5	Complete sample, its manufacturer and country of origin in compliance with local production and content	Availability of complete sample, its manufacturer and country of origin.	10 Points
		Non availability of complete sample, its manufacturer and country of origin	0 Points
Total Points			50 Points

13.4. All Bidders who score less than 40 out of 50 (80%) points on-site inspection will not be considered for further evaluation on Price and BEE

14. Phase 5: PRICE AND PREFERENTIAL POINTS

- 14.1. This bid shall be evaluated in terms of the 80/20 preference points system
- 14.2. Bidders must submit a B-BBEE verification Certificate from a verification Agency accredited by the South African National Accreditation System (SANAS).
- 14.3. In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit or certificate issued by Companies and Intellectual Property Commission (DTI)
- 14.4. Should bidder(s) fail to submit the valid B-BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 14.5. Points shall be awarded to a bidder for attaining the B-BBEE status level 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

Price = 80 points

B-BBEE = 20 points

15. PRICING INSTRUCTIONS

- 15.1. **Printing of school logo and other printing requirements of a particular school must be included in the price. This implies that no extra cost shall be borne by the department.**
- 15.2. All prices quoted by suppliers may be assessed to ensure that bidders did not under or over quoted.
- 15.3. Bidders must quote for all items under this bid and those who do not quote for all items

shall be disqualified.

15.4. All prices charged should be inclusive of business overheads and VAT

15.5. The bid proposal must clearly indicate the total price of bid.

15.6. Bidders to take note that the department shall complete the process of evaluation and award in a period of hundred and eighty days (180) days, therefore their prices should consider inflationary fluctuations.

15.7. Bidders are advised to take into consideration all factors affecting prices for the duration of the contract. Application for price adjustment will not be considered.

16. PRICING SCHEDULES

16.1. SCHOOL UNIFORM						
ITEM NO	ITEM	MATERIAL	SIZE	1 ST YEAR PRICE	2 ND YEAR PRICE	3 RD YEAR PRICE
16.1.1.	Long Pants: (Various school colours)	65% Polyester 35% Viscose	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.2.	Short Pants: (Various school Colours)	65% Polyester 35% Viscose	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.3.	Slack (girls trouser)	65% Polyester 35% Viscose	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.4.	Shirt: Long sleeve: Girls	65% Polyester 35% Cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large	R.....	R.....	R.....

			(13- yrs)			
16.1.5.	Shirt: Long sleeve: Boys	65% Polyester 35% Cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.6.	Shirt: Short Sleeve: Girls	65% Polyester 35% Cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.7.	Shirt: Short Sleeve: Boys	65% Polyester 35% Cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.8.	Skirt	65% Polyester 35% Viscose	Small (24-28)	R.....	R.....	R.....
			Medium (30-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.9.	Tunic	100% Polyester	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.10.	Dungaree Sets	65% Polyester 35% cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.11.	School	100% Acrylic	Small	R.....	R.....	R.....

	jersey: Girls		(26-27)			
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.12.	School jersey: Boys	100% Acrylic	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.13.	Pullover	100% Acrylic	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.14.	Golf shirts	52 % polyester 48 % cotton	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.15.	Drymac	100% Nylon Water resistant Cotton toweling lining	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.16.	Blazer	65% Polyester 35% Viscose	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.17.	Track suit: Wool: Girls	80% Polyester 20% Cotton	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....

			Large (34-)	R.....	R.....	R.....
16.1.18.	Track suit: Wool: Boys	80% Polyester 20% Cotton	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.19.	Track suit: Quantac: Girls	Outer: 87% Polyester 13% Nylon Inner: 100% Polyester	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.20.	Track suit Quantac: Boys	Outer: 87% Polyester 13% Nylon Inner: 100% Polyester	Small (26-27)	R.....	R.....	R.....
			Medium (28-32)	R.....	R.....	R.....
			Large (34-)	R.....	R.....	R.....
16.1.21.	Socks: girls (long)	100% Nylon	Small (9-12)	R.....	R.....	R.....
			Medium (13-3)	R.....	R.....	R.....
			Large (4-)	R.....	R.....	R.....
16.1.22.	Socks: Boys (long)	100% Nylon	Small (9-12)	R.....	R.....	R.....
			Medium (13-3)	R.....	R.....	R.....
			Large (4-)	R.....	R.....	R.....
16.1.23.	Socks: Girls (short)	83% Polyviscose 15% Polyester 2% Spandex	Small (9-12)	R.....	R.....	R.....
			Medium (13-3)	R.....	R.....	R.....
			Large (4-)	R.....	R.....	R.....

16.1.24.	Socks: Boys (short)	83% Polyviscose 15% Polyester 2% Spandex	Small (9-12)	R.....	R.....	R.....
			Medium (13-3)	R.....	R.....	R.....
			Large (4-)	R.....	R.....	R.....
16.1.25.	Tie	Polycotton	Small (9-12)	R.....	R.....	R.....
			Medium (13-3)	R.....	R.....	R.....
			Large (14-)	R.....	R.....	R.....
16.1.26.	Belt (Boys)	Real Leather	Small (5-8 yrs)	R.....	R.....	R.....
			Medium (9-12 yrs)	R.....	R.....	R.....
			Large (13- yrs)	R.....	R.....	R.....
16.1.27.	School Shoes: Girls	Genuine Leather	7-1	R.....	R.....	R.....
			2-5	R.....	R.....	R.....
			6-8	R.....	R.....	R.....
16.1.28.	School Shoes: Boys	Genuine Leather	7-1	R.....	R.....	R.....
			2-5	R.....	R.....	R.....
			6-11	R.....	R.....	R.....
16.1.29	Cricket hat with lace	100% Cotton One size fit all	Female/male	R.....	R.....	R.....
16.1.30	School Bags	School bags <ul style="list-style-type: none"> ➤ fits 3 A4 files including stationary pockets ➤ 3 zipped compartments ➤ water bottle side pockets ➤ adjustable straps ➤ Embroidered DSD log ➤ 100 % polyester with PVC backing ➤ Size= large ➤ Font type= Arial Font size= 16 		R.....	R.....	R.....
TOTAL PRICE				R.....	R.....	R.....

16.2. BLANKETS AND SHEETS						
ITEM NO	ITEM	MATERIAL	SIZE	1st year price	2nd year Price	3rd year Price
16.2.1	1 Ply Blanket	100% polyester 2kg	200 x 240	R.....	R.....	R.....
16.2.2.	2 Ply Blanket	100% polyester 3kg	200 x 240	R.....	R.....	R.....
16.2.3	Baby blankets	100% polyester	100 x130cm	R.....	R.....	R.....
16.2.4	Baby bathing towels	100% cotton	75 x75 cm	R.....	R.....	R.....
16.2.5	Comforter	100% organic T200 cotton percale	3/4	R.....	R.....	R.....
			Single bed	R.....	R.....	R.....
16.2.6	Fitted sheet 3/4	50% Cotton - 50% Polyester	3/4	R.....	R.....	R.....
			Single	R.....	R.....	R.....
16.2.7	Microfibre Standard pillow	casing: 100% polyester. microfibre - 100% polyester and Hypo-allergenic	20 x 26 inches (or 51 x 66 cm)	R.....	R.....	R.....
16.2.8	Towels	100% cotton	70cm x 135cm	R.....	R.....	R.....
			100cm x 160cm	R.....	R.....	R.....
16.2.9	Face Cloths	100% cotton	30 x 30cm	R.....	R.....	R.....
TOTAL PRICE				R.....	R.....	R.....

16.3. CHILDREN CLOTHING						
ITEM NO	ITEM	MATERIAL	SIZE	1 st year price	2 nd year Price	3 rd year Price
16.3.1	Girls panties (5 in a pack)	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.2	Girls briefs (5 in a pack)	100% Cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.3	Boys underwear (5 in a pack)	100% Cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.4	Boys boxer briefs (5 in a pack)	100% Cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.5	Pyjamas boys (short sleeves)	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.6	Pyjamas boys (long sleeves)	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.7	Pyjamas girls (long sleeves)	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.8	Pyjamas girls (shorts sleeves)	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....

			11-15 (Yrs)	R.....	R.....	R.....
16.3.9	Night shirts/dress	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.10	Gown Boys	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.11	Gown girls	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.12	Capri girls	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.13	Chinos boys	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.14	T shirts girls (short sleeve)	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.15	T shirt boys (Short Sleeve)	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.16	T shirts girls (long sleeve)	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.17	T shirt boys (Long Sleeve)	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)			

				R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.18	Blouse girls	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.19	Shirts boys	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.20	Vests boys short sleeved	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.21	Vests boys long sleeved	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.22	Vests girls short sleeved	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.23	Vests girls long sleeved	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.24	Sweater girls	100 % Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.25	Sweater boys	100 % Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.26	Tracksuits boys	100 % Polyester	2-6 (Yrs)	R.....	R.....	R.....

			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.27	Tracksuits girls	100 % Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.28	Jeans boys – Long	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.29	Jeans girls – long	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.30	Jeans boys – Bermuda	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.31	Jeans girls – Bermuda	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.32	Jeans boys – Skinny	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.33	Jeans girls – Skinny	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.34	Jeans boys – Long	100 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.35	Golf shirts Boys	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....

			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.36	Golf shirts girls	52 % polyester 48 % cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.37	Bottle necks- Boys	80% acrylic 20% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.38	Bottle necks- Girls	80% acrylic 20% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.39	Sports Bra- girls	100% cotton	10-11 (Yrs)	R.....	R.....	R.....
			12-13 (Yrs)	R.....	R.....	R.....
			14-15 (Yrs)	R.....	R.....	R.....
16.3.40	Bra girls	100% cotton and non-wired	10-11 (Yrs)	R.....	R.....	R.....
			12-13 (Yrs)	R.....	R.....	R.....
			14-15 (Yrs)	R.....	R.....	R.....
16.3.41	Tights- short boys/girls	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.42	Tights- long boys/girls	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.43	Lumber Boys	100% polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.44	Lumber girls	100% polyester	2-6 (Yrs)	R.....	R.....	R.....

			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.45	Dress	Jean	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.46	Dress	93% polyester 7% Elastine	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.47	Leggings- girls	100% cotton	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.48	Hats- girls		One size fits all	R.....	R.....	R.....
16.3.49	Hats- boys		One size fits all	R.....	R.....	R.....
16.3.50	Boys Jerseys	80% Polyester 20% Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.51	Girls Jerseys	80% Polyester 20% Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.52	Tracksuits sets (girls)	100% Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
16.3.53	Tracksuits sets (boys)	100% Polyester	2-6 (Yrs)	R.....	R.....	R.....
			7-10 (Yrs)	R.....	R.....	R.....
			11-15 (Yrs)	R.....	R.....	R.....
TOTAL PRICE				R.....	R.....	R.....

16.4. CHILDREN SHOES						
	ITEM	MATERIAL	SIZE	1 st year price	2 nd year Price	3 rd year Price
16.4.1	Sandals boys	Genuine leather upper	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.2	Sandals girls	Genuine leather upper	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.3	Shoes Boys	Genuine leather upper	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.4	Shoes Girls	Genuine leather upper	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.5	Sneakers (tekkies) Boys	Mesh upper comfortable, breathable, and lightweight	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.6	Sneakers (Tekkies) Girls	Mesh upper comfortable, breathable, and lightweight	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.7	Snow boots boys –half	80% polyester 20% cotton	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.8	Snow boots girls – half	80% polyester 20% cotton	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.9	Flip flops	lightweight cushioning	6-8	R.....	R.....	R.....

			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.10	Morning sleepers-girls	80% acrylic 20% polyester	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.11	Morning sleepers-boys	80% acrylic 20% polyester	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
16.4.12	Pumps- girls	Quilted material, square toe	6-8	R.....	R.....	R.....
			9-12	R.....	R.....	R.....
			13-2	R.....	R.....	R.....
TOTAL PRICE				R.....	R.....	R.....

16.5. ADULT CLOTHING							
	ITEM	MATERIAL	SIZE	1ST YEAR PRICE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
16.5.1	Denim trouser	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.2	Track suit	100% polyester	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.3	Skirt (stretch waist)	100% cotton	Female	28-50	R.....	R.....	R.....
	trouser	100% cotton	Male	28-50	R.....	R.....	R.....
16.5.4	Denim skirt	76% Cotton / 16% Poly / 6% Rayon / 2% Elastane	Female	28-50	R.....	R.....	R.....
16.5.7.	Apron	Bib kitchen 80% polyester 20% Cotton	Female/ Male	One size fits all	R.....	R.....	R.....

16.5.7.	Dress	100% polyester	Female	28-50	R.....	R.....	R.....
16.5.7.	Sweater	100% polyester	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Long sleeve T-shirt	52 polyester 48% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Jersey	100% cotton wool	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Lumber jacket	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Golf T-shirt	48% Cotton 52% polyester	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	T-shirt (round/V-neck) short sleeve	97% Polyester, 3% Elastane	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	T-shirt (round/V-neck) long sleeve	97% Polyester, 3% Elastane	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Blouse	100% Cotton	Female	28-50	R.....	R.....	R.....
16.5.7.	Legging	100% polyester	Female	28-50	R.....	R.....	R.....
16.5.7.	Chinos trouser	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Bermuda shorts	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Shirt (Short sleeve)	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Shirt (Long sleeve)	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	<u>Underwear</u>	100% cotton	Female	S,M,L,XL,XXL	R.....	R.....	R.....

	Panties (5 in a pack)						
			Male	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	Tight (short)	100% polyester	Female	S,M,L,XL,X XL	R.....	R.....	R.....
			Male	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	Sports shots	100% polyester	Female	S,M,L,XL,X XL	R.....	R.....	R.....
			Male	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	Bra	Non wired	Female	28-46	R.....	R.....	R.....
16.5.7.	Bra	Wired	Female	28-46	R.....	R.....	R.....
16.5.7.	Petty coat (Full slip and half-slip)	100% cotton	Female	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	underwear Brief/trunk (5 in a pack)	100% cotton	Female	S,M,L,XL,X XL	R.....	R.....	R.....
			Male	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	Belts	Genuine leather	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Vest (long/short sleeveless) Sleep wear	100% cotton	Female	S,M,L,XL,X XL	R.....	R.....	R.....
			Male	S,M,L,XL,X XL	R.....	R.....	R.....
16.5.7.	Sleep wear Pyjamas	100% cotton	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.5.7.	Socks	83% poly viscose 15% polyester 2% spandex cotton	Female	3-8	R.....	R.....	R.....
			Male	6-11	R.....	R.....	R.....
16.5.7.	Gown with belt	100% polyester	Female	28-50	R.....	R.....	R.....

			Male	28-50	R.....	R.....	R.....
16.5.7.	Hat	Wool	Female	One size fit all	R.....	R.....	R.....
			Male	One size fit all	R.....	R.....	R.....
16.5.7.	Scarf	Wool	Female	One size fit all	R.....	R.....	R.....
			Male	One size fit all	R.....	R.....	R.....
16.5.7.	Gloves	Wool	Female/ male	One size fit all	R.....	R.....	R.....
16.5.7.	Cricket hat with lace	100% Cotton	Female/ male	One size fit all	R.....	R.....	R.....
16.5.7.	Beret	Wool	Female	One size fit all	R.....	R.....	R.....
16.5.7.	Footwear Sleepers	80% acrylic 20% polyester	Female	3-8	R.....	R.....	R.....
			Male	6-11	R.....	R.....	R.....
16.5.7.	Gum boots	Ankle	Unisex	3-8	R.....	R.....	R.....
				6-11	R.....	R.....	R.....
		Long		3-8	R.....	R.....	R.....
		6-11		R.....	R.....	R.....	
16.5.7.	Flip flops	Rubber upper/cotton	Female	3-8	R.....	R.....	R.....
			Male	6-11	R.....	R.....	R.....
16.5.7.	Pumps shoes	Quilted material, square toe	Female	3-8	R.....	R.....	R.....
16.5.7.	Adult Shoes	Genuine upper leather	Female	3-8	R.....	R.....	R.....
			Male	6-11	R.....	R.....	R.....
16.5.7.	Adult sandals	Genuine upper leather	Male	3-8	R.....	R.....	R.....
			Female	6-11	R.....	R.....	R.....
16.5.7.	Sneakers	Mesh upper comfortable,	Female	3-8	R.....	R.....	R.....

	(tekkies) ladies	breathable, and lightweight		6-11	R.....	R.....	R.....
16.5.7.	Sneakers (tekkies) men	Mesh upper comfortable, breathable, and lightweight	Male	3-8	R.....	R.....	R.....
				6-11	R.....	R.....	R.....
TOTAL PRICE					R.....	R.....	R.....

16.6. BABY CLOTHES						
	1 ST YEAR PRICE	2 ND YEAR PRICE	3 RD YEAR PRICE	1 ST YEAR PRICE	2 ND YEAR PRICE	3 RD YEAR PRICE
16.6.1	Baby grows (boys/girls)	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
16.6.2	Baby vests boys/girls (Long sleeve)	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			6-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
			0-3	R.....	R.....	R.....
16.6.3	Baby vests boys/girls (short sleeve)	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			6-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
16.6.4	Baby vests boys/girls (sleeveless)	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			6-12	R.....	R.....	R.....

			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
16.6.5	Boys T shirts and short sets	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
16.6.6	Baby Dress and T-shirts	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
			18-24	R.....	R.....	R.....
16.6.7	Baby Leggings	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.8	Baby Footless Leggings	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.9	Body vest	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.10	Dungaree Sets	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.11	Beanies	65% Polyester	0-3	R.....	R.....	R.....

	(Baby hats)	35% cotton	3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.12	Baby socks	65% Polyester 35% cotton	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.13	Baby jackets	Micro Fleece	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
16.6.14	Baby Blanket	Plain Fleece 100% polyester Soft and light	75 x 100cm	R.....	R.....	R.....
			150x200cm	R.....	R.....	R.....
16.6.15	Flannel Fleece	100% Microfiber Polyester	30x 38 inches	R.....	R.....	R.....
16.6.16	Baby Face Cloth (pack of 3)	100% cotton	30x30cm	R.....	R.....	R.....
16.6.17	Baby Jerseys	100% cotton wool	0-3	R.....	R.....	R.....
			3-6	R.....	R.....	R.....
			3-12	R.....	R.....	R.....
			12-18	R.....	R.....	R.....
TOTAL PRICE				R.....	R.....	R.....

16.7. PROTECTIVE CLOTHING

	ITEM	MATERIA L	GENDER	SIZE	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE		
16.7.1.	Work suits	2-piece Conti-suit polycotton (65/35)	Female	28-50	R.....	R.....	R.....		
			Male	28-50	R.....	R.....	R.....		
		2 -piece Conti- suits, polycotton (65/35) with reflective tape	Female	28-50	R.....	R.....	R.....		
			Male	28-50	R.....	R.....	R.....		
		Flame and acid Retardant 2- piece Conti-suit with reflective tape	Female	28-50	R.....	R.....	R.....		
			Male	28-50	R.....	R.....	R.....		
		16.7.2.	Overalls (ladies)	polycotton (65/35)	Female	28-40	R.....	R.....	R.....
		16.7.3.	Housecoat	Polycotto n Twill (80/20)	Female	28-50	R.....	R.....	R.....
Male	28-50				R.....	R.....	R.....		
16.7.4.	Dust coat	80/20 Polycotto n Twill	Female/ Male	28-50	R.....	R.....	R.....		
16.7.5.	Safety boots	All the basics including a steel toe-cap,	Female	3-10	R.....	R.....	R.....		
			Male	3-11	R.....	R.....	R.....		

		slip, and heat resistance					
16.7.6	Kitchen boots	PVC Deli slip on shoe	Female	3-10	R.....	R.....	R.....
			Male	3-11	R.....	R.....	R.....
16.7.7	Chef Jacket	Unisex short sleeves stand-up collar chef coat jacket. (80-20 poly cotton)	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.7.8	Chef Jacket	Unisex Long sleeve chef coat jacket. (80-20 poly cotton)	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.7.9	Chef trouser	Chef trouser, lightweight finished with a texpel coating (80-20 poly cotton)	Female	28-50	R.....	R.....	R.....
			Male	28-50	R.....	R.....	R.....
16.7.10	Chef hat	Quality fabric-oval shaped for the best comfort with an elasticated back with band	Unisex		R.....	R.....	R.....
16.7.10	Multipurpose cloves	Heavy duty		Medium, Large,	R.....	R.....	R.....

		smooth gloves		Extra Large			
		PVC heavy duty knitted gloves			R.....	R.....	R.....
		Green nitrile gloves			R.....	R.....	R.....
		Leather gloves			R.....	R.....	R.....
TOTAL PRICE					R.....	R.....	R.....

16.8. SPORTS CLOTHING							
	ITEM	MATERIAL	Description	SIZE	1 ST YEAR PRICE	2 ND YEAR PRICE	3 RD YEAR PRICE
16.8.1	Netball kit	100%polyester with moisture management fabric	10 x Netball admiral tops	Junior (9-14 years)	R.....	R.....	R.....
			10 x Netball Admiral skirts	Senior (M, L, XL)	R.....	R.....	R.....
			10 x ankle socks 1 large kitbag				
16.8.2	Soccer kit	100%polyester with moisture management fabric	14 x Shorts	Kids (9-12 years)	R.....	R.....	R.....
			14 x Shirts	Youth (13-16 years)	R.....	R.....	R.....
			14 x pair of socks 1 goalkeeper set 1 large kitbag	Adults (M, L,XL)	R.....	R.....	R.....
16.8.3	Single soccer kit	100%polyester with moisture management	1 Shirt 1 Short 1 Pair of	Kids (9-12 years)	R.....	R.....	R.....

		fabric	socks	Youth (13-16 years)	R.....	R.....	R.....
				Adults (M, L, XL)	R.....	R.....	R.....
16.8.4	Hot pants	100%polyester with moisture management Comfortable, light, quick dry		Kids (9-12 years)	R.....	R.....	R.....
				Youth (13-16 years)	R.....	R.....	R.....
				Adults (M, L, XL)	R.....	R.....	R.....
16.8.5	Sports tracksuits	100% polyester Tight fit High quality material Contrast insets on shoulders/legs	Various colours	Kids (9-12 years)	R.....	R.....	R.....
				Youth (13-16 years)	R.....	R.....	R.....
				Adults (M, L, XL)	R.....	R.....	R.....
16.8.6	Classic T- Shirts	100%cotton Crew neck design 140g Comfortable and light	Various colours	Kids (9-12 years)	R.....	R.....	R.....
				Youth (13-16 years)	R.....	R.....	R.....
				Adults (M, L, XL)	R.....	R.....	R.....
16.8.7	Sports socks	100% Nylon High quality		Small	R.....	R.....	R.....
				medium	R.....	R.....	R.....
				Large	R.....	R.....	R.....
16.8.8	Training shorts	100% polyester, regular fir	Sportswear various colours	Small	R.....	R.....	R.....
				medium			

					R.....	R.....	R.....
				Large	R.....	R.....	R.....
16.8.9	Running/ Sports shoes	Lightweight jacquard upper with breathable comfort 100% polyester		9-12	R.....	R.....	R.....
				13-2	R.....	R.....	R.....
				3-11	R.....	R.....	R.....
16.8.10	Single soccer kit	100%polyester with moisture management fabric	1 Shirt 1 Short 1 Pair of socks	Kids (9-12 years)	R.....	R.....	R.....
				Youth (13-16 years)	R.....	R.....	R.....
				Adults (M, L, XL)	R.....	R.....	R.....
16.8.11	Junior Soccer boots	Soft synthetic leather		9-12	R.....	R.....	R.....
				13-2	R.....	R.....	R.....
				3-11	R.....	R.....	R.....

16.9 EMBROIDED OR PAINT PRINTED DEPARTMENTAL				
NO	DESCRIPTION	1 ST YEAR PRICE	2 ND YEAR PRICE	3 RD YEAR PRICE
16.9.1	Embroidery inclusive of Departmental Logo per item	R.....	R.....	R.....
16.9.2	Paint printed inclusive of Departmental Logo per item	R.....	R.....	R.....
TOTAL PRICE		R.....	R.....	R.....

SUMMARY TO THE TOTAL BID PRICE				
NO	CATEGORY	1ST YEAR PRICE	2ND YEAR PRICE	3RD YEAR PRICE
16.1	SCHOOL UNIFORM	R.....	R.....	R.....
16.2	BLANKETS AND SHEETS	R.....	R.....	R.....
16.3	CHILDREN CLOTHING	R.....	R.....	R.....
16.4	CHILDREN SHOES	R.....	R.....	R.....
16.5	ADULT CLOTHING	R.....	R.....	R.....
16.6	BABY CLOTHING	R.....	R.....	R.....
16.7	PROTECTITVE CLOTHING	R.....	R.....	R.....
16.8	SPORTS ATTIRE	R.....	R.....	R.....
16.9	EMBROIDERY	R.....	R.....	R.....
PRICE		R.....	R.....	R.....
TOTAL BID PRICE			R.....	

17. DETAILS OF COMPULSORY BRIEFING SESSION

Compulsory briefing session will be held as follows:

Date : 28th of November 2022
 Venue : Polokwane Welfare Complex
 Time : 09H30

18. CONTACT DETAILS

ADMINISTRATION	TECHNICAL ENQUIRIES
Seopa A.P Deputy Director: Demand and Acquisition Management Department of Social Development Tel: (015) 230 4440/079 699 2308 E-mail: SeopaPA@dsd.limpopo.gov.za	Ms Ntjie P.N Acting Manager: HIV&AIDS Department of Social Development Tel: 015 230 4374/13 or 060 758 1188 E-mail: NtjieP@dsd.limpopo.gov.za