

SECTION 2

SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating from there will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. STATUS OF REQUEST FOR BID

- 2.1 The Free State Provincial Government is hereby inviting potential bidders for the supply and delivery of Personal Protective Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear on a transversal basis for a period of 3 years.
- 2.2 This Bid is an invitation for Bidders to submit a tender for the provision of goods and services as set out in the special conditions of contract contained herein.
- 2.3 No binding contract or other understanding for the supply of the Services will exist between the Free State Provincial Government and any Bidder unless and until the Free State Provincial Government has executed a formal written contract with the successful Bidder/s.

3. SUBMISSION OF BIDS

- 3.1 Bidders must submit the bid in one (1) original hard copy format (paper documents), clearly marked as FSPT006/18/19 to address indicated on the SBD1 by the closing date and time of the bid.
- 3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

4. OBJECTIVE

- 4.1 The objective of the bid is to appoint service providers in line with government's objectives that:
 - 4.1.1 Supply and deliver personal protective equipment, uniforms, textile(line and curtains), clothing, leather and footwear products that are consistent and reliable to all provincial departments;
 - 4.1.2 Ensure that quality services and goods are rendered in line with the Service Level Agreement;
 - 4.1.3 Improve spend visibility through detailed management reporting;
 - 4.1.4 Operate within the service level agreement to assist with the improvement of supply and deliver of personal protective equipment, uniforms, textile(line and curtains), clothing, leather and footwear in order to minimise fruitless and wasteful expenditure;
 - 4.1.5 To leverage spend and achieve cost savings.

5. SCOPE OF WORK

- 5.1 The scope of work for the bid will cover the Supply and Delivery of Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear to the participating Free State Provincial Government Departments.

- 5.2 The following items are excluded from this transversal bid as there are separate bids for the procurement of these items:
- (i) School Hostel Linen
 - (ii) Hospital Linen
 - (iii) Traffic Uniforms

6. PARTICIPATING GOVERNMENT DEPARTMENTS

- 6.1 Provincial Treasury is arranging the bid on behalf of the following eleven (11) participating Departments in the Free State Province and the requirement for the Supply and Delivery of Personal Protective, Equipments, Uniforms, Textile (Line and Curtains), Clothing, Leather and Footwear will be for the following participating departments:

NO.	DEPARTMENTS
1.	Premier
2.	Economic Development and Small Business Development, Tourism and Environmental Affairs
3.	Provincial Treasury
4.	Health
5.	Education
6.	Social Development
7.	Cooperative Governance and Traditional Affairs
8.	Public Works and Infrastructure
9.	Agriculture and Rural Development
10.	Sports, Arts, Culture and Recreation
11.	Human Settlements

7. REQUIREMENTS OF THE BID

- 7.1 The Supply and Delivery of Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear according to the attached item list.
- 7.2 Free State Provincial Government reserves the right to request bidders to submit samples for any item listed on the pricing list during evaluation;
- 7.3 Deliver the required items at agreed provincial and/or district offices;
- 7.4 Suppliers are required to supply and deliver items that are SANS approved and the cost associated with will be to the account of the bidder;
- 7.5 Failure to deliver products in line with the specifications will result in termination of the contract;
- 7.6 Provincial Treasury reserves the right to request for auditors certificates confirming the authenticity of the declarations made in respect of local content. The costs associated with this audit certificate will be to the account of the bidder;
- 7.7 The Supply and Delivery of Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear will be done in all the districts across the Province.
- 7.8 Only locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.
- 7.9 If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the Departments of Trade and Industry (DTI) should there be a need to import such raw material or input; and
- 7.10 A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the Clothing, Textile and Footwear and Leather Unit within the dti at telephone 012-394 3717/1390

7.11 All production must happen in the Free State Province. Meaning that Preference will be given when Free State Based companies are used for the Tailoring, Patching, Embroidering and crafting of the items needed.

7.12 Bidders should tick in which district they want to bid for according to their number of choices.

DISTRICT	DISTRICT	1ST CHOICE	2ND CHOICE	3RD CHOICE
1	Xhariep			
2	Lejweleputswa			
3	Fezile Dabi			
4	Thabo Mofutsanyana			
5	Manguang			

** NB: Indicate your choice by means of an X next to the Department and district in the table above according to your preference. Only tick one District per Choice*

**Suppliers must only tick districts which they are operational within.*

7.13 The Free State Provincial Government reserves a right to allocate Service Provider closest to the district where delivery need to be made.

8 Transportation

8.1 The supplier's should provide the delivery mode of transport at their own cost.

9 Obligations of the bidder

9.1 Service Providers to submit a sample of item/s after receipt of order for quality check approval and compliance with specifications.

9.2 In the event that the sample does not meet specifications, the department reserves the right to cancel order and request Service Provider to resubmit samples.

9.3 All samples provided are for the cost of the supplier;

9.4 The supplier shall submit invoice immediately after the delivery of the items.

9.5 All orders should be delivered within 30 days after receipt of an official order or as per agreed timeline with the department.

10 Quality Assurance of the Goods Delivered

10.1 The service provider shall be responsible for any loss or damage on delivered items caused by the negligence of the service provider.

10.2 Replacement will be at the discretion of the department involved.

10.3 The service provider shall notify the department at the earliest opportunity of any delays in delivery/ies.

11 Costing

- 11.1 Prices must be inclusive of all costs i.e. VAT, delivery and/or transportation and other factors that will influence the price of the service provider.
- 11.2 All items in a preferred category must be quoted (refer to SBD 3.1), **failure to quote for all items in a preferred category will result in your bid not being considered for that specific category.**
- 11.3 **Bidders are not allowed to bid for the “off the shelf” category (Category I) only.**

12 Ownership

- 12.1 Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than one (1) business, if you submit more than one bid it will result in disqualification of both bids.
- 12.2 Where a Shareholder/Member of Company/Individual has an interest in any other company that is participating in this bid, must disclose by completing the below table. List of Shareholding/Membership by Name of business, Position occupied and percentage of shareholding in the business:

NAME OF BUSINESS	POSITION OCCUPIED IN THE BUSINESS	% OF SHAREHOLDING IN THE BUSINESS	INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.

13 PERIOD OF CONTRACT

The Supply and Delivery of Personal Protective Clothing, Equipment and Uniforms contract will be running for a period of 3 years from the commencement of the contract.

14 REQUIREMENTS-PRICES

- 14.1 Prices must be firm for the 1st year of the contract period. Prices will be adjusted at anniversary of the contract.

15 ROTATION

Upon approval by and on discretion of the Head of the Department of the Provincial Treasury, SERVICE PROVIDERS may be rotated.

16 BRIEFING SESSIONS

- 16.1 Compulsory briefing sessions will be held in the following towns and dates:

No	DISTRICT	TOWNS/ PLACE	DATE	TIME	VENUE
1	Xhariep	Trompsburg	2 October 2019	10h00	Municipal Auditorium, 20 Louw Street, Trompsburg

2	Lejweleputswa	Welkom	2 October 2019	10h00	Bongani Hospital Nurses Home. Welkom
3	Fezile Dabi	Sasolburg	3 October 2019	10h00	Harry Gwala Multipurpose Center, 10710 Cnr Jacob Zuma & Thabo Mbeki, Harry Gwala, Zamdela
4	Thabo Mofutsanyana	Phuthaditjhaba	3 October 2019	10h00	Leratong Child and Youth Center, 1807 Mokhethi Street, Phuthaditjhaba
5	Manguang	Bloemfontein	4 October 2019	10h00	Bophelo House Auditorium, 2nd Floor, Cnr Charlotte Maxeke & Harvey Streets, Bloemfontein

16.2 Failure to attend the compulsory briefing session will invalidate your bid.

17 SUBMITTING OF BID DOCUMENT/S

17.1 Completed bid documents should be sealed, clearly marked **FSPT006/18/19** and deposited in the bid box on the address stated in the invitation on or before **11:00 on Friday the 11 October 2019** which is accessible 24 hours at the Fidel Castro Building on the Ground Floor.

17.2 Proof of the following documentation will be required:

- Certified Identification/s of copy (ies) of shareholder/s
- Company's registration, CK document
- CSD Registration number (MAAA Number)
- Department of Trade and Industry (DTI) Local Content Declaration Form (**Annexure C**)

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

18 OPENING OF BIDS

Bids will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

19 EVALUATION PROCESS

19.1 The evaluation process comprises the following phases:

Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI	Phase VII
Administrative compliance	Pre-qualification criteria for preferential procurement	Functionality requirements	Price and B-BBEE (Price include Total Cost of Ownership (TCO))	Recommendation and Awarding	Negotiations	Signing of letters of acceptance and contracts
Compliance With Mandatory and Non-Mandatory Bid Requirements	Bids Will Be Assessed If they meet the determined Pre-Qualification Criteria	Bids will be assessed to verify bidders capability and	Bids evaluated in terms of the 90/10 preference system	Recommendation and appointment of a panel of bidders	Bids will be negotiated for base best offers,	Service Providers will be requested to sign contracts and

<p>Mandatory</p> <ol style="list-style-type: none"> 1. CSD Registration 2. Submission of separate Tax Status Pin/ CSD Number incase of Consortia / Joint Ventures / Sub-Contractors 3. A consolidated SANAS accredited B-BBEE Status Level Certificate. In case of a trust, consortium or joint venture 4. Attending of compulsory briefing sessions and submission of Briefing Certificate 5. To price all items as per category <p>Non-Mandatory As listed in the Compliance report</p>	<p>B-B-BBEE level of contribution</p> <ol style="list-style-type: none"> 1. Original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) 2. A certified copy thereof or a valid sworn affidavit (DTI format) signed by the EME/QSE representative and attested by a commissioner of oath 3. Only bids that meet the stipulated minimum threshold for local production and content will be considered. 4. Attached together with the bid document the Department of Trade and Industry (DTI) Local Content Declaration Form (Annexure C) 	<p>ability to execute the contract</p>			<p>terms and conditions</p>	<p>other important documents for the contract</p>
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PHASE I: Administrative Compliance

19.1.1 During this phase Bidders' response will be evaluated based on the **mandatory** and **non-mandatory** requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

19.2.1 Registration on Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

- (i) Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- (ii) Complete your registered CSD vendor number on the checklist.
- (iii) Provide a copy of the CSD Registration "Summary Report".
- (iv) Valid Tax Clearance Certificate or Tax Compliance Status pin
- (v) Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

19.2.2 Tax Compliance

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

19.2.3 Consortia/Joint Ventures/Sub-contractors

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate/pin/csd number.

19.2.4 Other non-mandatory

All other non-mandatory compliance matters are verified and captured

PHASE II: Prequalification criteria

19.3 Prequalification criteria

19.3.1 **The Pre-Qualification criteria** set is according to Regulation 4(1)(a) and 4(1)(c)vi of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 :

- (i) Only tenderers having B-BBEE status level of contributor 1 may respond to this bid or
***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

19.3.2 **The Pre-Qualification criteria** set is according to Regulation 8 (2) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017;

- (i) Only bidders that meet the stipulated minimum threshold of 100% for local production and content (Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear) will be considered.

***A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender.**

PHASE III: Functionality

19.4 Functionality Evaluation as per the Terms of Reference

19.4.1 Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

Rating: Prospective bidders will be rated on each functionality criterion in accordance with the following matrix:

Scale 0-5 as follows: Poor = 0 Average = 2 Good = 3 Very Good = 4 Excellent = 5

CRITERIA FOR FUNCTIONALITY	DOCUMENTS/PROOF TO BE ATTACHED	WEIGHTS
<p>Capability of the Service Provider</p> <p>Bidders should submit reference letters for the categories they are applying for and other related fields</p> <p>Reference letters should: = 30</p> <ol style="list-style-type: none"> 1. Reference letter (single or combined) to the value of R5 000 – 20 000 = 3 2. Reference letter (single or combined) to the value of R20 001 – 40 000 = 6 3. Reference letter (single or combined) to the value of R40 001 – 60 000 = 9 4. Reference letter (single or combined) to the value of R60 001 – 80 000 = 12 5. Reference letter (single or combined) to the value of R80 001 – 100 000 =15 6. Reference letter (single or combined) to the value of R100 001 – 120 000 =18 7. Reference letter (single or combined) to the value of R120 001 – 140 000 = 21 8. Reference letter (single or combined) to the value of R140 001 – 000 = 24 9. Reference letter (single or combined) to the value of R160 001 – 180 000 = 27 10. Reference letter (single or combined) to the value of R180 001 and above = 30 	<p>Reference letter/s of relevant services are required to have the following:</p> <ol style="list-style-type: none"> i. Order number (only applicable for public sector) for amounts indicated as work done ii. Payment Reference (only applicable for private sector) for amounts indicated as work done Contact details iii. Date of services rendered iv. Order numbers or payment reference must be aligned (reference) to amounts indicated on reference letter v. not older than five (5) years, which indicates relevant experience in the supply and delivery of Personal Protective, Equipment, Uniforms, Textile(Line and Curtains), Clothing, Leather and Footwear. vi. Reference letters should be signed 	<p>30</p>

<p>Demonstrate financial capacity of service provider to perform the service:</p> <p>Financial Resources = 20 Points</p> <p>Bank balance indicating an average of the following amount:</p> <p>R 50 000 - R100 000 = 6</p> <p>R100 001 - R200 000 = 12</p> <p>R200 001 and Above = 20</p>	<p>(i) Bank statement (from 1 July 2019 to month end preceeding date of closure) showing a minimum balance in line with point allocation criteria</p> <p style="text-align: center;">Or</p> <p>(ii) A letter of financial commitment to provide funding from a financial institution registered with FSP in line with point allocation criteria</p> <p style="text-align: center;">Or</p> <p>(iii) Approval of credit from the reputable service providers in line with point allocation criteria.</p> <p>NB: No bank rating is acceptable.</p> <p>The FSPG reserves the right to verify reputable service provider</p>	<p>20</p>
<p>Demonstrate Operational Capacity and/or Access to Capacity</p> <p>NB: All production must happen in the Free State Province. Irrespective if it is ownership or accessibility, companies should demonstrate that production (tailoring, patching, embroidering and crafting of the items needed) will happen in the Free State Province and it will create employment for Free State based companies or residents</p>	<p>Submit a Detailed Project Plan, addressing the following elements:</p> <p>OWNERSHIP</p> <p>(i) Human Resources (How are you going to use your human capacity to implement this project) - An organogram indicating the number of people employed and responsibility of each employee to impliment this project = 15</p> <p>(ii) Infrastructure (Building and Offices of bidder) – Proof that the building/offices (where production will materialise) are in the name of the business or shaholder/s' = 5</p> <p>(iii) Machinery and Equipment – provide proof that you have machinery and equipment to implement for the categories you applied for = 5</p> <p>(iv) Transporation in terms of delivery - provide proof of car registration (company or shareholders) of a vehicle/s that are applicable/functional for the category you applied = 5</p> <p>ACCESSIBILY (when the service provider does not own the means of production)</p> <p>(i) Human Resources (How do you plan to utilise human capacity to implement this project) – An organogram indicating the number of people that will be employed and responsibility of each employee to impliment this project = 15</p> <p>(ii) Infrastructure (Building and Offices of bidder) – A valid rental agreement or any valid agreement to utilise Building and Offices by the bidder should be submitted = 5</p>	<p>30</p>

	(iii) Machinery and Equipment – A valid rental agreement or any valid agreement to utilise Machinery and Equipment by the bidder should be submitted = 5 (iv) Transportation in terms of delivery - provide proof of excess to a vehicle through car registration (company or shareholders) of a vehicle that is applicable/functional for the category you applied = 5 The Provincial Treasury reserves the right to verify or conduct an inspection on the above submitted information on functionality	
The proximity (locality) of the service provider to the service district/centre, FS based service providers: Within a town/area = 20	Proof of residence or leasing agreement if not owning the property. or Proof of municipality accounts in the bidders' name or the name of the entity applying or or Municipality Clearance Certificate	20
TOTAL FOR FUNCTIONALITY:		100

19.4.1 Bids will be evaluated in terms of the new **Preferential Procurement Regulation, 2017** and the bid evaluation criteria stipulated in this section.

19.4.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

19.4.3 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or rating bidders collectively on the scoresheet

Performance	Description	Score
Excellent	Response meets and exceeds the functionality requirements	5
Very good	Above average compliance to the requirements	4
Good	Satisfactory should be adequate for stated elements	3
Average	Compliance to the requirements	2
Poor	Unacceptable , does not meet the set criteria	0

19.4.4 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These scores will be added and expressed as a fraction of the best possible score for all criteria. The total score will be converted to a percentage and only Bidders that have met or exceeded the minimum threshold of **70 Points** for functionality will be evaluated and scored in terms of the pricing and socio-economic goals as indicated in the Special Conditions of Contract.

- 19.4.5 Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all the elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage.
- 19.4.6 Any proposal not meeting the minimum score of **70 Points** on the technical/functionality evaluation will be disqualified and the financial proposal will remain unopened.
- 19.4.7 The Department reserves the right to determine the number of Service Providers to be appointed to supply and delivery office furniture.

PHASE IV: Evaluation of Price and B-BBEE

19.5 Price and B-BBEE

- 19.5.1 Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017 Regulation 3(a)(ii) "if it is unclear which preference point system will be applicable, 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.

The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

- 19.5.2 A maximum of 10 points may be allocated to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

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

- 19.5.3 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African

Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTI format) signed by the EME/QSE representative and attested by a commissioner of oath.

Bidders must ensure that the B-BBEE status level verification certificates submitted are issued by the following agencies:

- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
- (ii) Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

19.5.4 Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

19.5.5 **Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**

19.5.7 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.

19.5.8 Failure on the part of the Bidder to comply with paragraphs 19.5.3 and 19.5.7 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

19.5.9 The State may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.

19.5.10 The points scored will be rounded off to the nearest 2 decimals.

19.5.11 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

19.5.12 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.

19.5.13 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

19.5.14 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

19.5.15 The bid may be allocated to more than one Personal Protective Equipment, Uniforms, Textile, Clothing, Leather and Footwear company.

19.5.16 **OVERALL CRITERIA**

CRITERIA	MAXIMUM POINTS
Price	90
B-BBEE Status Level of Contribution.	10
Grand Total	100

Phase V: Recommendation and Awarding

19.6 Recommendation and Awarding

- 19.6.1 Free State Provincial Treasury reserves its right at its sole discretion to appoint more than one bidder to implement this project. The number/allocation of service providers to be appointed is the prerogative of the Accounting Officer.
- 19.6.2 Free State Provincial Treasury reserves its right at its sole discretion to appoint bidders per category.
- 19.6.3 The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Treasury for awarding of the bid/s.
- 19.6.4 The bidders are to submit a single bid which will separately respond to Free State Government's requirements. Free State Provincial Treasury reserves the right to assess these bids separately and at its sole discretion to appoint bidders depending on the strength of each bid and the requirements of the Provincial Government of Free State.
- 19.6.5 The outcome of the bid will be published in the Provincial Tender Bulletin, e-Tender Portal and the Department's website.

Phase VI: Negotiations

19.7 Negotiations

- 19.7.1 The Government reserves the right to negotiated prices with shortlisted bidders in order to arrive at an acceptable flat rate per item.

Phase VII: Signing of letters of acceptance and contracts

19.8 Signing of appointment letters and contracts

- 19.8.1 Contracts and appointment letters will be prepared for all service provider(s) that agreed and signed for flat rates on this transversal contract items.

20 NON-COMMITMENT

- 20.1 The right is reserved not to accept any of the bid responses submitted.
- 20.2 The right is also reserved to withdraw or amend any of the bid conditions by notice in writing to all bidders.

21 SPECIFIC BID CONDITIONS

21.1 DURATION OF THE CONTRACT

- 21.1.1 The contract shall be effective for the period of thirty-six (36) months from commencement of the agreement.

22 PRESENTATION

- 22.1 Free State Provincial Treasury reserves the right at its sole discretion to request shortlisted bidders to render a formal presentation as part of its evaluation process. The Free State Provincial Government reserve the right to do physical verification by bidders through accessibility or ownership.

23 VERIFICATION OF BIDDERS

- 24.1 At any time after the award and during the execution of the contract, the status of the supplier may be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 may be followed.

25 JOINT VENTURE AGREEMENTS

- 25.1 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid and a JV agreement should be submitted together with the bid. Kindly complete attached **Annexure A** and register on the CSD as a Joint Venture after the awarding of the contract.
- 25.2 Individual Entity/ies must be registered on the CSD and after closing and before awarding, register a Joint Venture or a Consortium on the CSD. It will also be expected that a joint venture/consortium should open a joint bank account (proof of the bank account should be submitted after awarding) within 30 days after the awarding of the contract.
- 25.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated SANAS accredited B-BBEE Status Level Certificate.

26 RESPONSIVE BIDS

- 26.1 Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents and complying with specifications and Special Conditions of Contract of the bid.

27 CONFIDENTIALITY

- 27.1 Information relating to the evaluation of proposals and recommendations concerning award shall not be disclosed to any bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified of the outcome of the bid.
- 27.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Free State Provincial Government, except where authorized in writing to do so.
- 27.3 Free State Provincial Treasury agrees to keep the details of the bidder's proposal strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required by law.

28 COUNTER CONDITIONS

- 28.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders shall result in the invalidation of such bids.
- 28.2 The Provincial Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date). The Provincial Treasury and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 28.3 If the Provincial Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

29 SUBCONTRACTING

- 29.1 In the event the appointed Service Provider is not a Free State Based Company, where possible, the Tailoring, Patching, Embroidering and crafting of the items needed should be sub-contracted to a Free State Based Company. The name of the sub-contractor should be submitted on the **SBD 6.1**
- 29.2 It is the responsibility of the tenderer to select competent sub-contractor that meet all requirements of the tender so that their tender is not jeopardized by the subcontractor. Tenderers are responsible for all due diligence on their subcontractor.
- 29.3 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

30 FRONTING

- 30.1 The Provincial Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in SPECIAL CONDITIONS OF CONTRACT accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Provincial Treasury does not support any form of fronting.
- 30.2 The Provincial Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiates the necessary enquiries/investigations to determine the accuracy of the representation made in this RFP bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder to prove that fronting does not exist. Failure to do so by the bidder within a period of fourteen (14) days from date of notification by Provincial Treasury may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the Provincial Treasury may have against the bidder concerned.

31 OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 31.1 In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.

- 31.2 The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.
- 31.3 All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.
- 31.4 For the definition of "business interest", "employee" and "entity", refer to par. 5 of Treasury Instruction Note 17 of 2012.

32 PROCUREMENT GUIDELINE

- 32.1 A procurement guideline will be published post award to guide the State on how to procure from the transversal term contract.

32.2 PLACEMENT OF ORDERS AND PAYMENTS

No quantities are reflected in this bid as orders will be placed on the basis of an "as and when required" and no guarantee is given or implied as to the actual quantity/quantities which will be procured during the transversal term contract period.

- 32.3 Orders will be placed by participating State institutions and they will also be responsible for the payment to bidders for the equipment delivered and/or services rendered.

33 TERMINATION RIGHTS

- 33.1 An agreement can be terminated by a participant on grounds of poor service delivery or any other breach by the bidder.
- 33.2 Provincial Treasury will be in a position to terminate an agreement without honouring the outstanding months where after following the prescribed remedial process stipulated in the agreement and agreement between the bidder and the Free State Provincial Treasury, it is proven that the bidder failed to remedy the poor provision of service.

34 POST AWARD CONDITIONS AND CONTRACT MANAGEMENT

34.1 Contract Administration

- 34.1.1 The administration and facilitation of the transversal term contract will be the responsibility of Provincial Treasury, which are relationship management, bidder's performance and effectiveness review and contract closure. Detailed roles and responsibilities of Provincial Treasury and bidders will be available on the agreement.
- 34.1.2 Bidders must advise Provincial Treasury, immediately when unforeseeable circumstances will adversely affect the execution of the transversal term contract. Full particulars of such circumstances as well as the period of delay must be furnished to Provincial Treasury and the State institution/s affected.

35 AGREEMENTS

- 35.1 The Service Provider(s) will be expected to sign a framework agreement with the Free State Provincial Treasury on behalf of each participating Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

35.2 Should funds no longer be available to pay for the execution of the responsibilities of Bid **FSPT006/18/19**, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

36 SETTLEMENT OF DISPUTES

36.1 Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract

37 ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

37.1 Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

37.2 THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the
Company, hereby certifies that I take note and accept the above-mentioned Special
Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____) _____ Fax of company: (____) _____

SECTION 3



BRIEFING SESSION ATTENDANCE CERTIFICATE:

FSPT006/18/19: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE, EQUIPMENT, UNIFORMS, TEXTILE, CLOTHING, LEATHER AND FOOTWEAR FOR ALL FREE STATE PROVINCIAL GOVERNMENT DEPARTMENTS IN ALL FREE STATE DISTRICTS FOR A PERIOD OF THREE YEARS

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

Failure to comply with above requirements will invalidate your Bid.

I attended the compulsory briefing session on the date of the inserted below.

NAME OF BIDDER/REPRESENTATIVE: _____

NAME OF COMPANY: _____

ADDRESS: _____

SIGNATURE: _____ **DATE:** _____

This is to certify that _____ of company _____ attended the briefing session on the..... and is/are therefore familiar with the circumstances and the scope of the service to be rendered.

SIGNED BY: _____ **NAME OF OFFICIAL** _____ **DATE:** _____
OFFICIAL 1:

SIGNED BY: _____ **NAME OF OFFICIAL** _____ **DATE:** _____
OFFICIAL 2:

PROVINCIAL TREASURY'S STAMP
FREE STATE PROVINCIAL GOVERNMENT

SECTION 4

ANNEXURE A

FSPT006/18/19: SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT AND UNIFORM FOR ALL FREE STATE PROVINCIAL GOVERNMENT DEPARTMENTS FOR A PERIOD OF THREE YEARS

IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor's Names.

In this certificate, the term "person" includes any persons, body of persons or association, whether corporate or not; and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term "person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

SIGNED ON BEHALF OF BIDDER

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

Annexure B

DTI Template Sworn Affidavits

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none"> (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- <ul style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p style="padding-left: 40px;">i. before 27 April 1994; or</p> <p style="padding-left: 40px;">ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Annexure C

**DTI Local Content Declaration -
Annexures C,D & E**

