Province of the
EASTERN CAPE
COMMUNITY SAFETY

Corner Independence Avenue and Circular Drive, Bisho, 5601, Eastern Cape
Private Bag X0057, Bhisho, 5606 REPUBLIC OF SOUTH AFRICA Website: www.ecprov.gov.za

Ref:5/1/1

Terms of Reference

SUPPLY AND DELIVERY OF PROMOTIONAL MATERIAL TO THE EASTERN CAPE DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THREE (3) YEARS

BID NUMBER

SCMU15-26/27-004

NAME OF BIDDER: _____

NAME OF THE DISTRICT AREA: _____

CLOSING DATE: 30/11/2026

CLOSING TIME: 11:00

Issued by:
Supply Chain Management Unit
Department of Community Safety
Corner Independence Avenue and Circular Drive
Bhisho
5605

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1. INVITATION TO BID

The Department of Community Safety intends to appoint four (4) suitable, experienced, and capable service providers for the supply and delivery of promotional material for a period of three (3) years. The Department operates across eight (8) districts, with its Head Office located in the Buffalo City Metropolitan Municipality. For the purposes of this procurement, eight (8) districts and the head office have been reduced to four (4) district areas where a single contract will be awarded for each district area, namely:

District Area No.	**Paired Districts/offices**	**Recommended award**
1.	Amathole and Buffalo City Metro	1 service provider
2.	Nelson Mandela Metro and Sarah Baartman	1 service provider
3.	Chris Hani and Joe Gqabi	1 service provider
4.	OR Tambo and Alfred Nzo	1 service provider

To give opportunity to various Service Providers, bidders are encouraged to select one district area they wish to bid for.

Interested bidders must meet the following minimum requirements:

- Must have been involved in the supply and delivery of goods and services in the public or private sector and as proof must provide a minimum of three (3) reference letters from satisfied previous clients that have been served in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s), and reference letters obtained from the public sector, must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Manager while reference letters obtained from the private sector must have been signed by a person at the managerial level.
- The department has designed a template for reference letters sought from Departmental Demand Management Unit which must be submitted with the bids. Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities.
- The reference letters must be indicative of the client's name, the bidder's name and delivery period(s).

Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities.

- The reference letters must be indicative of the client's name, the bidder's name and delivery period(s).
- The reference letters must be accompanied by official purchase orders or proof of payments from the relevant government institution with corresponding values.
- Each bidder must have supplied and delivered goods and services to the minimum cumulative value of R250 000.00 as proof of financial strength in the past five (5) years. **Reference letters and corresponding purchase orders will confirm the bidder's claim. Letter of acceptance/ award letters will not be considered as proof for goods delivered/services rendered.**
- Each bidder must provide quotes for all items that are listed in this bid as selective bidding will not be entertained.

Completed BID documents must be enclosed in sealed envelopes, deposited into the Bid Box at the Department of Community Safety, Bhisho, Ground Floor on or before **30/11/2026 at 11h00,** clearly marked: ***"Supply and Delivery of Promotional Material to the Eastern Cape Department Of Community Safety: SCMU15-26/27-004".***

The compulsory briefing session will be held Hybrid at Conner Independence Avenue and Circular Drive, Bisho Central, Bisho, Department of Community Safety also on Microsoft Teams, 17/11/2026 at 10h00. NB: Link will be shared on Departmental Website/ Tender Portal and Departmental communication platforms.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

(a) The Department's Supply Chain Management Policy will apply. The policy can be accessed from the departmental website for ease of reference **(www.safetyec.gov.za).**

(b) The Department does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.

(c) Bids which are late or submitted by facsimile will not be accepted and will render the bid non- responsive.

(d) Bids submitted will remain valid for a period of 90 days.

(e) The supporting documents must remain intact.

(f) Declaration pages must be fully completed and signed.

(g) The Department of Community Safety shall not do business with any person who is in the service of the state.

Please refer all SCM enquiries to Mr. A. Mpeta at **079 496 3943** (email) awonke.mpeta@safetyec.gov.za and technical enquiries to Ms. T. Loyilani at **076 410 3961** (email) thotyelwa.loyilani@safetyec.gov.za during normal office hours viz. 08:00 – 16:30.

Mr. P.F. Mbambo
Head of Department
Date: 29/10/2026

2. SPECIFICATION

2.1. BACKGROUND

The Department of Community Safety has a constitutional mandate to inter-alia, strengthen community - police relations and raise awareness on crime related issues. The National Development Plan, Integrated Crime Violence and Prevention Strategy and Vision 2030 emphasizes building safer communities as outlined in Chapter 12. The White Paper on Safety and Security of 2016 states that building safer communities requires collective efforts from both the state and the citizenry.

The Integrated Crime and Violence Prevention Strategy (ICVPS) read with the Provincial Safety Strategy reaffirms the importance of collaboration and integration to promote safer communities. Crime and violence are mostly caused by several factors such as idleness, substance abuse, lack of skills to alleviate poverty and inadequate access to services. The Eastern Cape Department of Community Safety adopted a mobilization theme "Musa Ukuthula Kusonakala" to activate community participation.

It is against this background that the Department of Community Safety deems it necessary to secure a term contract for the 'Supply and Delivery of Promotional Material for a period of three(3) years. The provision of Promotional Material will assist the department in achieving its broader strategic mandate whilst ensuring visibility of the department in the communities it seeks to serve.

The Department of Community Safety is requesting a quote for **Supply and Delivery of Promotional Material** as indicated below:

Specification:

SPECIFICATION		
ITEM NO	**DESCRIPTION**	**QUANTITY**
1.	Multi-Pocket Jacket (5/6pockets) Sleeveless gilet style with regular fit, fabric in polyester, quick drying	EACH
2.	**TABLE CLOTHS**	
2.1	Table Cloths - Round size 180cm, Fabric 100% polyester, assorted colors	EACH
2.2	Table Cloths Rectangle 100% cotton, width: 180cm, Length: 270cm, assorted colors	EACH
2.3	Table Cloth 140 x 180cm, (6 seater table), 80% cotton, 20% polyester, assorted colors	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
2.4	Table Cloth – Flannel backed, 130cm x 180cm, flannel black:100% polyester, surface: 100% textured vinyl	EACH
3.	**PODIUM CLOTHS**	
3.1	80% cotton and 20% polyester, size 350mm x 1128mm, colour-various colours	EACH
3.2	80% cotton and 20% polyester, size 600mm x 1128mm, colour- various colours	EACH
3.3	80% cotton and 20% polyester, size 580mm x 1100mm, colour- various colours	EACH
3.4	80% cotton and 20% polyester, size380mm x 900mm, colour- various colours	EACH
3.5	100% cotton, size 350mm x 1128mm, colour- various colours	EACH
3.6	100% cotton, size 600mm x 1128mm, colour- various colours	EACH
3.7	100% cotton, size 580mm x 1100mm, colour- various colours	EACH
3.8	100% cotton, size380mm x 900mm, colour- various colours	EACH
4.	**Kits soccer SK20 (3piece x15)** Fabric Moisture Management S-XL, Number set 1-15, Goalkeepers Kit (3piece), Ball Bag, various colours. Artwork: Departmental Logo – on the left breast side	EACH
5.	**Kits netball (2pce x10)** Moisture Management Fabric: S-XL, Sports sheen, pique, birdseye, Sleeveless tops with Skirt (elasticised waist), Ball bag, various colours, Artwork: Departmental Logo – on the left breast side	EACH
6.	**Kits rugby – RUG25 (3 pce x 17)** Striped short Sleeve muscle hugger styled rugby shirts with mandarin collar, Standard bull denim shorts and socks, Fabric: Rugby Jersey Fabric, sizes S-XL, Kit includes Number set, Ball Bag & Rugby ball. various colours, . Artwork: Departmental Logo – on the left breast side	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
7.	Kits boxing Vest and shorts to be lightweight, comfortable and breathable. Moisture Management Fabric Sizes: S-XL Artwork: Departmental Logo – on the left breast side	EACH
8.	Branded beanies Assorted colours, Acrylic knitted Sizes S-XL	EACH
9.	Branded scarfs- Assorted colours Acrylic knitted with fringe, size 150cmx20cm, print size : 40mmX130mm	EACH
10.	Branded Blankets Wag World-Large Blankie 100% cotton	EACH
11.	Shark Fin banner	EACH
12.	Table Flag	EACH
13.	Indoor Flag with Pole	EACH
14.	A Frame 3x1m, Aluminium frame, printed both sides colour on polytwirl, carry bag.	EACH
15.	Branded Bags – Backpack Assorted colours Size 24 (w) x 9 (d) x 32 (h) Material 600D, Padded back panel, adjustable padded shoulder straps, front pocket	EACH
16.	**BRANDED BOOKMARKS**	
16.1	Size 2" x 6", laminated, double sided with a ribbon.	EACH
16.2	Size 2" x 6", laminated, double sided.	EACH
16.3	Size 2" x 7" laminated, double sided with a ribbon	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
16.4	Size 2" x 7" laminated, double sided.	EACH
16.5	Size 2.5" x 8.5",laminated, double sided with a ribbon	EACH
16.6	Size 2.5" x 8.5", laminated, double sided.	EACH
17.	Branded key rings / Holders Oval dome keyholder, domed sticker, stainless steel size 4 (1) x 2.5 (w)	EACH
18.	Branded Plastic Squeeze / water bottles (750ml)	EACH
19.	Branded Pencil Cases – Assorted colours Size 34 (L) x 14 (W) Polyster, Material 600D	EACH
20.	**BRANDED TRAVEL MUGS**	
20.1	Branded Travel Mugs Double-wall Mug size 21 (h), stainless Steel outer and PP inner, 470ml thermo tumbler with secure screw lid and an easy flip seal	EACH
20.2	Branded Travel Mugs Wall mug size 15.5, Stainless steel outer and PP inner, 300ml thermo tumbler with secure screw lid and large thumb slide drink seal	EACH
21.	**BRANDED COFFEE MUGS**	
21.1	Size- 9.8 (h), material-ceramic, 330ml	EACH
21.2	Size- 10.5(h), material- ceramic, 325ml	EACH
21.3	Size-9.5 (h), material- ceramic.330ml	EACH
21.4	Size-9.7 (h), material- ceramic.330ml	EACH
21.5	Size-9.6 (h), material- ceramic.330ml	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
21.6	Size-11.5 (h), material- ceramic.660ml	EACH
22.	Branded License Disc sticker 90mm	EACH
23.	Branded Backpack Assorted colours Size 24 (w) x 9 (d) x 32 (h) Material 600D, Padded back panel, adjustable padded shoulder straps, front pocket	EACH
24.	Branded school back pack bags	EACH
25.	**LAPTOP TROLLEY BAGS**	
25.1	Laptop trolley bags Material – nylon / fabric Dimension 54 x 23 x 39 cm, 15 grams, colour various colours, front and side compartments, capacity, 39L, 2 wheels, height- 100cm, water bottle pockets	EACH
25.2	Laptop trolley bags Material – leather Dimension 54 x 23 x 39 cm, 15 grams, colour various colours, front and side compartments, capacity, 39L, 2 wheels, height- 100cm, water bottle pockets	EACH
25.3	Branded drawstring bag Material-190t, large main compartment with cinch top, dimension-33 cm x 44 cm, weight- 0.05kg	EACH
26.	**SINGLE TROPHIES**	
26.1	Single column trophy, 250mm with a departmental logo	EACH
26.2	Single column trophy, 290 mm with a departmental logo	EACH
26.3	Single column trophy, 330 mm with a departmental logo	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
26.4	Single column trophy, 435 mm with a departmental logo	EACH
26.5	Single column trophy, 475mm with a departmental logo	EACH
27.	**2 TIER TROPHIES**	
27.1	2 tier round, 3 columns 550mm with a departmental logo	EACH
27.2	2 tier oval, 2 columns 550mm with a departmental logo	EACH
27.3	2 tier neon gold, 3 columns 550mm with a departmental logo	EACH
27.4	2 tier, oval,2 columns,730mm with a departmental logo	EACH
27.5	2 tier round, 4 columns 800mm with a departmental logo	EACH
27.6	2 tier round, 4 columns 620mm with a departmental logo	EACH
27.7	2 tier round, neon silver 3 columns 550mm with a departmental logo	EACH
27.8	2 tier round, 4 columns 750mm with a departmental logo	EACH
27.9	2 tier round, laser black & gold, round,3 columns 550mm with a departmental logo	EACH
27.10	2 tier round, black spiral, round,3 columns 550mm with a departmental logo	EACH
27.11	2 tier round, walnut spiral, round,3 columns 550mm with a departmental logo	EACH
27.12	2 tier riser, 470mm with a departmental logo	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
27.13	2 tier riser 500mm with a departmental logo	EACH
27.14	2 tier riser, 550mm with a departmental logo	EACH
28.	**3 TIER TROPHIES**	
28.1	3 tier round, 3 columns, 740 mm with a departmental logo	EACH
28.2	3 tier oval,2 columns, 850mm with a departmental logo	EACH
28.3	3 tier oval,2 columns, 880mm with a departmental logo	EACH
28.4	3 tier rectangle,2 columns, 880mm with a departmental logo	EACH
29.	**ROUND COLUMN TROPHIES**	EACH
29.1	Round column, no cup, 150mm with a departmental logo	EACH
29.2	Round column, no cup, 200mm with a departmental logo	EACH
29.3	Round column, no cup, 220mm with a departmental logo	EACH
29.4	Round column, no cup, 250mm with a departmental logo	EACH
29.5	Round column, no cup, 290mm with a departmental logo	EACH
30.	**SPINNING TROPHIES**	
30.1	Spinning trophy, oval column,160mm with a departmental logo	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
30.2	Spinning trophy, oval column,185mm with a departmental logo	EACH
30.3	Spinning trophy, oval column, 215mm with a departmental logo	EACH
30.4	Spinning trophy, oval column, 240mm with a departmental logo	EACH
30.5	Spinning trophy, oval column,275mm with a departmental logo	EACH
30.6	Trophies glass. 1 X xy 12 Large Best performing CPF 2018/2019; 1 X xy 12 Large Best performing CPF Cluster Board 2018/2019; 1 X xy 12 Medium – Best performing CPF 2018/2019; 1 X xy 12 Small - Best performing CPF 2018/2019; Attached Logo on Black bottom Base (domed sticker)	EACH
31.	**TROPHIES WOODEN**	
31.1	Large trophy (shield), size +-38 cm in length (with 8cm being the plague), bottom plague, centre shield (silver): departmental Logo, four shield surrounding center shield.	EACH
31.2	Medium trophy(shield), size +-30 cm in length (with 8cm being the plague), bottom plague, centre shield (silver): departmental Logo, four shield surrounding center shield.	EACH
31.3	Large soccer trophy, size +-30cm in length (11cm being the soccer figurine) Plague- departmental logo	EACH
31.4	Medium soccer trophy, size +-27cm in length (11cm being the soccer figurine) Plague- departmental logo	EACH
31.5	Large netball trophy, size +-30cm in length (11cm being the netball figurine) Plague- departmental logo	EACH
31.6	Medium netball trophy, size +-27cm in length (11cm being the netball figurine) Plague- departmental logo	EACH
32.	**MEDALS GOLD**	

SPECIFICATION		
ITEM NO	**DESCRIPTION**	**QUANTITY**
32.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH
32.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH
32.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH
33.	**MEDALS SILVER**	
33.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH
33.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH
33.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH
34.	**MEDALS BRONZE**	
34.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH
34.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH
34.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH
35.	**BALL SOCCER**	
35.1	Premier league football features, reinforced rubber bladder and high contrast graphics for ball tracking, size 5	EACH
36.	**NETBALL**	
36.1	Rubber grip netball, rubber outer cover, size 5	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
36.2	Netball, highest grade synthetic leather outer cover, 32 panel, size 5	EACH
36.3	Netball, ultra grip match model, machine stitched, raised dimples, size 5	EACH
37.	**BALL RUGBY**	
37.1.	Ball rugby Fabric content- rubber, size 5 rugby ball dimension, triangular surface grip	EACH
38.	Hand Glovesl	
39.	Boxing gloves	EACH
40.	Boxing shoes	EACH
41.	Boxing Helmet	EACH
42.	Sport training Steel Whistle-Silver	EACH
43.	Mini portable flashlight torch lamp (Aluminum) Ribbed casing for secure, easy to operate pushbutton switch, lifetime LED bulb, 125 hours on each battery, Operates on 1D battery, Assorted colours	EACH
44.	Mini portable flashlight torch lamp (Plastic) Ribbed casing for secure, easy to operate pushbutton switch, lifetime LED bulb, 125 hours on each battery, Operates on 1D battery, Assorted colours	EACH
45.	Branded Small money pouch on key rings (polycotton)	EACH
46.	Branded community safety alarms with decibels noise level	EACH
47.	Branded Power Bank Material: Plastic Input: 5V/1A Output: 5V/1A Capacity: 2000-2200mAh Branding Options: Pad Print, Full Colour Print Accessories: micro-USB cable	EACH

SPECIFICATION

ITEM NO	DESCRIPTION	QUANTITY
48.	Cooler Bag	EACH
49.	Champing chair	EACH
50.	Branded steel gazebos	EACH
51.	Plastic foldable table	EACH
52.	**FRAME (PICTURE/PHOTO)**	
52.1	A0 picture / photo size (1189mm x 841mm)	EACH
52.2	A1 picture / photo size (841mm x 594mm)	EACH
52.3	A2 picture / photo size (594mm x 420mm)	EACH
52.4	A3 picture / photo size (420mm x 297mm)	EACH
52.5	A4 picture / photo size (297mm x 210mm)	EACH

3. BID QUALIFICATION CRITERIA

3.1. COMPLIANCE REQUIREMENTS:

The supplier[s] or service provider[s] should comply and take note of the following:

- Service providers that are not registered on the Central Supplier Database must do so before the award of the tender and the order can be issued, failing which the next service provider/supplier will be considered for the award.
- Service Providers must also ensure that they are registered on LOGIS upon award as this would derail the payment process.
- Compliance documents will be verified on the Central Supplier Database: - (Tax Clearance Compliance status and Business registration including restrictions imposed to do business with the state).
- Copy/Copies must be certified by a Commissioner of Oaths, at a Police Station or Post Office and must be date stamped not longer than (06) months prior to the closure of this bid.
- SBD 1 forms MUST be fully completed and submitted with the quotation.
- Pricing Schedule MUST be fully completed and submitted with the quotation. Both the Bid Pricing Form and the Pricing Schedule MUST be fully completed by bidders.
- The SBD 4 [Declaration of Interest] forms MUST be fully completed and submitted with the quotation.
- The SBD 6.1 [Preference Points Claim Form] MUST be fully completed and submitted with the quotation; (bidder(s) who fail to complete this form will not qualify to claim points for specific goals and only points for price will be considered.
- The SBD 7.1 (part 1) [Contract Form] MUST be fully completed and submitted with the quotation; (this is a contract form and is more relevant to the preferred bidder and bidders will not be disqualified for non-completion).
- Bidders must be a legal entity or partnership (consortium).
- Bidders must provide supporting documentation not contained in the CSD summary report as required by the quotation document.
- Bidders who are not registered for VAT are not eligible to include VAT in their pricing; non-VAT vendors who submit bids for a contract that would, if successful, take their annual turnover above the threshold of R1 million must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with South African Revenue Service (SARS) as VAT vendors. Where the supplier is not VAT registered at the point of contracting and did not include VAT in its pricing list but registers during the contract period as a VAT vendor, that supplier shall absorb any cost escalations associated with its VAT registration. The contract price with the

supplier will not be increased but will be deemed to be a contract price which is inclusive of VAT.

- Bidders are cautioned to determine the implications of not adhering to this requirement and provide price accordingly.
- Bidders should familiarise themselves with the General Conditions of Contract, as attached.
- Bidders should take note that price is not the only determining factor to award the bid.
- Bidders will be disqualified for failing to meet the compliance requirement exception given to bullet 4, 8, 9, 13 and 14.

4. MINIMUM REQUIREMENTS

The first stage of evaluation is based on the bid/ quotation conditions and requirements and any bidder who failed to comply with any of the conditions and minimum requirements stipulated will be disqualified at this stage and not considered further.

The bidder must provide the following as evidence, failure to do so will result in the disqualification of the bid:

- Must have been involved in the supply and delivery of goods and services in the public or private sector and as proof must provide a minimum of three (3) reference letters from satisfied previous clients that have been served in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s), and reference letters obtained from the public sector, must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Manager while reference letters obtained from the private sector must have been signed by a person at the managerial level.
- The department has designed a template for reference letters sought from Departmental Demand Management Unit which must be submitted with the bids. Reference letters designed from different templates will be considered for as long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities.

- The reference letters must be indicative of the client's name, the bidder's name and delivery period(s).
- The reference letters must be accompanied by official purchase orders or proof of payments from the relevant government institution with corresponding values.

- Each bidder must have supplied and delivered goods and services to the minimum cumulative value of R250 000.00 as proof of financial strength in the past five (5) years. **Reference letters and corresponding purchase orders will confirm the bidder's claim. Letter of acceptance/ award letters will not be considered as proof for goods delivered/services rendered.**
- Each bidder must provide quotes for all items that are listed in this bid as selective bidding will not be entertained.

5. EVALUATION CRITERIA ON FUNCTIONALITY / QUALITY, PRICE, AND SPECIFIC GOALS

The following criteria shall apply: -

(a) 80/20 preference point system shall apply, and quotations will be evaluated in two stages - functionality and price.
(b) Bids will be evaluated within the ambit of the Preference Procurement Policy Framework Act No 5 of 2000, Preferential Procurement Regulation 2022 and section 38(1) a (iii) of the Public Financial Management Act 1 of 1999 as amended.
(c) 80 points will be allocated for Price, and 20 points will be allocated for Specific Goals.
(d) A pre-qualifying requirement of 60% on functionality considering the minimum acceptable points required per each criterion and the overall points required on functionality will apply where bidders who fail to meet these requirements will be disqualified.

6. EVALUATION CRITERIA ON PRICE AND SPECIFIC GOALS:

The following criteria shall apply: -

- In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended and 2022 Regulations, points for specific goals are subject to application whenever bids are evaluated based on the 80/20 preference point system.

7. FUNCTIONALITY EVALUATION

- Bidders score on functionality will not be included in the final points scored but will be used to assess bidder's capability/ ability to execute the project.
- After calculation of the points for functionality, the bidders that obtained the minimum accepted points for each criterion and overall minimum points on functionality will be considered.

7.1. FUNCTIONALITY:

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
Bidders Experience The Service Provider must have been involved in the Supply and Delivery of Goods & Services and as proof must provide a minimum of three (3) reference letters from satisfied previous clients that have been serviced in the past five (5) years. The reference letter must be on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and reference letters obtained from the public sector, must have been signed by the SCM Manager/ Manager-Contract/ Chief Financial Officer/ Head of Department/ Municipal Managers while reference letters obtained from the private sector must have been signed by a person at management level. **Reference letters designed from different templates will be considered for as**	Provided 4 and more valid reference letters.	25	15	25
	Provided 3 valid reference letters.	15		
	Provided less than 3 valid reference letters.	0		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
long as they are on the relevant client's letterhead with fixed/ mobile contact numbers, indicative of delivery period(s) and signed by relevant authorities. **Letters of contract awards/ appointment letters/ letters of acceptance will not be accepted.**				
Financial stability Each bidder must have Supplied and Delivered Goods & Services to the **cumulative minimum value of R250 000.00** as proof of financial strength in the past five (5)years. **Reference letters and corresponding purchase orders/ proof of payments will be used to confirm the bidder's claim.**	Provided proof of Supply and Delivery of Goods & Services to a cumulative value above R250 000.00.	25	15	25
	Provided proof of Supply and Delivery of Goods & Services rendered to a cumulative value equal to R250 000.00.	15		
	Provided proof of Supply and Delivery of Goods & Services rendered to a cumulative value below R250 000.00/ No proof of goods delivered/ supplied in the public sector.	0		

CRITERIA	REQUIRED EVIDENCE	ALLOCATED POINTS	MINIMUM ACCEPTED POINTS	MAXIMUM POINTS
TOTAL			30	50

NB: A bidder shall have to achieve at least 30 points or 60% allocated for functionality (i.e. 30 out of 50) for the bid to be eligible for further consideration. It must be mentioned that bidders are expected to obtain minimum points accepted on each criterion to qualify for the next stage of evaluation.

PRICE:

The 80/20 preference points system

$$Ps = 80\left(1 - \frac{Pt-Pmin}{Pmin}\right)$$

Where: -

Ps = points scored for price of the bid/proposal under consideration.

Pt = Price of the bid under consideration

Pmin = Price of the lowest priced acceptable bidder

- The final score will be obtained by adding points obtained for price to the preference points.

NB: *Point score will be rounded to the nearest two (2) decimals.*

80 points will be awarded to the lowest bid and 20 points for Preferential point system (all other bids will receive points proportionately therefrom):

7.2. CALCULATION OF POINTS AWARDED FOR SPECIFIC GOALS:

7.2.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

7.2.2. For the purposes of this tender the tenderer will be allocated points based on the goals tabulated below as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies	2	
Youth	2	
People with Disabilities	5	
Locality: Eastern Cape Province	10	
Military Veterans	1	

7.3. CLAIMING OF PREFERENCE POINTS

7.3.1. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of the company shareholding.

7.3.2. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such person has ownership of the enterprise shareholding.

7.3.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of the enterprise shareholding.

Bidders must submit proof in form of medical certificate. The medical certificate will only be used for evaluation purposes.

7.3.4. Preference points for Locality will be allocated for promotion of enterprises located within the particular **District Area/Grouped Districts** and may be claimed by submission of proof that the enterprise is located within the borders of the **District Area/Grouped Districts** in the Eastern Cape. This includes an enterprise whose head office may be situated in another province but has a fully-fledged/ functional branch within the **District Area/Grouped Districts.**

Bidders must submit proof of the Company's Registered Offices, Proof of rate statement, lease agreement or confirmation of locality from local authority. Bidders must have fully- fledged/functional branch offices in the Eastern Cape Province.

7.3.5. Preference points allocated for Military Veterans may only be claimed if there is sufficient evidence that such person has ownership of the enterprise

shareholding. **Bidders must submit proof in terms of confirmation letters from the Department of Military Veterans.**

8. ORDERS AND DELIVERY

(a) The order will be placed as and when the need arises based on the available budget during the contract period.

(b) The following areas shall serve as delivery points:

District Area Number	District Area/ Grouped or Paired Districts	Physical Adress
1.	Amathole and Buffalo City Metro	**For Head Office:** Cnr. Independence Ave and Circular Drive, Erf 5000 Building Bhisho, 5605 **For Buffalo City Metro and Amathole Districts:** 12 St Georges Road East London **5602**
2.	Nelson Mandela Metro and Sarah Baartman	**For Nelson Mandela Metro and Sarah Baartman Districts:** 66 Ring Road Greenacres Gqeberha **6000**
3.	Chris Hani and Joe Gqabi	**For Chris Hani District:** 11 Prince Alfred Street Komani **5230** **For Joe Gqabi District:** Old CPA Building 27 Terrace Street Aliwal North **9750**

District Area Number	District Area/ Grouped or Paired Districts	Physical Adress
4.	OR Tambo and Alfred Nzo	**For OR Tambo District:** KD Matanzima Building Ground Floor Mthatha **5099** **For Alfred Nzo District:** Tobile Bam Office Park DD Dabula Drive Kwa Bhaca (Mt Frere) **5090**

(c).The department is under no obligation to accept any quantity which is more than the ordered quantity.

(d). The deliveries for 80km radius between the service provider's place of business and delivery points will be borne by the bidder and extra kms travelled per delivery will be paid for by the department at a rate of R6.00 per kilometre.

(e) Self collection of orders placed by the department is encouraged for small orders whose procurement value is less than the transport cost.

9. VALIDITY PERIOD

The bid shall hold good for a period of ninety (90) days.

10. BRIEFING SESSION

The compulsory briefing session will be held Hybrid at Conner Independence Avenue and Circular Drive, Bisho Central, Bisho, Department of Community Safety also on Microsoft Teams, ***17/11/2026*** *at 10h00. NB: Link will be shared on Departmental Website/ Tender Portal and Departmental communication platforms.*

SUBMISSION INSTRUCTIONS:

Please Note: The bid forms must be sealed in an envelope quoting the relevant Reference No, Description of the Project and be submitted at the below address:

Physical Submission:

Department of Community Safety
Corner Independence Avenue and Circular Drive
Bisho
5605

Administrative Enquiries: Mr. A. Mpeta 079 496 3943
Email: awonke.mpeta@safetyec.gov.za

Technical Enquiries: Ms. T. Loyilani at 076 410 3961
Email: thotyelwa.loyilani@safetyec.gov.za

Compiled By:

Mr. A. Mpeta
Secretary Bid Specification
Date: 27/10/2026

Recommended/ ~~Not Recommended~~

Ms. T. Loyilani
End User
Date: 27/10/2026

Recommended/ ~~Not Recommended~~

Mr. K. Nqini
Chairperson: Bid Specification Committee
Date: 27/10/2026

Recommended/ Not Recommended



Mr. A.S. Makayi

Director: Supply Chain Management

Date: 2026/10/27

Recommended/ ~~Not Recommended~~



Ms. N. Libala

Chief Financial Officer

Date: 27/10/2026

Approved/ ~~Not Approved~~

Approval granted online with the Supply Chain Management prescripts



Mr. P.F. Mbambo

Head of Department

Date: 29/10/2026

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:		**CLOSING DATE:**		**CLOSING TIME:**	**11:00**
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	☐	A REGISTERED AUDITOR
		NAME:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE (ALL INCLUSIVE)**	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B
TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:
BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE** **BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.** **WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.** THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
TAX COMPLIANCE REQUIREMENTS
BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words): .....

.....

....., inclusive of VAT

Total Price (amount in figures) R ....., inclusive of VAT

NAME OF BIDDER:

.....

SIGNED ON BEHALF OF THE BIDDER:

.....

PRICING SCHEDULE FOR GROUPED/PAIRED DISTRICTS(NAME):

ITEM NO	DESCRIPTION	QUANTITY	1ST	2ND	3RD
			PRICE EXCL VAT	PRICE EXCL VAT	PRICE EXCL VAT
1.	Multi–Pocket Jacket (5/6pockets) Sleeveless gilet style with regular fit, fabric in polyester, quick drying	EACH			
2.	**TABLE CLOTHS**				
2.1	Table Cloths - Round size 180cm, Fabric 100% polyester, assorted colors	EACH			
2.2	Table Cloths Rectangle 100% cotton, width: 180cm, Length: 270cm, assorted colors	EACH			
2.3	Table Cloth 140 x 180cm, (6 seater table), 80% cotton, 20% polyester, assorted colors	EACH			
2.4	Table Cloth – Flannel backed, 130cm x 180cm, flannel black:100% polyester, surface: 100% textured vinyl	EACH			
3.	**PODIUM CLOTHS**				
3.1	80% cotton and 20% polyester, size 350mm x 1128mm, colour-various colours	EACH			
3.2	80% cotton and 20% polyester, size 600mm x 1128mm, colour- various colours	EACH			
3.3	80% cotton and 20% polyester, size 580mm x 1100mm, colour- various colours	EACH			
3.4	80% cotton and 20% polyester, size380mm x 900mm, colour- various colours	EACH			
3.5	100% cotton, size 350mm x 1128mm, colour- various colours	EACH			
3.6	100% cotton, size 600mm x 1128mm, colour- various colours	EACH			
3.7	100% cotton, size 580mm x 1100mm, colour- various colours	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST	2ND	3RD
			PRICE EXCL VAT	PRICE EXCL VAT	PRICE EXCL VAT
3.8	100% cotton, size380mm x 900mm, colour- various colours	EACH			
4.	**Kits soccer SK20 (3piece x15)** Fabric Moisture Management S-XL, Number set 1-15, Goalkeepers Kit (3piece), Ball Bag, various colours. Artwork: Departmental Logo – on the left breast side	EACH			
5.	**Kits netball (2pce x10)** Moisture Management Fabric: S-XL, Sports sheen, pique, birdseye, Sleeveless tops with Skirt (elasticised waist), Ball bag, various colours, Artwork: Departmental Logo – on the left breast side	EACH			
6.	**Kits rugby – RUG25 (3 pce x 17)** Striped short Sleeve muscle hugger styled rugby shirts with mandarin collar, Standard bull denim shorts and socks, Fabric: Rugby Jersey Fabric, sizes S-XL, Kit includes Number set, Ball Bag & Rugby ball. various colours, . Artwork: Departmental Logo – on the left breast side	EACH			
7.	Kits boxing Vest and shorts to be lightweight, comfortable and breathable. Moisture Management Fabric Sizes: S-XL Artwork: Departmental Logo – on the left breast side	EACH			
8.	Branded beanies Assorted colours, Acrylic knitted Sizes S-XL	EACH			
9.	Branded scarfs- Assorted colours Acrylic knitted with fringe, size 150cmx20cm, print size : 40mmX130mm	EACH			
10.	Branded Blankets Wag World-Large Blankie 100% cotton	EACH			
11.	Shark Fin banner	EACH			
12.	Table Flag	EACH			
13.	Indoor Flag with Pole	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
14.	A Frame 3x1m, Aluminium frame, printed both sides colour on polytwirl, carry bag.	EACH			
15.	Branded Bags – Backpack Assorted colours Size 24 (w) x 9 (d) x 32 (h) Material 600D, Padded back panel, adjustable padded shoulder straps, front pocket	EACH			
16.	**BRANDED BOOKMARKS**				
16.1	Size 2" x 6", laminated, double sided with a ribbon.	EACH			
16.2	Size 2" x 6", laminated, double sided.	EACH			
16.3	Size 2" x 7" laminated, double sided with a ribbon	EACH			
16.4	Size 2" x 7" laminated, double sided.	EACH			
16.5	Size 2.5" x 8.5",laminated, double sided with a ribbon	EACH			
16.6	Size 2.5" x 8.5", laminated, double sided.	EACH			
17.	Branded key rings / Holders Oval dome keyholder, domed sticker, stainless steel size 4 (1) x 2.5 (w)	EACH			
18.	Branded Plastic Squeeze / water bottles (750ml)	EACH			
19.	Branded Pencil Cases – Assorted colours Size 34 (L) x 14 (W) Polyster, Material 600D	EACH			
20.	**BRANDED TRAVEL MUGS**				
20.1	Branded Travel Mugs Double-wall Mug size 21 (h), stainless Steel outer and PP inner, 470ml thermo tumbler with secure screw lid and an easy flip seal	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST	2ND	3RD
			PRICE EXCL VAT	PRICE EXCL VAT	PRICE EXCL VAT
20.2	Branded Travel Mugs Wall mug size 15.5, Stainless steel outer and PP inner, 300ml thermo tumbler with secure screw lid and large thumb slide drink seal	EACH			
21.	**BRANDED COFFEE MUGS**				
21.1	Size- 9.8 (h), material-ceramic, 330ml	EACH			
21.2	Size- 10.5(h), material- ceramic, 325ml	EACH			
21.3	Size-9.5 (h), material- ceramic.330ml	EACH			
21.4	Size-9.7 (h), material- ceramic.330ml	EACH			
21.5	Size-9.6 (h), material- ceramic.330ml	EACH			
21.6	Size-11.5 (h), material- ceramic.660ml	EACH			
22.	Branded License Disc sticker 90mm	EACH			
23.	Branded Backpack Assorted colours Size 24 (w) x 9 (d) x 32 (h) Material 600D, Padded back panel, adjustable padded shoulder straps, front pocket	EACH			
24.	Branded school back pack bags	EACH			
25.	**LAPTOP TROLLEY BAGS**				
25.1	Laptop trolley bags Material – nylon / fabric Dimension 54 x 23 x 39 cm, 15 grams, colour various colours, front and side compartments, capacity, 39L, 2 wheels, height- 100cm, water bottle pockets	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST	2ND	3RD
			PRICE EXCL VAT	PRICE EXCL VAT	PRICE EXCL VAT
25.2	Laptop trolley bags Material – leather Dimension 54 x 23 x 39 cm, 15 grams, colour various colours, front and side compartments, capacity, 39L, 2 wheels, height- 100cm, water bottle pockets	EACH			
25.3	Branded drawstring bag Material-190t, large main compartment with cinch top, dimension-33 cm x 44 cm, weight- 0.05kg	EACH			
26.	**SINGLE TROPHIES**				
26.1	Single column trophy, 250mm with a departmental logo	EACH			
26.2	Single column trophy, 290 mm with a departmental logo	EACH			
26.3	Single column trophy, 330 mm with a departmental logo	EACH			
26.4	Single column trophy, 435 mm with a departmental logo	EACH			
26.5	Single column trophy, 475mm with a departmental logo	EACH			
27.	**2 TIER TROPHIES**				
27.1	2 tier round, 3 columns 550mm with a departmental logo	EACH			
27.2	2 tier oval, 2 columns 550mm with a departmental logo	EACH			
27.3	2 tier neon gold, 3 columns 550mm with a departmental logo	EACH			
27.4	2 tier, oval,2 columns,730mm with a departmental logo	EACH			
27.5	2 tier round, 4 columns 800mm with a departmental logo	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST	2ND	3RD
			PRICE EXCL VAT	PRICE EXCL VAT	PRICE EXCL VAT
27.6	2 tier round, 4 columns 620mm with a departmental logo	EACH			
27.7	2 tier round, neon silver 3 columns 550mm with a departmental logo	EACH			
27.8	2 tier round, 4 columns 750mm with a departmental logo	EACH			
27.9	2 tier round, laser black & gold, round,3 columns 550mm with a departmental logo	EACH			
27.10	2 tier round, black spiral, round,3 columns 550mm with a departmental logo	EACH			
27.11	2 tier round, walnut spiral, round,3 columns 550mm with a departmental logo	EACH			
27.12	2 tier riser, 470mm with a departmental logo	EACH			
27.13	2 tier riser 500mm with a departmental logo	EACH			
27.14	2 tier riser, 550mm with a departmental logo	EACH			
28.	**3 TIER TROPHIES**				
28.1	3 tier round, 3 columns, 740 mm with a departmental logo	EACH			
28.2	3 tier oval,2 columns, 850mm with a departmental logo	EACH			
28.3	3 tier oval,2 columns, 880mm with a departmental logo	EACH			
28.4	3 tier rectangle,2 columns, 880mm with a departmental logo	EACH			
29.	**ROUND COLUMN TROPHIES**	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
29.1	Round column, no cup, 150mm with a departmental logo	EACH			
29.2	Round column, no cup, 200mm with a departmental logo	EACH			
29.3	Round column, no cup, 220mm with a departmental logo	EACH			
29.4	Round column, no cup, 250mm with a departmental logo	EACH			
29.5	Round column, no cup, 290mm with a departmental logo	EACH			
30.	**SPINNING TROPHIES**				
30.1	Spinning trophy, oval column,160mm with a departmental logo	EACH			
30.2	Spinning trophy, oval column,185mm with a departmental logo	EACH			
30.3	Spinning trophy, oval column, 215mm with a departmental logo	EACH			
30.4	Spinning trophy, oval column, 240mm with a departmental logo	EACH			
30.5	Spinning trophy, oval column,275mm with a departmental logo	EACH			
30.6	Trophies glass. 1 X xy 12 Large Best performing CPF 2018/2019; 1 X xy 12 Large Best performing CPF Cluster Board 2018/2019; 1 X xy 12 Medium – Best performing CPF 2018/2019; 1 X xy 12 Small - Best performing CPF 2018/2019; Attached Logo on Black bottom Base (domed sticker)	EACH			
31.	**TROPHIES WOODEN**				

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
31.1	Large trophy (shield), size +-38 cm in length (with 8cm being the plague), bottom plague, centre shield (silver): departmental Logo, four shield surrounding center shield.	EACH			
31.2	Medium trophy(shield), size +-30 cm in length (with 8cm being the plague), bottom plague, centre shield (silver): departmental Logo, four shield surrounding center shield.	EACH			
31.3	Large soccer trophy, size +-30cm in length (11cm being the soccer figurine) Plague- departmental logo	EACH			
31.4	Medium soccer trophy, size +-27cm in length (11cm being the soccer figurine) Plague- departmental logo	EACH			
31.5	Large netball trophy, size +-30cm in length (11cm being the netball figurine) Plague- departmental logo	EACH			
31.6	Medium netball trophy, size +-27cm in length (11cm being the netball figurine) Plague- departmental logo	EACH			
32.	**MEDALS GOLD**				
32.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH			
32.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH			
32.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH			
33.	**MEDALS SILVER**				
33.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH			
33.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH			
33.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
34.	**MEDALS BRONZE**				
34.1	High polished medal,size-34mm,domed logo, ribbon and art work	EACH			
34.2	High polished medal,size-41mm,domed logo, ribbon and art work	EACH			
34.3	High polished medal,size-50mm,domed logo, ribbon and art work	EACH			
35.	**BALL SOCCER**				
35.1	Premier league football features, reinforced rubber bladder and high contrast graphics for ball tracking, size 5	EACH			
36.	**NETBALL**				
36.1	Rubber grip netball, rubber outer cover, size 5	EACH			
36.2	Netball, highest grade synthetic leather outer cover, 32 panel, size 5	EACH			
36.3	Netball, ultra grip match model, machine stitched, raised dimples, size 5	EACH			
37.	**BALL RUGBY**				
37.1.	Ball rugby Fabric content- rubber, size 5 rugby ball dimension, triangular surface grip	EACH			
38.	Hand Glovesl				
39.	Boxing gloves	EACH			
40.	Boxing shoes	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
41.	Boxing Helmet	EACH			
42.	Sport training Steel Whistle-Silver	EACH			
43.	Mini portable flashlight torch lamp (Aluminum) Ribbed casing for secure, easy to operate pushbutton switch, lifetime LED bulb, 125 hours on each battery, Operates on 1D battery, Assorted colours	EACH			
44.	Mini portable flashlight torch lamp (Plastic) Ribbed casing for secure, easy to operate pushbutton switch, lifetime LED bulb, 125 hours on each battery, Operates on 1D battery, Assorted colours	EACH			
45.	Branded Small money pouch on key rings (polycotton)	EACH			
46.	Branded community safety alarms with decibels noise level	EACH			
47.	Branded Power Bank Material: Plastic Input: 5V/1A Output: 5V/1A Capacity: 2000-2200mAh Branding Options: Pad Print, Full Colour Print Accessories: micro-USB cable	EACH			
48.	Cooler Bag	EACH			
49.	Camping chair	EACH			
50.	Branded steel gazebos	EACH			
51.	Plastic foldable table	EACH			
52.	**FRAME (PICTURE/PHOTO)**				
52.1	A0 picture / photo size (1189mm x 841mm)	EACH			

ITEM NO	DESCRIPTION	QUANTITY	1ST PRICE EXCL VAT	2ND PRICE EXCL VAT	3RD PRICE EXCL VAT
52.2	A1 picture / photo size (841mm x 594mm)	EACH			
52.3	A2 picture / photo size (594mm x 420mm)	EACH			
52.4	A3 picture / photo size (420mm x 297mm)	EACH			
52.5	A4 picture / photo size (297mm x 210mm)	EACH			
	TOTAL (YEAR 1, 2, 3)	**TOTAL (YEAR 1, 2, 3)**			
	COMBINED TOTAL YEAR 1, 2, 3	**COMBINED TOTAL YEAR 1, 2, 3**			
	GRAND TOTAL (Excluding VAT) (From items 1-64.5)				
	Vat 15% (only if eligible and registered)				
	GRAND TOTAL (including VAT)				

N.B. The total must then be posted to the **Pricing Bid Form** to ease the evaluation process. Quotes must be provided for all items and failure to do that will render the bid nonresponsive.

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

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

2.4 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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or 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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women owned companies		2		
Youth		2		
People with Disabilities		5		
Locality: Eastern Cape Province		10		
Military Veterans		1		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, *viz*
(ii) Invitation to bid
(iii) Tax clearance certificate
(iv) Pricing schedule(s)
(v) Technical Specification(s)
(vi) Preference Certificates in terms of the Preferential Procurement Regulations 2001
(vii) Declaration of interest
(viii) Special Conditions of Contract;
(ix) General Conditions of Contract; and
(x) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES
1.....

2.....

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S	POINTS CLAIMED FOR RDP GOALS

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1.....

2.....

Date:.....

GENERAL CONDITIONS OF CONTRACT

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1. DEFINITIONS

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 c ontract 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 as 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.

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.

8. INSPECTIONS, TESTS AND ANALYSES

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

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

10.1. 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 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.

10.2 Documents to be submitted by the supplier are specified.

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.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any.

(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, 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.

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 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, 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.

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 .

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 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, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or 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.

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.

31. NOTICES

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

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

32. TAXES AND DUTIES

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

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

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

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34. PROHIBITION OF RESTRICTIVE PRACTICES

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) / are or a contractor / s was / were involved in a 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 Commission 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.

ANNEXURE A

PAST EXPERIENCE

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of Works, the Contract value and name of Employer.

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN				
EMPLOYER	**NATURE OF WORK**	**VALUE OF WORK**	**DURATION AND COMPLETION DATE**	**EMPLOYER CONTACT NO.**

.....
DATE

.....
SIGNATURE OF BIDDER